

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

July 23, 2019 | 6:00 PM

Meeting Call to Order (Mayor Jeff Reese)

Invocation (Councilwoman Shirley Marchman)

Pledge of Allegiance (Mayor Jeff Reese)

Ceremonial Presentations (Mayor & Council)

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:
 - a. Special Called Meeting of July 8, 2019: Council Discussion - Tourism, Main Street, Gold Museum.
 - b. Council Meeting of July 9, 2019.
2. Resolution - Call for Election
3. General Election 2019 - Qualifying Dates & Early Voting Dates

B. Community Development (Bobby Elliott, Director)

1. SI Management, INC. (DBA Chevron Food Mart) Alcoholic Beverage License Application - ABL-06-19
2. Mirror Lake Drugs Sign Variance Application VA-05-19
3. Villa Rica Sign Ordinance - FINAL READING

C. Parks, Recreation & Leisure Services (Vicki Coleman, Director)

1. Library Advisory Board Reappointment - Julie Dobbs
2. Library Advisory Board Appointment - Cheryl L. Bell
3. Recreation Advisory Committee Appointment of John Goodfriend
4. Three Rivers Commission - Senior Services Contract SFY20

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

1. 2019 Main Street Advisory Board Appointment
2. September 28 Summer Concert - Alcohol License Agreement - Headliner: Alabama Blues Brothers

E. Human Resources (Stephanie Rooks, Manager)

1. 2020 Holiday Calendar

F. Finance (Sarah Hefty, CFO)

1. Financial Update: June 2019
2. 2019 Budget Amendments

G. City Manager (Tom Barber)

1. Quit Claim Deed from VR Development Authority to City of Villa Rica
2. Installation of New Sewer Line on South Carroll Road at S. Dogwood Street
3. Repair of Five Manholes Between VPlex and Charleston Place
4. Change the Approval Process Used for Applications to Film in the City

City Manager's Report (Tom Barber)

Adjournment

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**SPECIAL CALLED MEETING: COUNCIL
DISCUSSION – TOURISM, MAIN STREET, GOLD MUSEUM
MEETING MINUTES OF JULY 8, 2019
2:00 PM
VILLA RICA PUBLIC LIBRARY**

Meeting Call to Order (Mayor Jeff Reese)

Mayor Jeff Reese called the Special Called Meeting to order at 2:00 pm.

Council Members Present

Mayor Jeff Reese, Mayor Pro Tem Gil McDougal, Councilwoman Leslie McPherson, Councilman Danny Carter, and Councilwoman Shirley Marchman.

Presentation

Sharon Dupont, Tourism Manager and Janet Chumley, Main Street Manager, outlined the planned budget request for the 2020 Budget for Tourism, Main Street and Pine Mountain Gold Museum. Questions and discussion from Council and staff followed. No action was taken.

Adjournment

With no further business, the meeting adjourned.

Gil McDougal, Mayor Pro Tem

Alisa Doyal, City Clerk

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CITY COUNCIL MONTHLY MEETING MINUTES

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street
Tuesday, July 9, 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, Mayor Pro Tem Gil McDougal, Councilman Danny Carter, Councilwoman Leslie McPherson, Councilwoman Shirley Marchman, and Councilman Matthew Momtahan.

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)

- Mac Pilgrim was sworn in by Mayor Reese as a new member of Planning and Zoning Commission.

Adoption of Agenda (Mayor Jeff Reese)

Councilwoman Leslie McPherson requested to amend the agenda to table C1-Main Street Advisory Board Appointment until the next meeting.

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

Councilman Danny Carter made the motion to adopt the agenda with the amendment.

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Danny Carter, Councilman
SECONDER:	Gil McDougal, Councilman
AYES:	Carter, McDougal, Marchman, 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)
Three citizens made a public comment.

Council Updates (Subjects of General Interest and Concern)

Councilwoman Leslie McPherson asked city staff to continue working on emails from citizens that are bouncing back and thankful for having an IT department to protect the city with online security. Councilman Matthew Momtahan gave a shout out to the new businesses in town and recognized new business Rooster' Southern Corner. Mayor Reese reminded everyone to get out and vote. Early voting is this week in Carrollton and Election day is next Tuesday. Mayor Reese stated that only 2.4% of the registered voters in Villa Rica voted for the Commission Chair Runoff recently. Mayor Reese recognized Vicki Coleman and her staff for a great job with the July 3 Fireworks and also praised the Villa Rica Police Department.

A. Governing Body (Mayor Jeff Reese)

1. Approval of Minutes:
 - a. Meeting Minutes of June 25, 2019.

Councilwoman Leslie McPherson made the motion to approve all of the Meeting Minutes of June 25, 2019.

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

B. Community Development (Bobby Elliott, Director)

1. Street Light Policy (Bobby Elliott, Director)

Councilman Matthew Momtahan made the motion to adopt the Street Light Policy as presented.

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

2. Sign Ordinance First Reading O-20-19 (Christ Montesinos, Deputy Director)

Public Comments: Two citizens made a public comment.

This was the first reading and no vote was taken.

3. Architectural Review Guidelines Revised O-21-10) (Ronald Johnson, Planning and Zoning Specialist

Public Comments: Three citizens made a public comment.

Councilman Gil McDougal made the motion to approve the Architectural Review Guidelines for Historic Districts and Sites to guide all repairs, demolitions and relocations of residential and commercial properties designated historic in the City of Villa Rica.

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

D. Utilities (Pete Zorbanos, Director)

1. F-350 Up Fit with Flat Bed and Crane

Councilman Gil McDougal made the motion to have Cherokee Truck Equipment up fit the Wastewater Departments F-350 with a flatbed and crane for the amount of \$19,300.

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

Adjournment

Councilman Gil McDougal made the motion to adjourn, seconded by Councilwoman Leslie McPherson.
Vote: 5-0 Unanimous. Motion approved.

Mayor Jeff Reese

Alisa Doyal, City Clerk



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Resolution to Call for General Election on November 5, 2019

AGENDA DATE: July 23, 2019

DATE PREPARED: July 12, 2019

PREPARED BY: Tom Barber

AMOUNT: n/a

GL ACCOUNT #: n/a

FUNDING SOURCE: n/a

BUDGETED ITEM? n/a

PURPOSE: To approve a resolution calling for the General Election on November 5, 2019.

BACKGROUND: The 2019 General Election has been set for the first Tuesday in November. The election will be for the Mayor and City Council in Wards 1 and 2. In the event of a Runoff, it will be held on Tuesday, December 3, 2019.

STAFF RECOMMENDATION: Greg Rigby, Election Supervisor for Carroll County, has requested that Villa Rica publish this election information.

IMPACT: The qualifying fee for Mayor will be set at \$90.00, and the qualifying fee for City Council will be set at \$72.00.

MOTION: I move that we approve a resolution calling for the General Election on Tuesday, November 5, 2019 as set forth in the attached Notice, and establish the qualifying fees as \$90.00 for Mayor and \$72.00 for City Council.

NOTICE OF ELECTION

TO THE QUALIFIED VOTERS

OF THE CITY OF VILLA RICA, GA

NOTICE IS HEREBY GIVEN that on the 5th day of November 2019 an election will be held in the regular polling places for the City of Villa Rica. Those sites are Powell Park Art Center, 424 Leslie Drive, This election will be for the following offices:

Mayor – Qualifying Fee \$90.00

City Council, Wards 1 and 2 - Qualifying Fee \$72.00

Qualifying will take place in the office of the Villa Rica City Clerk, Villa Rica City Hall, 571 W. Bankhead Highway, Villa Rica, GA beginning at 8:30 a.m. on **August 19** and shall end on **August 21** at 4:30 p.m.

All candidates offering for Mayor must be a registered voter in the City of Villa Rica for a period of twelve months prior to the election and be at least 21 years of age.

All candidates offering for City Council must be at least 21 years of age, a resident of the city for a period of not less than one year immediately prior to the date of the elections of the councilmember, shall continue to reside in the ward for which he/she is elected during the period of service and shall be registered and qualified to vote in municipal elections of the City of Villa Rica.

The last day to register to vote in this election will be Tuesday, October 7, 2019.

In the event of a Runoff from this election, it will be held on Tuesday, December 3, 2019.

For further information on this election, you may contact the Board of Elections and Registration at 770-830-5823 or the City of Villa Rica at 678-840-1212.

Published at the request of Greg Rigby, Election Supervisor and the Governing authority of the City of Villa Rica, GA.

RESOLUTION #R-2-2019
CALL FOR GENERAL ELECTION

“Be it hereby resolved by the Mayor and Council that the General Election be called as set forth in the attached Notice.

This the 23rd day of July 2019.

Jeff Reese, Mayor

Alisa Doyal, City Clerk



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: General Election 2019 – Qualifying Dates & Early Voting Dates

AGENDA DATE: July 23, 2019

DATE PREPARED: July 12, 2019

PREPARED BY: Tom Barber

AMOUNT: n/a

GL ACCOUNT #: n/a

FUNDING SOURCE: n/a

BUDGETED ITEM? n/a

PURPOSE: To establish the qualifying dates and the early voting dates for the General Election to be held on Tuesday, November 5, 2019.

BACKGROUND: A General Election will be held on Tuesday, November 5, 2019.

Qualifying Dates (3 Days):

Monday, August 19, 2019 8:00 am – 5:00 pm

Tuesday, August 20, 2019 8:00 am – 5:00 pm

Wednesday, August 21, 2019 8:00 am – 5:00 pm

Location of Qualifying: City Hall

Early Voting Dates (3 Weeks):

1. October 14 – October 18, 2019 8:00 am – 5:00 pm

2. October 21 – October 25, 2019 8:00 am – 5:00 pm

3. October 28 – November 1, 2019 8:00 am – 5:00 pm

*Week 1 and Week 2 and Week 3 at Carroll County Election Office

*Week 1 and Week 2 at Douglas County Courthouse

*Week 3 at Powell Park in Villa Rica (for Villa Rica voters living in either Carroll County or Douglas County)

STAFF RECOMMENDATION: Approval of the Qualifying Dates and Early Voting Dates for the November 5 General Election.

IMPACT:

MOTION: I move that we approve the Qualifying Dates and Early Voting Dates for the November 5, 2019 General Election as listed above.



CITY OF VILLA RICA

City Council Packet

SUBJECT: To allow applicant to sell retail package malt beverages and wine at SI Management Inc. d/b/a Chevron Food Mart located at 157 Commerce Drive, Villa Rica, GA 30180.

CITY COUNCIL AGENDA DATE: July 23, 2019

DATE: July 12, 2019

PREPARED BY: Bobby C. Elliott, P.E.

FISCAL IMPACT: None
ANNUAL –
CAPITAL –
OTHER –

FUNDING SOURCE: N/A

PURPOSE: To allow applicant to sell retail package malt beverages and wine at SI Management Inc. d/b/a Chevron Food Mart located at 157 Commerce Drive, Villa Rica, GA 30180.

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

STAFF RECOMMENDATION: Approval

IMPACT: None

MOTION: I make a motion to approve the alcoholic beverage application for SI Management Inc. d/b/a Chevron Food Mart located at 157 Commerce Drive, Villa Rica, GA 30180.



Public Hearing Date

City Council: July 23, 2019

Request: Alcoholic Beverage License

Project Description: Retail Package Malt Beverages & Wine

Applicant: SI Management Inc.
D/b/a Chevron Food Mart
Licensee: Syed Saadat
231 Lantana Xing, Dallas, GA 30132

Location: 157 Commerce Drive, Land Lot 158, 6th District; Carroll County **Ward 2**

Parcel Number(s): V07 0110091

Current Zoning: GC (Commercial)

Current Land Use: Gas Station / Convenience Store w/Gas Pumps

Location and Zoning Requirements:

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

Sec. 3-46. Zoning Restriction

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

The subject property is zoned GC (General Commercial).

Sec. 4-70. Proximity Restrictions:

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

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

Compliance: **Yes**

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

Compliance: **Yes**

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

Compliance: **Yes**

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

Compliance: **Yes**

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

Compliance: **Yes**

Sec. 4-29 Investigation; Hearing:

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

Staff Comments:

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

Recommendation:

Planning Staff recommends **Approval** of the request by SI Management Inc., Syed Saadat for the retail of Packaged Malt Beverage & Wine at 157 Commerce Drive.

Public Response:

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

Bobby C. Elliott, P.E.
Director of Community Development

Attachments:

1. Application
2. Public Notice of Sworn Statement
3. Affidavit of Publication
4. Commercial Lease



CITY OF VILLA RICA ALCOHOL LICENSE APPLICATION

INSTRUCTIONS: Every question must be answered fully and correctly. If the space provided is not sufficient, answer the question on a separate sheet and indicate in that space that a separate sheet is attached. When completed, it must be dated, signed and verified under oath by the applicant and filed in person by the applicant with the **Office of the City Manager, Villa Rica City Hall, 571 W. Bankhead Highway, Villa Rica, Georgia 30180**, together with all supporting documentation and a check for the required non-refundable application fee.

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

NON-REFUNDABLE APPLICATION FEE

Package Beer	\$100	Pouring Restaurant - All	\$100	Pouring Supper Club	\$500
Package Wine	\$100	Pouring Beer & Wine	\$100	Supper Club Wine & Beer	\$500
Wine Tasting	\$100	Wholesale Dealer	\$500	Alcohol Catering	\$100
Growler	\$100	Wine & Craft Beer Boutique	\$100	Special Event	\$100

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

- ☒ Retail Package Malt Beverages & Wine - \$300
- ☐ Retail Package Malt Beverage - \$200
- ☐ Pouring License Restaurant - \$3,500
- ☐ Pouring License Supper Club - \$5,000
- ☐ Pouring License Private Club - \$3,500
- ☐ Growler License (in conjunction with Retail Package Malt Beverage License) - \$200
- ☒ Retail Package Wine - \$100
- ☐ Limited Pouring License Restaurant - \$500
- ☐ Limited Pouring License Supper Club - \$3,000
- ☐ Limited Pouring License Private Club - \$500
- ☐ Alcohol Catering (in conjunction with Limited Pouring License - Restaurant) - \$500
- ☐ Wine Tasting (in conjunction with Retail Package Wine License) - \$100
- ☐ Wine & Craft Beer Boutique - \$500

TYPE OF OUTLET

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

PART I

1. Type of Ownership

- ☐ Individual ☐ Partnership ☒ Corporation

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

Full Name

Address

(B) If corporation/partnership, give corporate/partnership name: SI MANAGEMENT INC.

Federal Tax ID: 83-4390967

Name, percent interest and legal address of principle stockholders and corporate officers or partners:

SYED J SAADAT	157 COMMERCE DR. VILLARICA, GA 30180	100%
Full Name	Address	% Interest

Full Name	Address	% Interest
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Full Name	Address	% Interest
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Full Name	Address	% Interest
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Describe the principle business of the corporation/partnership:

CONVENIENCE STORE

Full name, legal residence, and social security number of the named licensee (a) Individual (b) Principal Officer/Employer (c) Partner, each partner must be a named licensee:

SYED J SAADAT	231 LANTANA XING, DALLAS, GA 30132
Full Name	Address

2. Is the above address your legal and bona-fide place of domicile? ☒ Yes ☐ No

3. Trade name of business for which application is made: CHEVRON FOOD MART

4. Address of business for which application is made: 157 COMMERCE DR. VILLARICA, GA 30180

Phone Number:	<u>770 459 6616</u>	<u>470 365 3222</u>
	Business	Home

Mailing Address: 157 COMMERCE DR. VILLARICA, GA 30180

If additional space is required, please attach to this application, noting which section it refers to.

*** PART II ***

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

2. Have you received a copy of the City of Villa Rica Alcoholic Beverage Ordinance? ☒ Yes ☐ No
No application will be processed until receipt of a copy of this ordinance is acknowledged.

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

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

- (a) A copy of the deed to the premises to be licensed, if owned by applicant. ☒
- (b) A copy of the lease agreement covering the premises to be licensed, if leased by the applicant. ☒
- (c) In the case of a partnership, a copy of the partnership agreement. ☐
- (d) In the case of a corporation, a copy of the articles of incorporation. ☒
- (e) A current stamped certificate from a registered surveyor which shows a scale drawing of the premises and the location at which the applicant desires to operate an alcoholic beverage outlet and which shows, with linear foot measurements where appropriate, such location's compliance or noncompliance with the provisions of Chapter 3 of the Alcoholic Beverage Ordinance of the City of Villa Rica. ☐

5. Have you confirmed with the City of Villa Rica Community Development Department that the location of the proposed outlet is in a zoning district approved for the sale of alcoholic beverages subject to the specific limitations of the respective district as provided for in Chapter 3 of the Alcoholic Beverage Ordinance of the City of Villa Rica?
☐ Yes ☐ No

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

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

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

No pouring license application will receive final approval until the necessary permits are secured.

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

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

10. Has the named licensee and all other persons otherwise required, submitted themselves to the City of Villa Rica Police Department for fingerprinting and background check(s) as provided for in Chapter 3 of the Alcoholic Beverage Ordinance of the City of Villa Rica? ☒ Yes ☐ No

11. Has the named licensee, any partner(s), the corporation, or any corporate officer been:

(a) Convicted within the last ten (10) years of any felony or any misdemeanor involving moral turpitude?

☐ Yes ☒ No

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

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

(d) Been convicted of selling alcohol to a minor within the past three (3) years? ☐ Yes ☒ No

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

12. Has any alcoholic beverage business in which the named licensee, partner(s), the corporation, or corporate officers holds or has held any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of the State Revenue Commissioner or any local ordinance/legislation relating to the sale or distribution of alcoholic beverage? ☐ Yes ☒ No

If yes, describe in detail and give dates:

13. On behalf of the named licensee, provide three (3) personal references (not relatives, former employers, fellow employees or school teachers) who are responsible, reputable adults, business or professional men or women, who have known the named licensee during the past five (5) years.

Include name, residence, business address, and number of years known.

KAZI EPSHAD, 2011 YATESVILLE HWY, THOMASTON, GA 30286

AMAR PAZA, 1ST COMMERCE DR. VILLA RICA, GA 30180

SHAHNEWAZ HOSSAIN, 6450 CHURCH ST. DOUGLASSVILLE, GA 30134

14. Is the named licensee a citizen of the U.S.? ☐ Yes ☒ No

BANGLADESH

Place of Birth

01-01-1982

Date of Birth

* PART III *

VERIFICATION

State of Georgia, Douglas County

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

SYED J SAADAT [Signature]

Applicants Signature (FULL NAME IN INK)

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

This 29th day of May 2019

Notary Public

(Seal)



My Commission Expires: 12/10/19

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF INCORPORATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

SI Management Inc.
a Domestic Profit Corporation

has been duly incorporated under the laws of the State of Georgia on **04/03/2019** by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **04/05/2019**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF INCORPORATION

Electronically Filed
Secretary of State
Filing Date: 4/3/2019 9:57:10 AM

BUSINESS INFORMATION

CONTROL NUMBER	19045862
BUSINESS NAME	SI Management Inc.
BUSINESS TYPE	Domestic Profit Corporation
EFFECTIVE DATE	04/03/2019
SHARES	100

PRINCIPAL OFFICE ADDRESS

ADDRESS	157 Commerce Dr., Villa Rica, GA, 30180, USA
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REGISTERED AGENT

NAME	ADDRESS	COUNTY
Syed J Saadat	157 Commerce Dr., Villa Rica, GA, 30180, USA	Carroll

INCORPORATOR(S)

NAME	TITLE	ADDRESS
Syed J Saadat	INCORPORATOR	157 Commerce Dr., Villa Rica, GA, 30180, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Syed Saadat
AUTHORIZER TITLE	Incorporator

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

Annual Registration

Electronically Filed

Secretary of State

Filing Date: 04/12/2019 11:48:56

BUSINESS INFORMATION

BUSINESS NAME : SI Management Inc.
CONTROL NUMBER : 19045862
BUSINESS TYPE : Domestic Profit Corporation

BUSINESS INFORMATION CURRENTLY ON FILE

PRINCIPAL OFFICE ADDRESS : 157 Commerce Dr., Villa Rica, GA, 30180, USA
REGISTERED AGENT NAME : Syed J Saadat
REGISTERED OFFICE ADDRESS : 157 Commerce Dr., Villa Rica, GA, 30180, USA
REGISTERED OFFICE COUNTY : Carroll

UPDATES TO ABOVE BUSINESS INFORMATION

PRINCIPAL OFFICE ADDRESS : 157 Commerce Dr., Villa Rica, GA, 30180, USA
REGISTERED AGENT NAME : Syed J Saadat
REGISTERED OFFICE ADDRESS : 157 Commerce Dr., Villa Rica, GA, 30180, USA
REGISTERED OFFICE COUNTY : Carroll

OFFICER	TITLE	ADDRESS
Syed J Saadat	CEO	157 Commerce Dr., Villa Rica, GA, 30180, USA
Syed J Saadat	CFO	157 Commerce Dr., Villa Rica, GA, 30180, USA
Syed J Saadat	Secretary	157 Commerce Dr., Villa Rica, GA, 30180, USA

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE : syed saadat
AUTHORIZER TITLE : Incorporator

AFFP

6-tg-38828-Alcohol License

Affidavit of Publication

STATE OF GEORGIA }
COUNTY OF CARROLL } SS

6-tg-38828-Alcohol License

SI MANAGEMENT INC. / SYED J. SAADAT has filed an application to sell alcoholic beverages on the premises 157 Commerce Drive, Villa Rica GA. 30180 as a Convenience Store. A public hearing on the application will be held on July 9th, 2019 at 6:00 p.m. at the Holt-Bishop Justice Center, Municipal Court Room, 101 Main Street, Villa Rica, Georgia. For additional information on this application, contact the Community Development Department at 678-785-1022.

Rachael Raney, being duly sworn, says:

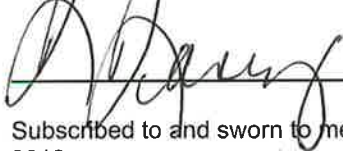
That she is the publisher of the Times-Georgian, a daily newspaper of general circulation, printed and published in Carrollton, Carroll County, Georgia; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

June 22, 2019

Publisher's Fee: \$ 20.00

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

SIGNED:



Subscribed to and sworn to me this 22nd day of June 2019.


Notary Public, Carroll County, Georgia

Tunya Johnson
NOTARY PUBLIC
Carroll County, GEORGIA
My Commission Expires 08/12/2022

40092435 40338828

Syed J. Saadat
SI Management, Inc.
157 Commerce Dr.
Villa Rica, GA 30180

CITY OF VILLA RICA

Application for Original Alcoholic Beverage License
Public Notice (Sign) Sworn Statement

I (we) Syed J. Saadat
Individual, corporation or partnership applying for license. If corporation or partnership, also list named licensee.

Applicant(s) for an Alcoholic Beverage License in the City of Villa Rica, do solemnly swear, subject to criminal penalties for false swearing that I (we) have posted a notice (sign) at:

157 Commerce Drive Villa Rica GA 30180
Street Address

Which complies with all requirements of Chapter 3, of the Alcoholic Beverage Ordinance of the City of Villa Rica.

Sy J. Saadat

Applicant(s) Signature (FULL NAME IN INK)

I hereby certify that Syed J. Saadat signed his or her
Applicant

name to the foregoing statement after stating to me that he/she knew and understood all statements made therein, and, under oath actually administered by me, has sworn that said statement is true.

This July day of 3rd 2019.

Nyree Simpson
Notary Public



**CITY OF VILLA RICA
DEPARTMENT OF COMMUNITY DEVELOPMENT
NON-CRIMINAL JUSTICE
STANDARD OPERATING PROCEDURE**

APPLICANT'S PRIVACY RIGHTS

As an applicant that is the subject of a Georgia only or a Georgia and Federal Bureau of Investigation (FBI) national fingerprint/biometric-based criminal history record check for a non-criminal justice purpose (such as an application for a job or license, immigration or naturalization, security clearance, or adoption), you have certain rights which are discussed below.

- You must be provided written notification that your fingerprints/biometrics will be used to check the criminal history records maintained by the Georgia Crime Information Center (GCIC) and the FBI, when a federal record check is so authorized.
- If your fingerprints/biometrics are used to conduct a FBI national criminal history check, you are provided a copy of the Privacy Act Statement that would normally appear on the FBI fingerprint card.
- If you have a criminal history record, the agency making a determination of your suitability for the job, license, or other benefit must provide you the opportunity to complete or challenge the accuracy of the information in the record.
- The agency must advise you of the procedures for changing, correcting, or updating your criminal history record as set forth in Title 28, Code of Federal Regulations (CFR), Section 16.34.
- If you have a Georgia or FBI criminal history record, you should be afforded a reasonable amount of time to correct or complete the record (or decline to do so) before the agency denies you the job, license or other benefit based on information in the criminal history record.
- In the event an adverse employment or licensing decision is made, you must be informed of all information pertinent to that decision to include the contents of the record and the effect the record had upon the decision. Failure to provide all such information to the person subject to the adverse decision shall be a misdemeanor [O.C.G.A. § 35-3-34(b) and §35-3- 35(b)].

You have the right to expect the agency receiving the results of the criminal history record check will use it only for authorized purposes and will not retain or disseminate it in violation of state and/or federal statute, regulation or executive order, or rule, procedure or standard established by the National Crime Prevention and Privacy Compact Council.

If the employment/licensing agency policy permits, the agency may provide you with a copy of your Georgia or FBI criminal history record for review and possible challenge. If agency policy does not permit it to provide you a copy of the record, information regarding how to obtain a copy of your Georgia, FBI or other state criminal history may be obtained at the GBI website (<http://gbi.georgia.gov/obtaining-criminal-history-record-information>).

If you decide to challenge the accuracy or completeness of your Georgia or FBI criminal history record, you should send your challenge to the agency that contributed the questioned information.

Alternatively, you may send your challenge directly to GCIC provided the disputed arrest occurred in Georgia. Instructions to dispute the accuracy of your criminal history can be obtained at the GBI website (<http://gbi.georgia.gov/obtaining-criminal-history-record-information>).

PRIVACY ACT STATEMENT

Authority: The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

Principal Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.

Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.



Alcohol License Checklist

This form shall be submitted with all necessary documentation. All applications shall contain a full and complete and sworn and notarized statement by each applicant of all material facts relevant to the requirements of City of Villa Rica Alcohol License Ordinance Code Chapter 4.

- ☐ Read and fully comprehend Alcohol License Ordinance.
- ☐ Choose the applicable property ownership information provided:
 - ☐ A copy of the deed to the premises, if owned by the licensee;
 - ☐ A copy of the lease agreement covering the premises to be licensed, if leased by the licensee;
 - ☐ In the case of a partnership, a copy of the partnership agreement;
 - ☒ In the case of a corporation, a copy of the articles of incorporation
- ☐ Application Fee (See Ordinance)

*Conducted at Villa Rica Police Department, located at 101 Main St., each applicant and any corporate officers or shareholders otherwise required to be fingerprinted shall submit themselves to the police department, where a complete set of fingerprints shall be taken. Each applicant authorizes the city and its agents to secure from any court, law enforcement agency, or other public agency his criminal and civil history and to use such information in determining whether the license applied for shall be issued. Each applicant further authorizes the city and its agents to use such information in any public hearing with respect to the license applied for, either before or after the issuance of the license. Each applicant waives any right which he would otherwise have to preclude the city or its agents from obtaining and using such information; and each applicant further waives any liability of the city or its agents from obtaining and using such information.

Syed J Saadat
Applicant's Name

06/13/2019
Date

SIVILLACHEV@GMAIL.COM



City of Villa Rica

Mayor Jeff Reese • Shirley Marchman • Verland Best • Mayor Pro-tem Leslie McPherson • Danny Carter • Gil McDougal

Dear Applicant:

Enclosed in this packet are informational documents and applications pertinent to your approval for an Alcohol License. This material should be thoroughly read, and all documents shall be fully completed of all facts relevant to the requirements of the City of Villa Rica Alcohol License Ordinance Code.

If you have any questions or concern, please contact the Planning and Zoning Department at 678.785.1022.

Sincerely,

Office of Community Development

"The City of Golden Opportunities"

571 West Bankhead Highway • Villa Rica, Georgia 30180 • 770.459.7000 (t) • 770.459.7003 (f) • www.villarica.org

Summary

Parcel Number V07 0110091
Location Address 157 COMMERCE DR
Legal Description COMM BLDG/1.06AC COMMERCE DR VR29 V29
 (Note: Not to be used on legal documents)
Class C3-Commercial
 (Note: This is for tax purposes only. Not to be used for zoning.)
Tax District VILLA RICA (District 03)
Millage Rate 32.315
Acres 0.91
Homestead Exemption No (\$0)
Landlot/District 158 / 06
Water Public
Sewer Public Sewer
Electric Electricity
Gas Pipe Gas
Topography Level
Drainage Good
Road Class State
Parcel Road Access Paved



[View Map](#)

Owner

RAZA MUBSHRA
 2520 GOLD HILL CT
 VILLA RICA, GA 30180

Tax Commissioner Link

[Click here for tax information.](#)

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Commercial	Comm-Commerce Dr	Acres	39,640	0	0	0.91	0

Commercial Improvement Information

Description Convenience Stores-Avg
Value \$166,267
Actual Year Built 1987
Effective Year Built 2002
Square Feet 1855
Wall Height 12
Wall Frames Steel
Exterior Wall Tilt-Up Concrete
Roof Cover Tar & Gravel
Interior Walls Plaster
Floor Construction Reinforced Concrete
Floor Finish Vinyl Tile
Ceiling Finish Celotex
Lighting Standard F.F.
Heating Cent. Htg. & A.C.
Number of Buildings 1

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Paving: Concrete	1996	0x0 / 30000	0	\$30,000
Comm: Canopy - Gas	1996	44x67 / 0	0	\$44,220
Comm: Canopy - Gas	1996	24x70 / 0	0	\$25,200
Paving: Asphalt	1996	0x0 / 7500	0	\$2,813

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
11/18/2016	5510 337		\$800,000	Personal Prop Incl.	KIANG CHARITABLE REMAINDER UNI	RAZA MUBSHRA
12/28/2006	3927 113		\$0	Part Interest	PING-TAI INC	KIANG CHARITABLE REMAINDER UNITRUST
12/1/2004	3927 110		\$0	Part Interest	PING TAI INC	KIANG CHARITABLE REMAINDER UNITRUST
9/30/2004	2869 342		\$1,500,000	Personal Prop Incl.	CARROLL FOOD & FUEL INC	PING TAI INC
8/25/2003	2403 285		\$1,350,000	Personal Prop Incl.	WALLACE OIL CO INC	CARROLL FOOD & FUEL INC
4/2/2001	1498 246		\$0	Corrective Deed	BROACH R DUDLEY	ROSWELL MARKETING IN
3/30/2001	1498 309		\$0	Legal	ROSWELL MARKETING IN	WALLACE OIL CO INC
4/20/1987	557 277		\$0	Not Fair Market		BROACH R DUDLEY

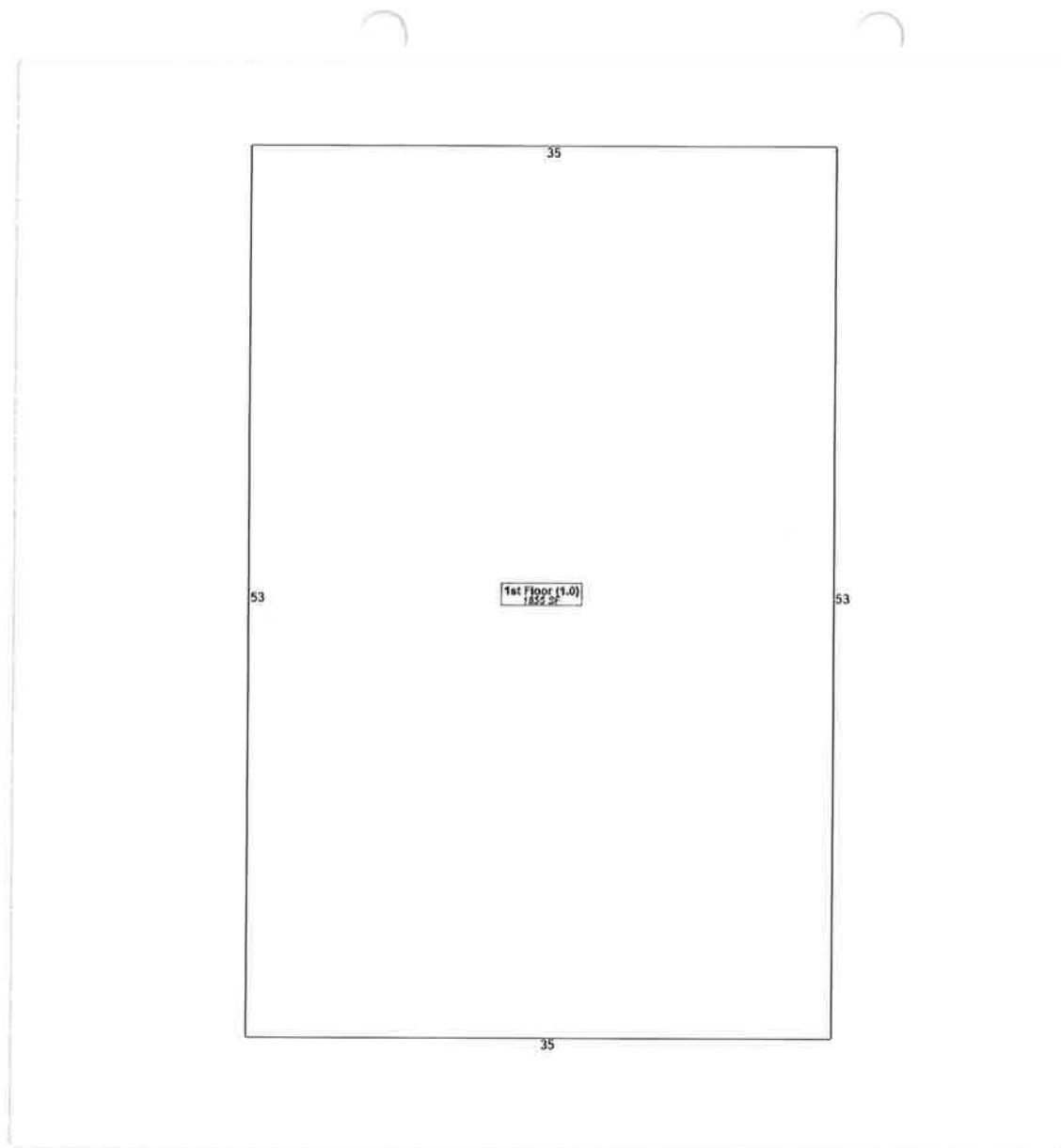
Valuation

	2019	2018	2017	2016
Previous Value	\$594,124	\$597,476	\$780,355	\$780,355
Land Value	\$364,000	\$364,000	\$364,000	\$496,100
+ Improvement Value	\$166,267	\$127,891	\$210,226	\$284,255
+ Accessory Value	\$102,233	\$102,233	\$23,250	\$0
= Current Value	\$632,500	\$594,124	\$597,476	\$780,355

Photos



Sketches



No data available for the following modules: Rural Land, Conservation Use Rural Land, Residential Improvement Information, Mobile Homes, Prebill Mobile Homes, Permits.

The Carroll County Tax Assessor makes every effort to produce and publish the most current and accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation. The assessed values are not certified values and therefore are subject to change before being finalized for ad valorem purposes.

Developed by
 **Schneider**
GEOSPATIAL

Last Data Upload: 7/12/2019, 7:04:04 AM

Version 2.2.30



**Villa Rica Police Department
Fingerprint Consent Form**

I hereby authorize **Villa Rica Police Department** to receive and forward to the requesting agency any criminal history record information pertaining to me which may be in the files of any state or local criminal justice agency in Georgia.

SYED J. SAADAT

Full Name (Print)

231 LANTANA XING, DALLAS, GA 30122

Address

M

Sex

ASIAN

Race

01-01-1982

Date of Birth

BAHGLADESH

Place of Birth

[REDACTED]

Social Security Number

060171060

Drivers License Number

4703653222

Telephone Number

MEER/WINE LICENCE

Reason for Fingerprinting

SI Management Inc / CHEVRON FOOD MART, 157 COMMERCE DR.
VILLARICA, GA 30180

Name and Address of Business requesting Fingerprints

Applicant Notification and Record Challenge:

Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedure for obtaining a change, correction or updating an FBI identification record is set forth in Title 28 Code of Federal Regulations 16.34.

Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 – 16.33 or go to the FBI website at <http://fbi.gov/about-us/cjis/background-checks>.

[Signature]
Signature

05/29/2019
Date

[Signature]
Notary

5/29/19
Date



US

Georgia

010182

010182

DL NO. 060171060

CLASS C

SYED J

SAADAT

3404 CHELSEA PARK LN APT D

PEACHTREE COR. GA 30092-5666

GWINNETT

Restrictions A

Iss 12/01/2017

Sex M

Hgt 5'-06"

Eyes BLK

Wgt 152 lb

DOB 01/01/1982

EXP 12/01/2022

End NONE

DD 328009619630059731

URGENT MEDICAL INFORMATION ON REVERSE

COMMISSIONER









Georgia Bureau of Investigation
3121 Panthersville Road
Decatur, Georgia 30034
404-244-2639

LSTCN:2729011811
GBITCN:91641343089992
DATE/TIME:2019-06-13 12:57:48
NAME:SAADAT, SYED J
PHOTO:PHOTO NOT AVAILABLE

THE FOLLOWING GEORGIA AND FBI NATIONAL CRIMINAL HISTORY RECORD INFORMATION WAS FOUND:

THIS INTERSTATE IDENTIFICATION INDEX RESPONSE IS THE RESULT OF YOUR
RECORD REQUEST FOR FBI/496315WF1. THE RECORD MAY BE OBTAINED FROM
WITHIN YOUR STATE. THE INTERSTATE IDENTIFICATION INDEX CONTAINS
NO ADDITIONAL DATA.
END

===== RAP SHEET SEPARATOR =====

Georgia Crime Information Center
3121 Panthersville Road
Decatur, GA 30037
(404) 244-2639

***** CRIMINAL HISTORY RECORD *****

Produced on 2019-06-13

***** Introduction *****

This rap sheet was produced in response to the following request:

State Id Number GA4594006J (GA)
Purpose Code E
Attention 91641343089992

The information in this rap sheet is subject to the following caveats:

**THIS RESPONSE IS BEING PRODUCED FOR YOUR REQUEST SENT: 2019-06-13
(GA; 2007-08-11)

Important! Criminal history record information is obtained one of two ways: 1) by conducting an inquiry using personal identifiers such as name and date of birth (name search), or 2) by submitting fingerprint cards to the Georgia Crime Information Center (GCIC). When conducting a name search for criminal history record information, there is a possibility that the information returned belongs to a different person with the same, or similar, identifiers. In this case, a positive match of the person whose criminal history record is sought requires submission of fingerprint cards to GCIC. When conducting a fingerprint search for criminal history record information, the information returned does, in fact, belong to the individual. In this case, conducting a name search using the individual's personal identifiers would be the same information. (GA; 2007-08-11)

When the information contained in a criminal history report causes an adverse employment or licensing decision the individual, business or agency making the decision must inform the applicant of all information pertinent to the decision. The disclosure must include information that a criminal history record check was conducted, the specific contents of the record and the effect the record had upon the decision. Failure to provide all such information to the person subject to the adverse decision is a misdemeanor offense under Georgia law. Additionally, any unauthorized dissemination of this record or information herein also violates Georgia law. The plea of nolo contendere may be considered a conviction for some purposes: however, except as otherwise provided by law, it shall not be used against the defendant in any other court as a conviction or admission of guilt or for the purpose of effecting any civil disqualification of the defendant to hold public office, to vote, to serve upon any jury, or any other civil disqualification imposed upon a person convicted of any offense under the laws of this state.
(GA; 2007-08-11)

In the event that identifiers are not clearly associated to a specific cycle, the information is most likely non-fingerprint based information received from the Department of Corrections at the time of release from incarceration. (GA; 2007-08-11)

***** IDENTIFICATION *****

Subject Name(s)

SAADAT, SYED JAWHAR (2016-05-12)

Subject Description

State Id Number
GA4594006J

Social Security Number
[REDACTED] (2016-05-12)

Sex
Male (2016-05-04)

Race
Unknown (2016-05-04)

Height
5'06" (2016-05-04)

Weight
180 (2016-05-04)

Date of Birth
1982-01-01 (2016-05-12)

Hair Color
Black (2016-05-04)

Eye Color
Brown (2016-05-04)

Place of Birth
BANGLADESH (2016-05-04)

***** CRIMINAL HISTORY *****

===== OTN 88404088312 (Cycle 001 of 001) =====
Offender Tracking Number (OTN) 88404088312
Earliest Event Date 2016-05-04
Offense Date 2016-05-04

Arrest (Cycle 001)

Arrest Date 2016-05-04
Arresting Agency GA0710000 HARALSON COUNTY SHERIFFS OFFICE
Subject's Name SAADAT, SYED JAWHAR
Arrest Type Adult

Charge 1
Charge Tracking Number 88404088312-001
Charge Literal HOMICIDE BY VEHICLE IN 2ND DEGREE - MISDEMEANOR
Statute 40-6-393(c); GA
NCIC Offense Code 0909
State Offense Code 0921
Severity Misdemeanor

Prosecutor Disposition (Cycle 001)
Case Number 17PAU00157/16HRL0028
Prosecutor Agency GA110015A PAULDING JUDICIAL CIRCUIT DISTRICT ATTORNEY
Subject's Name SAADAT, SYED JAWHAR

Charge 1
Charge Tracking Number 88404088312-001
Charge Literal HOMICIDE BY VEHICLE IN 2ND DEGREE - MISDEMEANOR
Statute 40-6-393(c); GA
NCIC Offense Code 0909
State Offense Code 0921
Severity Misdemeanor
Disposition ACCUSATION (2018-01-16; Other)

***** INDEX OF AGENCIES *****

Agency HARALSON COUNTY SHERIFFS OFFICE; GA0710000;
SHERIFF
Address PO BOX 309
BUCHANAN, GA 301130000

Agency PAULDING JUDICIAL CIRCUIT DISTRICT ATTORNEY;
GA110015A;
PROSECUTOR
Address 11 COURTHOUSE SQUARE ROOM 101
DALLAS, GA 301320000

* * * END OF RECORD * * *

JACK F. WITCHER

ATTORNEY AT LAW

JACK F. WITCHER

DANIEL B. GREENFIELD
NATHANIEL C. WHEELWRIGHT
CHARLES E. NYE
CASSI L. WITCHER (GA. & ALA.)

601 PACIFIC AVENUE
P.O. DRAWER 1330
BREMEN, GEORGIA 30110
(770) 537-5848

www.jwitcher.com
WEB ADDRESS

(770) 537-3899
FAX

nwheelwright@jwitcher.com

THOMAS M. WITCHER
SR. COUNSEL

May 17, 2016

Mr. Syed Jawhar Saadat
151 McAdams Drive
Tallapoosa, GA 30176

RE: State v. Syed Jawhar Saadat
Superior Court of Haralson County
Charge: Vehicular Homicide; Following Too Closely

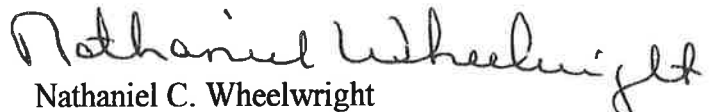
Dear Mr. Saadat:

I am enclosing herewith for your information the following documents, to wit:

1. copy of my Entry of Appearance in the above-entitled matter.

All of these documents are furnished to you for your information and review, and no action is required on your part by virtue of same. If you should have any questions or comments about the enclosures, or if I may be of further help to you, please do not hesitate to contact me.

Yours very truly,


Nathaniel C. Wheelwright

NCW/tlm
Enclosure

Agency ID (ORI)

GA0710000

HISTO ARREST/BOOKING REPOI

ORIGINAL PUBLIC COPY

Booking Date: 05/04/2016

Time: 0921

Thursday September 14 2017 2:13 PM

Page 1

Inmate #: 79311

PERSONAL DATA

DEFENDANT NAME (LAST, FIRST, MIDDLE)

SAADAT, SYED JAWHAR

RACE

O

SEX

M

DATE OF BIRTH

PLACE OF BIRTH

BANGLADESH

AGE AT BOOKING

HEIGHT WEIGHT

HAIR

EYES

INS NO.

SOCIAL SECURITY #

CURRENT AGE

506

150

BLK

BRO

** INFO WITHHELD **

VISIBLE SCARS AND MARKS:

SID NUMBER

** INFO WITHHELD **

FBI NUMBER

** INFO WITHHELD **

ADDRESS

151 MCADDAMS DRIVE * TALLAPOOSA, GA 30176

PHONE NUMBER

470-365-3222

ALIAS

DRIVERS LICENSE NUMBER

F8195633

STATE

CA

LAST KNOWN EMPLOYER

SELF-EMPLOYED

GANG INVOLVED?

GANG NAME

ARRESTING OFFICER

MICHAEL MOORE 546

#

GSP

ARRESTING AGENCY

GSP - GEORGIA STATE PATROL

BOOKING OFFICER

J. HOOPER

SEARCHED BY

J. HOOPER

FINGERPRINTED BY

J. HOOPER

ATTORNEY

OCA

OTN

** INFO WITHHELD **

ATTORNEY E-MAIL

ATTORNEY PHONE # ATTORNEY FAX #

ARREST DATE

05/04/2016

TIME

0900

LOCATION

Do you want to consult with your consulate?

RELEASE

DATE

05/11/2016

TIME

1704

RELEASE TYPE

BONDED OUT

RELEASING OFFICER

M. BELL

REMARKS

TIME SERVED

7

(days)

CHARGE

OFFENSE DATE	CNT	STATUTE	UCR	TYPE	CASE#
05/04/2016	1	40-6-393(B)	7399	MISD.	

CHARGE WARRANT# 16BCH3216

VEHICULAR HOMICIDE - 2ND DEGREE CCH Code

LOCATION

AT/NEAR

Y

OFFENSE

COUNTY

ARREST

COUNTY

BOND

TYPE

PROPERTY

COMPANY

AMOUNT

\$3,000

DISPOSITION

DATE

SENTENCE

COURT DATE

COURT

SUPERIOR

CHARGE

OFFENSE DATE	CNT	STATUTE	UCR	TYPE	CASE#
05/04/2016	1	40-6-48	7399	MISD.	

CHARGE WARRANT# 16BCH3215

FAILURE TO DRIVE WITHIN SINGLE LANE CCH Code

LOCATION

AT/NEAR

Y

OFFENSE

COUNTY

ARREST

COUNTY

BOND

TYPE

PROPERTY

COMPANY

WHITE BONDING

AMOUNT

\$500

DISPOSITION

DATE

SENTENCE

COURT DATE

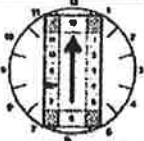
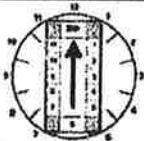
COURT

SUPERIOR

**STATE OF GEORGIA TRAFFIC CRASH REPORT**

Georgia State Patrol
Georgia Department of Public Safety
P.O. Box 1456
Atlanta, Georgia 30371-1456

Crash Number C000405431-01		Reporting Agency GEORGIA DEPARTMENT OF PUBLIC SAFETY		Reporting Agency Case Number		Reporting Agency CAD Number GSPA16CAD031755	
CRASH IDENTIFIERS							
County of Crash HARALSON		City or Place of Crash		City Limits		Crash Date/Time 05/03/2016 11:50 PM	
On Scene Date/Time 05/04/2016 12:23 AM		Cleared Scene Date/Time 05/04/2016 06:00 AM		Complete Date/Time 05/10/2016 05:15 PM		Reported Date/Time 05/03/2016 11:52 PM	
				Reason (if Investigation Not Complete)		Dispatched Date/Time 05/03/2016 11:54 PM	
Source of Information LAW ENFORCEMENT AGENCY							
ROADWAY INFORMATION							
Roadway Description for Location of Occurrence 20W MM6				Distance to City or Place of Crash		Latitude N 33 41 13.52	
Intersecting Roadway Description for Location of Occurrence				Distance / Direction from Crash Location		Longitude W 85 14 10.82	
Part of National Highway System YES		Roadway Functional Class Type URBAN		Roadway Functional Class Detail PRINCIPAL ARTERIAL-INTERSTATE			
Type of Shoulder PAVED		Roadway Lighting NO LIGHTING		Roadway Bypass Facility NONE		Signed Bicycle Route NOT APPLICABLE	
Traffic Control Type at Intersection NO CONTROL		Mainline Number of Lanes at Intersection		Side Road Number of Lanes at Intersection			
CRASH INFORMATION							
Light Condition DARK-NOT LIGHTED		Weather Condition CLOUDY		Roadway Surface Condition DRY		Crash Pictures Taken	
First Harmful Event Type COLLISION NON-FIXED OBJECT				First Harmful Event Detail MOTOR VEHICLE IN TRANSPORT			
Total Counts		Vehicles		CMV		Motorists	
2		2		0		2	
Non-Motorists		Injured		Fatalities		Other Persons	
0		2		0		0	
Businesses		Violations					
1		2					
First Harmful Events Relation to Junction NON-JUNCTION				Type of Intersection NOT AT INTERSECTION			
Contributing Circumstances: Environment NONE				Contributing Circumstances: Environment NONE			
Contributing Circumstances: Road NONE				Contributing Circumstances: Road NONE			
School Bus Related NO				Work Zone Related NO			
				Crash Location in Work Zone			
VEHICLE V01							
Motor Vehicle Type MOTOR VEHICLE IN TRANSPORT		State CA		License Number 8HUH599		Registration Expires 6/20/2016	
Year 2009		Make TOYOTA		Model CAMRY		Color WHI	
Style SEDAN		Body Type Category PASSENGER CAR		VIN 4T4BE46K09R121239			
Special Function of Motor Vehicle in Transport NO SPECIAL FUNCTION		Emergency Motor Vehicle Use NO		Type of Bus Use NOT A BUS			
Owner First Name SYED		Owner Middle Name JAWHAR		Owner Last Name SAADAT		Owner Suffix	
Address 1843 SEVILLE WAY		Address Other		City SAN JOSE		State CA	
Owner Phone Number		Owner Phone Number (other)		Insurance Company FARMERS		Insurance Policy Number 194077914	
Vehicle Removal TOWED DUE TO DISABLING DAMAGE		Vehicle Towed By MANN'S WRECKER		Wrecker Selection Method ROTATION			
Direction of Travel Before Crash WESTBOUND		Speed: Estimated 70		Roadway Type UNDIVIDED HIGHWAY		Total Lanes 2	
Trafficway Description TWO-WAY DIVIDED POSITIVE MEDIAN BARRIER		Roadway Horizontal Alignment STRAIGHT		Roadway Grade LEVEL		Working Property	
Roadway Description for Vehicle Travel I-20W MM6		Traffic Control Device Type NO CONTROLS					
Vehicle Maneuver Action (by this vehicle) MOVEMENTS ESSENTIALLY STRAIGHT AHEAD		Hit & Run (by this vehicle) NO DID NOT LEAVE SCENE		Damage Extent (for this vehicle) DISABLING DAMAGE			
1st Sequence of Events Type (this vehicle) COLLISION NON-FIXED OBJECT		1st Sequence of Events Detail (this vehicle) MOTOR VEHICLE IN TRANSPORT					
2nd Sequence of Events Type (this vehicle) NON-COLLISION		2nd Sequence of Events Detail (this vehicle) OVERTURN/ROLLOVER					
3rd Sequence of Events Type (this vehicle) N/A		3rd Sequence of Events Detail (this vehicle)					
Most Harmful Event Type (this vehicle) COLLISION NON-FIXED OBJECT		Most Harmful Event Detail (this vehicle) MOTOR VEHICLE IN TRANSPORT					
Contributing Circumstances 1 (this vehicle) NONE		Contributing Circumstances 2 (this vehicle) NONE					
Area of Initial Impact ☒ Non Collision ☒ Top ☒ Undercarriage ☒ Unknown				Most Damaged Area ☒ Non Collision ☒ Top ☒ Undercarriage ☒ Unknown			
Occupant Type DRIVER		Person Name (First Middle Last Suffix) SYED JAWHAR SAADAT		Injury Status NON FATAL INJURY			
VEHICLE V02							
Motor Vehicle Type MOTOR VEHICLE IN TRANSPORT		State AL		License Number 18AG907		Registration Expires 6/30/2016	
Year 2001		Make FORD		Model WINDSTAR		Color SIL	
Style VAN		Body Type Category PASSENGER VAN		VIN 2FMZA57401BB16496			
Special Function of Motor Vehicle in Transport NO SPECIAL FUNCTION		Emergency Motor Vehicle Use NO		Type of Bus Use NOT A BUS			

Crash Number C000405431-01		Reporting Agency GEORGIA DEPARTMENT OF PUBLIC SAFETY		Reporting Agency Case Number		Reporting Agency CAD Number GSPA16CAD031755	
Owner First Name NICHOLAS		Owner Middle Name		Owner Last Name MOORE		Owner Suffix	
Address 139 CO RD 631		Address Other		City HEFLIN		State AL	
Owner Phone Number		Owner Phone Number (other)		Insurance Company GEICO		Insurance Policy Number 42421398656	
Vehicle Removal TOWED DUE TO DISABLING DAMAGE				Vehicle Towed By HICKS TOWING		Wrecker Selection Method ROTATION	
Direction of Travel Before Crash WESTBOUND		Speed: Estimated 70		Roadway Type UNDIVIDED HIGHWAY		Total Lanes 2	
Trafficway Description TWO-WAY DIVIDED POSITIVE MEDIAN BARRIER		Traffic Control Device Type NO CONTROLS		Roadway Horizontal Alignment STRAIGHT		Roadway Grade LEVEL	
Roadway Description for Vehicle Travel 1-20W MMG				Working Properly			
Vehicle Maneuver Action (by this vehicle) MOVEMENTS ESSENTIALLY STRAIGHT AHEAD				Hit & Run (by this vehicle) NO DID NOT LEAVE SCENE		Damage Extent (for this vehicle) DISABLING DAMAGE	
1st Sequence of Events Type (this vehicle) COLLISION NON-FIXED OBJECT				1st Sequence of Events Detail (this vehicle) MOTOR VEHICLE IN TRANSPORT			
2nd Sequence of Events Type (this vehicle) COLLISION WITH FIXED OBJECT				2nd Sequence of Events Detail (this vehicle) GUARDRAIL FACE			
Most Harmful Event Type (this vehicle) COLLISION WITH FIXED OBJECT				Most Harmful Event Detail (this vehicle) GUARDRAIL FACE			
Contributing Circumstances 1 (this vehicle) NONE				Contributing Circumstances 2 (this vehicle) NONE			
Area of Initial Impact				Most Damaged Area			
Occupant Type DRIVER		Person Name (First Middle Last Suffix) NICHOLAS ALEXANDER MOORE		Injury Status NON FATAL INJURY			

DRIVER V02							
Person Type DRIVER		Vehicle# V02		Person Type Detail			
First Name NICHOLAS		Middle Name ALEXANDER		Last Name MOORE		Suffix	
Address 139 CO RD 631		Address Other		City HEFLIN		State AL	
Phone Number		Phone Number (other)		Condition at Time of Crash APPARENTLY NORMAL			
Driver License Number 9417822		Class D		Expires 07/02/2019		Status VALID LICENSE	
Drivers License Restrictions 1 NONE		Drivers License Restrictions 2 NONE		Drivers License Restrictions 3 NONE			
Driver Distracted By NOT DISTRACTED				Driver Vision Obstructions VISION NOT OBSCURED			
Driver Actions at Time of Crash 1 (based on judgement of investigation officer) NO CONTRIBUTING ACTION				Driver Actions at Time of Crash 2 (based on judgement of investigation officer) NO CONTRIBUTING ACTION			
Driver Actions at Time of Crash 3 (based on judgement of investigation officer) NO CONTRIBUTING ACTION				Driver Actions at Time of Crash 4 (based on judgement of investigation officer) NO CONTRIBUTING ACTION			
Motor Vehicle Seating Position: Row FRONT		Motor Vehicle Seating Position: Seat LEFT		Motor Vehicle Seating Position: Other NOT APPLICABLE		Seating Position Unknown	
Restraint Systems SHOULDER AND LAP BELT USED				Ejection NOT EJECTED			
Air Bag Deployed DEPLOYED-COMBINATION				Trapped Entrapment NOT TRAPPED			
Injury Severity Level Type NON FATAL INJURY		Injury Severity Level Detail NON-INCAPACITATING (B)		Primary or Most Unusual of Body Areas Injured During Crash UNSPECIFIED			
Source of Transport to Medical Facility EMS GROUND		EMS Agency Name or ID HIGGINS		EMS Run Number 2074		Medical Facility Transported To HIGGINS	
Law Enforcement Suspected Alcohol Use NO		Alcohol Test Type TEST NOT GIVEN		Alcohol Test Result		BAC	
Law Enforcement Suspected Drug Use NO		Drug Test Type TEST NOT GIVEN		Drug Test Result			

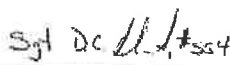
DRIVER V01							
Person Type DRIVER		Vehicle# V01		Person Type Detail			
First Name SYED		Middle Name JAWHAR		Last Name SAADAT		Suffix	
Address 1843 SEVILLE WAY		Address Other		City SAN JOSE		State CA	
Phone Number		Phone Number (other)		Condition at Time of Crash APPARENTLY NORMAL			
Driver License Number F0185033		Class D		Expires 01/01/2019		Status VALID LICENSE	
Drivers License Restrictions 1 NONE		Drivers License Restrictions 2 NONE		Drivers License Restrictions 3 NONE			
Driver Distracted By NOT DISTRACTED				Driver Vision Obstructions VISION NOT OBSCURED			
Driver Actions at Time of Crash 1 (based on judgement of investigation officer) FAILED TO KEEP IN PROPER LANE				Driver Actions at Time of Crash 2 (based on judgement of investigation officer) NO CONTRIBUTING ACTION			
Driver Actions at Time of Crash 3 (based on judgement of investigation officer) NO CONTRIBUTING ACTION				Driver Actions at Time of Crash 4 (based on judgement of investigation officer) NO CONTRIBUTING ACTION			
Motor Vehicle Seating Position: Row FRONT		Motor Vehicle Seating Position: Seat LEFT		Motor Vehicle Seating Position: Other NOT APPLICABLE		Seating Position Unknown	
Restraint Systems SHOULDER AND LAP BELT USED				Ejection NOT EJECTED			

Crash Number C000405431-01		Reporting Agency GEORGIA DEPARTMENT OF PUBLIC SAFETY		Reporting Agency Case Number		Reporting Agency CAD Number GSPA16CAD031755	
Air Bag Deployed DEPLOYED-COMBINATION				Ejection NOT EJECTED			
Trapped/Extrication TRAPPED & EXTRICATED							
Injury Severity Level Type NON FATAL INJURY		Injury Severity Level Detail NON-INCAPACITATING (B)				Primary or Most Obvious of Body Area Injured During Crash NECK	
Source of Transport to Medical Facility EMS GROUND		EMS Agency Name or ID HIGGINS		EMS Run Number 2074		Medical Facility Transported To HIGGINS	
Law Enforcement Suspected Alcohol Use NO		Alcohol Test Type BLOOD		Alcohol Test Result PENDING		BAC	
Law Enforcement Suspected Drug Use NO		Drug Test Type BLOOD		Drug Test Result PENDING		Drug Test Result PENDING	
Violation Type Issued UNIFORM TRAFFIC CITATION UNIFORM TRAFFIC CITATION		Number E02168338 E02168338		Violation Description 40-6-48 FAILURE TO MAINTAIN LANE 40-6-393(C) HOMICIDE BY VEHICLE (2ND DEGREE)			
BUSINESS RECORD							
Business Name GEORGIA DOT		Phone Number 404-631-1990		Phone Number (other)			
Address 600 PEACHTREE ST		Address Other		City ATLANTA		State GA	
				Zip Code 30313			
NON VEHICLE PROPERTY DAMAGE							
Description of Damaged Property GUARDRAIL						Estimated Damage	
Property Limited to PERSON'S BUSINESS GEORGIA DOT							
NARRATIVE: C000405431							

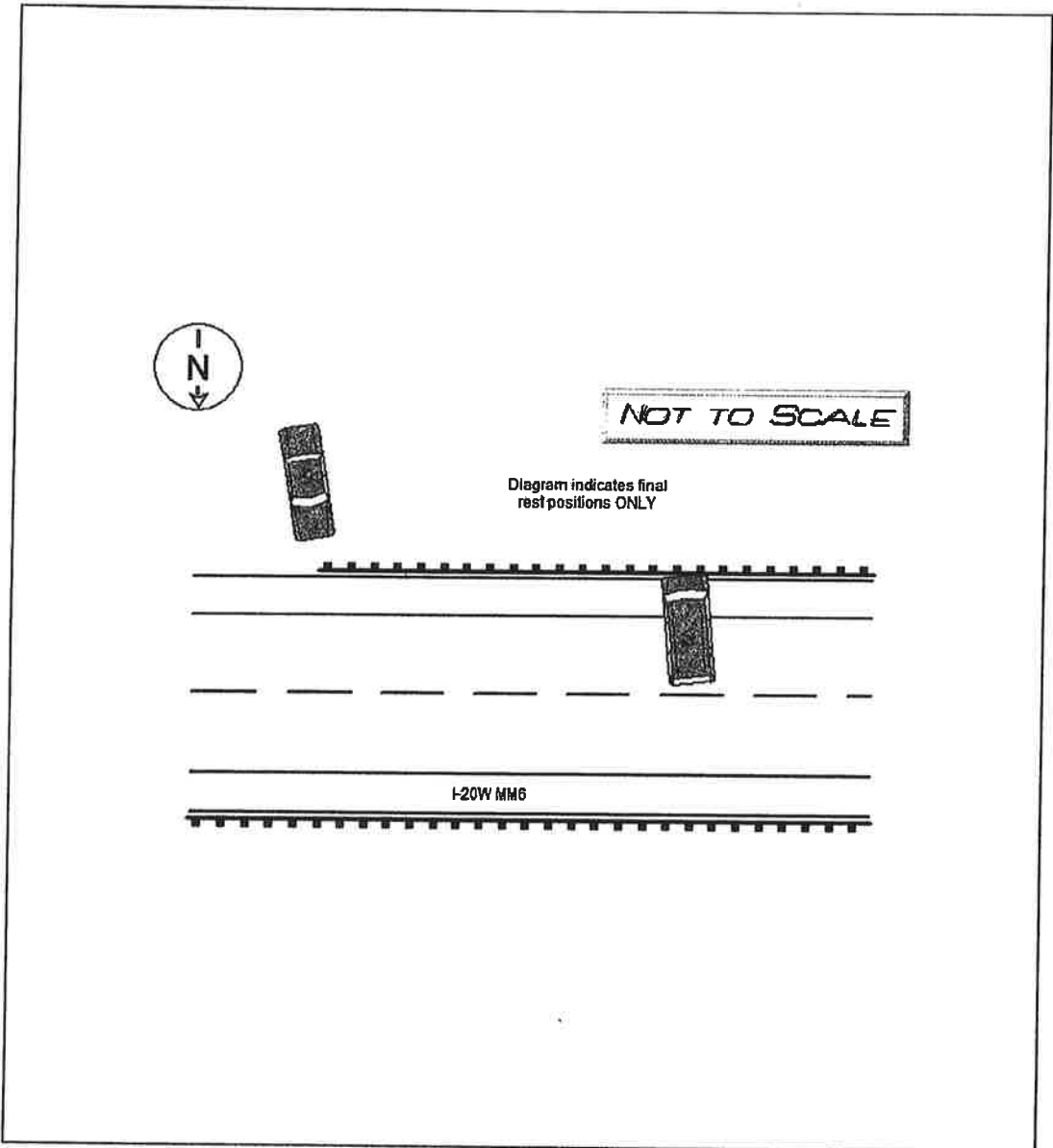
Vehicle #1 was traveling west on I-20 in the left lane. Vehicle #2 was traveling west on I-20 in the right lane. For an unknown reason, vehicle #1 failed to maintain its lane and struck the left rear of vehicle #2 with the front right of vehicle #1. Vehicle #1 then began to spin out, traveling sideways along the roadway. Vehicle #1 then began to flip multiple times before coming to a final rest on the left shoulder. Vehicle #2 began to spin out, striking the guard rail on the right shoulder before coming to a final rest, half in the left emergency lane and half in the left lane, facing south. Area of impact occurred in the roadway. Investigation was recorded on DVD by the investigating Trooper.

The investigation has been turned over to SCRTA. #SCRTA-020-16

DVD #546-024-2016

REPORTING OFFICER		APPROVING OFFICER (SUPERVISOR)	
Reporting Officer Name MOORE, MICHAEL	Signature 	Approving Officer Name GLEATON, D.C.	Signature 
ID Number 0648	Rank TPR	ID Number 0554	Rank SFC
Org / Unit GSPA/POST		Org / Unit GSPA/POST	

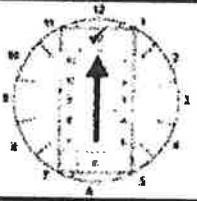
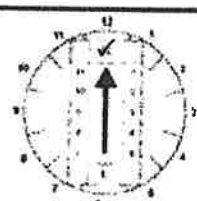
Crash Number C000405431-01	Reporting Agency GEORGIA DEPARTMENT OF PUBLIC SAFETY	Reporting Agency Case Number	Reporting Agency CAD Number GSPA16CAD031755
DIAGRAM OF ACCIDENT			

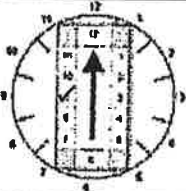
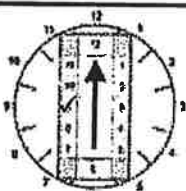




STATE OF GEORGIA TRAFFIC CRASH REPORT

Georgia State Patrol
Georgia Department of Public Safety
P.O. Box 1456
Atlanta, Georgia 30371-1456

Crash Number C000409720-01		Reporting Agency GEORGIA DEPARTMENT OF PUBLIC SAFETY		Reporting Agency Case Number		Reporting Agency CAD Number GSPA16CAD031755	
CRASH IDENTIFIERS							
County of Crash HARALSON		City or Place of Crash		☐ City Limits	Crash Date/Time 04/30/2016 11:52 PM		Reported Date/Time 05/03/2016 11:52 PM
On Scene Date/Time 05/04/2016 12:23 AM		Cleared Scene Date/Time 05/04/2016 06:00 AM		Complete Date/Time 05/10/2016 06:03 PM		Dispatched Date/Time 05/03/2016 11:54 PM	
Reason (if Investigation Not Complete)						Source of Information LAW ENFORCEMENT AGENCY	
ROADWAY INFORMATION							
Roadway Description for Location of Occurrence 20W MM6				Distance to City or Place of Crash		Latitude N 33 41 19.48	Longitude W 85 13 13.18
Intersecting Roadway Description for Location of Occurrence				Distance / Direction from Crash Location		☐ Roadway Blocked	Roadway Cleared Date/Time
Part of National Highway System YES		Roadway Functional Class Type URBAN		Roadway Functional Class Detail PRINCIPAL ARTERIAL-INTERSTATE			
Type of Shoulder PAVED		Roadway Lighting NO LIGHTING		Roadway Bikeway Facility NONE		Signed Bicycle Route NOT APPLICABLE	
Traffic Control Type at Intersection NO CONTROL		Mainline Number of Lanes at Intersection		Side Road Number of Lanes at Intersection			
CRASH INFORMATION							
Light Condition DARK NOT LIGHTED		Weather Condition CLOUDY		Roadway Surface Condition DRY		☐ Crash Pictures Taken	
First Harmful Event Type COLLISION NON-FIXED OBJECT				First Harmful Event Detail MOTOR VEHICLE IN TRANSPORT			
Total Counts	Vehicles	CMV	Motorists	Non-Motorists	Injured	Fatalities	Witnesses
	2	0	2	0	1	1	0
First Harmful Event's Relation to Junction NON-JUNCTION		Is First Harmful Event within Interchange Area NO		Type of Intersection NOT AT INTERSECTION			
Contributing Circumstances: Environment NONE		Contributing Circumstances: Environment NONE		Contributing Circumstances: Environment NONE			
Contributing Circumstances: Road NONE		Contributing Circumstances: Road NONE		Contributing Circumstances: Road NONE			
School Bus Related NO		Work Zone Related NO		Crash Location in Work Zone			
VEHICLE V01							
Motor Vehicle Type MOTOR VEHICLE IN TRANSPORT		State GA		License Number PWJ1870		Registration Expires 2/2017	
Year 2014		Make CHEVROLET		Model CRUZE LT		Body Type Category PASSENGER CAR	
Style 4S		Color RED		Type of Bus Use NOT A BUS			
Special Function of Motor Vehicle in Transport NO SPECIAL FUNCTION		Emergency Motor Vehicle Use NO					
Owner First Name SADE'		Owner Middle Name NICOLE		Owner Last Name BAKER		Owner Suffix	
Address 2250 SKINT CHESTNUT DR		Address Other		City LITHIA SPRINGS		State GA	
Owner Phone Number		Owner Phone Number (other)		Insurance Company STATE FARM		Insurance Policy Number 7529149-C06-11A	
Vehicle Removal DRIVEN - NOT DISABLED		Vehicle Towed By		Wrecker Selection Method			
Direction of Travel Before Crash WESTBOUND		Speed: Estimated 70		Roadway Type DIVIDED HIGHWAY		Total Lanes 2	
Trafficway Description TWO-WAY DIVIDED UNPROTECTED (PAINTED >4 FEET) MEDIAN		Traffic Control Device Type NO CONTROLS		Roadway Horizontal Alignment STRAIGHT		Roadway Grade LEVEL	
Roadway Description for Vehicle Travel 20W MM6		Working Properly					
Vehicle Maneuver Action (by this vehicle) MOVEMENTS ESSENTIALLY STRAIGHT AHEAD		Hit & Run (by this vehicle) NO DID NOT LEAVE SCENE		Damage Extent (for this vehicle) DISABLING DAMAGE			
1st Sequence of Events Type (this vehicle) COLLISION NON-FIXED OBJECT		1st Sequence of Events Detail (this vehicle) MOTOR VEHICLE IN TRANSPORT					
Most Harmful Event Type (this vehicle) COLLISION NON-FIXED OBJECT		Most Harmful Event Detail (this vehicle) MOTOR VEHICLE IN TRANSPORT					
Contributing Circumstances 1 (this vehicle) NONE		Contributing Circumstances 2 (this vehicle) NONE					
Area of Initial Impact ☐ Non Collision ☐ Top ☐ Undercarriage ☐ Unknown				Most Damaged Area ☐ Non Collision ☐ Top ☐ Undercarriage ☐ Unknown			
Occupant Type DRIVER		Person Name (First Middle Last Suffix) SADE' NICOLE BAKER				Injury Status NON FATAL INJURY	
VEHICLE V02							
Motor Vehicle Type MOTOR VEHICLE IN TRANSPORT		State AL		License Number 18AG907		Registration Expires 2/2021	
Year 2001		Make FORD		Model WINDSTAR		Body Type Category PASSENGER VAN	
Style VAN		Color SIL		Type of Bus Use NOT A BUS			
Special Function of Motor Vehicle in Transport NO SPECIAL FUNCTION		Emergency Motor Vehicle Use NO					
Owner First Name NICHOLAS		Owner Middle Name ALEXANDER		Owner Last Name MOORE		Owner Suffix	
Address 139 CO RD 631		Address Other		City HEFLIN		State AL	
Owner Phone Number		Owner Phone Number (other)		Insurance Company GEICO		Insurance Policy Number 42421399656	

Crash Number C000409720-01		Reporting Agency GEORGIA DEPARTMENT OF PUBLIC SAFETY		Reporting Agency Case Number		Reporting Agency CAD Number GSPA16CAD031755	
Vehicle Removal TOWED DUE TO DISABLING DAMAGE				Vehicle Towed By HICKS TOWING		Wrecker Selection Method ROTATION	
Direction of Travel Before Crash WESTBOUND		Speed: Estimated 70	Posted 70	Roadway Type DIVIDED HIGHWAY	Total Lanes 2	Roadway Horizontal Alignment STRAIGHT	Roadway Grade LEVEL
Trafficway Description TWO-WAY DIVIDED UNPROTECTED (PAINTED >4 FEET) MEDIAN				Traffic Control Device Type NO CONTROLS		Working Properly ☐	
Roadway Description for Vehicle Travel 20W MM6							
Vehicle Maneuver Action (by this vehicle) STOPPED IN TRAFFIC		Hit & Run (by this vehicle) NO DID NOT LEAVE SCENE		Damage Extent (for this vehicle) DISABLING DAMAGE			
1st Sequence of Events Type (this vehicle) COLLISION NON-FIXED OBJECT		1st Sequence of Events Detail (this vehicle) MOTOR VEHICLE IN TRANSPORT					
Most Harmful Event Type (this vehicle) COLLISION NON-FIXED OBJECT		Most Harmful Event Detail (this vehicle) MOTOR VEHICLE IN TRANSPORT					
Contributing Circumstances 1 (this vehicle) NONE		Contributing Circumstances 2 (this vehicle) NONE					
Area of Initial Impact ☐ Non Collision ☐ Top ☐ Undercarriage ☐ Unknown				Most Damaged Area ☐ Non Collision ☐ Top ☐ Undercarriage ☐ Unknown			
Occupant Type DRIVER		Person Name (First Middle Last Suffix) NICHOLAS ALEXANDER MOORE				Injury Status FATAL INJURY (K)	
DRIVER V02							
Person Type DRIVER		NM#	Vehicle# V02	Person Type Detail			
First Name NICHOLAS		Middle Name ALEXANDER		Last Name MOORE		Suffix	Date of Birth 1986
Address 139 CO RD 631		Address Other		City HEFLIN		State AL	Zip Code 36264
Phone Number		Phone Number (other)		Condition at Time of Crash APPARENTLY NORMAL			
Driver License Number 9417822		Class D	Expires 2019	State AL	Jurisdiction 02	Type NON-CDL DRIVER'S LICENSE	Status VALID LICENSE
Drivers License Restrictions 1 NONE		Drivers License Restrictions 2 NONE		Drivers License Restrictions 3 NONE			
Driver Distracted By NOT DISTRACTED		Driver Vision Obstructions VISION NOT OBSCURED					
Driver Actions at Time of Crash 1 (based on judgement of investigation officer) NO CONTRIBUTING ACTION		Driver Actions at Time of Crash 2 (based on judgement of investigation officer) NO CONTRIBUTING ACTION					
Driver Actions at Time of Crash 3 (based on judgement of investigation officer) NO CONTRIBUTING ACTION		Driver Actions at Time of Crash 4 (based on judgement of investigation officer) NO CONTRIBUTING ACTION					
Motor Vehicle Seating Position: Row FRONT		Motor Vehicle Seating Position: Seat LEFT		Motor Vehicle Seating Position: Other NOT APPLICABLE		☐ Seating Position Unknown	
Restraint Systems UNKNOWN		Helmet Use					
Air Bag Deployed DEPLOYED-COMBINATION		Ejection EJECTED TOTALLY					
Trapped Extrication NOT TRAPPED							
Injury Severity Level Type FATAL INJURY (K)		Injury Severity Level Detail		Primary or Most Obvious of Body Area Injured During Crash			
Source of Transport to Medical Facility EMS GROUND		EMS Agency Name or ID HIGGINS		EMS Run Number 2075		Medical Facility Transported To HIGGINS	
Law Enforcement Suspected Alcohol Use NO		Alcohol Test Type		Alcohol Tested TEST NOT GIVEN		Alcohol Test Result BAC	
Law Enforcement Suspected Drug Use NO		Drug Test Type		Drug Tested TEST NOT GIVEN		Drug Test Result	
DRIVER V01							
Person Type DRIVER		NM#	Vehicle# V01	Person Type Detail			
First Name SADE		Middle Name NICOLE		Last Name BAKER		Suffix	Date of Birth 1987
Address 2250 SKINT CHESTNUT DR		Address Other		City LITHIA SPGS		State GA	Zip Code 30122
Phone Number		Phone Number (other)		Condition at Time of Crash APPARENTLY NORMAL			
Driver License Number 051174583		Class C	Expires 2019	State GA	Jurisdiction 02	Type NON-CDL DRIVER'S LICENSE	Status VALID LICENSE
Drivers License Restrictions 1 NONE		Drivers License Restrictions 2 NONE		Drivers License Restrictions 3 NONE			
Driver Distracted By NOT DISTRACTED		Driver Vision Obstructions VISION NOT OBSCURED					
Driver Actions at Time of Crash 1 (based on judgement of investigation officer) NO CONTRIBUTING ACTION		Driver Actions at Time of Crash 2 (based on judgement of investigation officer) NO CONTRIBUTING ACTION					
Driver Actions at Time of Crash 3 (based on judgement of investigation officer) NO CONTRIBUTING ACTION		Driver Actions at Time of Crash 4 (based on judgement of investigation officer) NO CONTRIBUTING ACTION					
Motor Vehicle Seating Position: Row FRONT		Motor Vehicle Seating Position: Seat LEFT		Motor Vehicle Seating Position: Other NOT APPLICABLE		☐ Seating Position Unknown	
Restraint Systems SHOULDER AND LAP BELT USED		Helmet Use					
Air Bag Deployed DEPLOYED-COMBINATION		Ejection NOT EJECTED					
Trapped Extrication NOT TRAPPED							
Injury Severity Level Type NON FATAL INJURY		Injury Severity Level Detail NON-INCAPACITATING (B)		Primary or Most Obvious of Body Area Injured During Crash UPPER EXTREMITY			
Source of Transport to Medical Facility EMS GROUND		EMS Agency Name or ID HIGGINS		EMS Run Number 2075		Medical Facility Transported To HIGGINS	

Crash Number C000409720-01		Reporting Agency GEORGIA DEPARTMENT OF PUBLIC SAFETY		Reporting Agency Case Number		Reporting Agency CAD Number GSPA16CAD031755	
Law Enforcement Suspected Alcohol Use NO	Alcohol Test Type	Alcohol Tested TEST NOT GIVEN	Alcohol Test Result		BAC		
Law Enforcement Suspected Drug Use NO	Drug Test Type	Drug Tested TEST NOT GIVEN	Drug Test Result				

NARRATIVE: C000409720

Vehicle #1 was traveling west on I-20 in the left lane. Vehicle #2 was facing south on I-20, half in the emergency lane and half in the left lane. Vehicle #2 was disabled due to a previous accident that had just occurred (Report #C000405531). Vehicle #1 struck the left side of vehicle #2 with the front of vehicle #1. Area of impact occurred in the roadway. Investigation was recorded on DVD by the investigating Trooper.

The investigation has been turned over to SCRT-A. #SCRTA-020-2016

DVD #546-024-2016

REPORTING OFFICER		APPROVING OFFICER (SUPERVISOR)	
Reporting Officer Name MOORE, MICHAEL	Signature	Approving Officer Name GLEATON, D.C.	Signature
ID Number 0546	Rank TPR	ID Number 0554	Rank SFC
Org / Unit GSPAPOST		Org / Unit GSPAPOST	

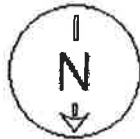
Crash Number
C000409720-01

Reporting Agency
GEORGIA DEPARTMENT OF PUBLIC SAFETY

Reporting Agency Case Number

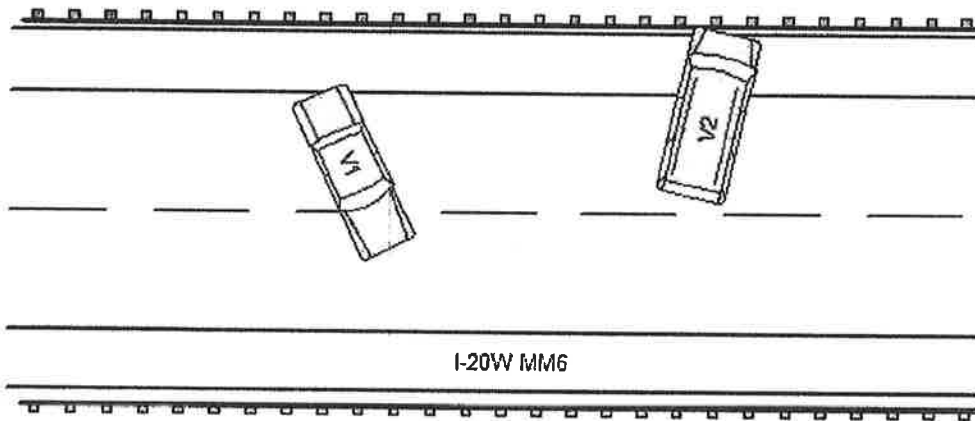
Reporting Agency CAD Number
GSPA16CAD031755

DIAGRAM OF ACCIDENT



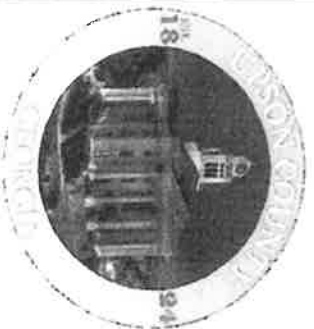
Final Rest positions only

NOT TO SCALE



UPSON COUNTY WINE BEVERAGE LICENSE

This license authorizes SYED SAADAT a WINE PACKAGE LICENSE for 3SP INC: KELLY'S KORNER, located at 2011 YATESVILLE HIGHWAY in Upson County, Georgia, and no other place. This License is subject to the Ordinances of Upson County and the laws of this State. This License expires on the 31ST DAY OF DECEMBER, 2019. Issued and the License fee of \$200.00 received this 23rd day of January, 2019.

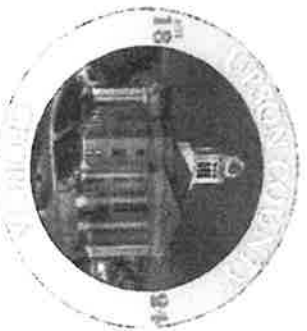



Clerk, Board of Commissioners

14/2019

UPSON COUNTY MALT BEVERAGE LICENSE

This license authorizes SYED SAADAT a BEER PACKAGE LICENSE for 3SP INC: KELLY'S KORNER, located at 2011 YATESVILLE HIGHWAY in Upson County, Georgia, and no other place. This License is subject to the Ordinances of Upson County and the laws of this State. This License expires on the 31ST DAY OF DECEMBER, 2019. Issued and the License fee of \$200.00 received this 23rd day of January, 2019.



Clerk, Board of Commissioners

15 / 2019



CITY OF VILLA RICA

City Council Packet

SUBJECT: VA-05-19 – 895 Dallas Highway

CITY COUNCIL AGENDA DATE: July 23, 2019

DATE: June 28, 2019

PREPARED BY: Ronald Johnson, Planning and Zoning Specialist

FISCAL IMPACT: N/A

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: N/A

PURPOSE: Mirror Lake Drugs & Medical Services, LLC is requesting a variance for the property located at 895 Dallas Highway to erect a 3' x 15' sign on the roof of the building.

BACKGROUND: The applicant applied for a sign permit for two illuminated signs: a monument sign with an electronic messaging center and a wall sign, which were granted by the Department. The applicant is now requesting a variance for the wall sign to be placed on the roof as the proposed location does not have sufficient wall space for the sign. The sign measures 3' x 15' and is illuminated. The sign is currently installed on the building and this application is the result of code enforcement action.

STAFF RECOMMENDATION: Staff recommends denial of this rezoning.

IMPACT: N/A

MOTION: I make a motion to deny the variance request from Mirror Lake Drugs & Medical Services, LLC to erect a roof sign on the property, as presented.



Planning & Zoning

Community Development Department

VA-05-19

Council Ward: 3

Planning Board Member: Tom Flowers

City Council Member: Leslie McPherson

Public Hearing Dates

City Council: July 23, 2019

Request: Variance for a 3' x 15' illuminated roof sign currently installed in a nonpermitted location.



Applicant: Mirror Lake Drugs & Medical Services, LLC

Acres: 0.46 acres

Parcel Number(s): V05 0110048

Location: 895 Dallas Highway in Land Lot 193 of the 6th District in Carroll County.

Current Land Use: General Commercial

Future Land Use: Medical Activity Center

Project Description:

The applicant applied for a sign permit for two illuminated signs: a monument sign with an electronic messaging center and a wall sign, which were granted by the Department. The applicant is now requesting a variance for the wall sign to be placed on the roof as the proposed location does not have sufficient wall space for the sign. The sign measures 3' x 15' and is illuminated. The sign is currently installed on the building and this application is the result of code enforcement action.

Surrounding Properties:

Current Zoning		Land Use
North	General Commercial	Medical
East	R20	Medical
South	Rural Development	Medical/Suburban Village

West	R20	Medical
------	-----	---------

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 conflict with Section 9.09A of the Unified Development Code, which prohibits roof signs throughout Villa Rica.

- (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.**

No prevailing hardship other than deficient wall space could be identified.

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

The applicant's ability to utilize the proposed sign on the roof --or elsewhere, would not jeopardize his ability to continue utilizing the property as a pharmacy should the variance not be approved. The applicant currently has three wall signs on the property as well as a monument sign, all that can be seen from Dallas Highway. Because of the two wall signs on the front façade, the proposed sign does not have sufficient wall area to be installed. Should the variance not be approved, the proposed sign would be unable to be installed in any other area facing Dallas Highway.

- (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 set a precedent for other applications as no sufficient hardship could be identified.

- (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, however the properties adjacent and directly east and west of the property are single-family residential properties. Adding additional signage onto the property (a total of 5) may adversely impact the residential nature of the southern side of Dallas Highway near Pumpkintown Road. This is the only commercial property on this side of Dallas Highway east of Tanner Medical Center.

- (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 created by the applicant.

Staff Comments:

The applicant has installed several signs without permits on the building. The “PHARMACY” sign on the side of the building facing a residential property does not have permits. The “NOW OPEN” banner and the “Mirror Lake Drugs” sign on the front façade of the property also does not have permits. The business also has several windows that advertise the use without permits.

Recommendation:

Staff recommendation: **DENIAL**

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 July 6th, 2019; a sign has been posted on the subject properties; and all abutting property owners 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

Attachments:

1. Application
2. Campaign Disclosure Statement
3. Warranty Deed
4. Applicant Statement
5. Photos of Property

MIRROR LAKE DRUGS & MEDICAL SERVICES LLC

895 DALLAS HWY, VILLA RICA GEORGIA 30180

TEL:(770) 462-1152, (770) 462-1153.

FAX: (770) 462-1154

JUNE 15, 2019

APPLICATION FOR VARIANCE :895 DALLAS HWY VILLA RICA GA 30180

We applied for and were permitted two illuminated signs; a monument sign with EMC (electronic messaging center) and a wall sign.

However, during installation, we noted that the height of the wall [front] was too short twelve feet (12ft). That the gap between the wall and height of the front door, was small too, about 16 inches. Installing the sign on the wall, was really our first choice.

With this, we thought that installing it on the roof was our next option, (We had a roof sign installed at our previous location). I was not aware that this code varies city to city. Please any inconveniences caused by this, is highly regretted.

Permit me to state that the benefit of installing such sign, cannot be over-emphasized, to promote and enhance visibility of our business. Adverts such as this has in no small measure assisted in boosting our customer/patients base so far.

Therefore, I humbly appeal to you, to use your good office to grant our application for variance.

Thank you for your kind understanding.


Chymar Ihekwereme

Owner/Pharmacist In charge

NEIGHBORS TO MIRROR LAKE DRUGS 895 DALLAS HWY VILLA RICA GA

1. MRS. ESTEL SMITH 907 DALLAS HWY, VILLA RICA GA 30180
[RIGHT]
2. JERRY GENTRY 885 DALLAS HWY, VILLA RICA GA 30180 [LEFT]
3. WILLOWBROOKE AT TANNER 705 DALLAS HWY, VILLA RICA GA
30180 [FRONT]
- 4.
5. VILLA RICA LIBRARY 869 DALLAS HWY, VILLA RICA GA 30180
[BACK]



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: 6/5/19

APPLICANT

APPLICANT: MIRROR LAKE DRUGS & MEDICAL SERVICES LLC
Applicant Name: CHYMAR IHEKWEREME

Address: 895 DALLAS HWY City: VILLA RICA State: GA Zip: 30180

Phone: (770) 462-1152 Fax: 770 462-1154 Email: MirrorlakeRx@mirrorlakedrugs.com

Agent Name: CHYMAR IHEKWEREME

Address: 4018 Winers Lane City: Villa Rica State: GA Zip: 30180

Phone: 812 223-2922 Fax: () _____ Email: MirrorlakeRx@mirrorlakedrugs.com

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: 895 DALLAS HWY
VILLA RICA GEORGIA 30180

I, Chymar Ihekwereme, 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.

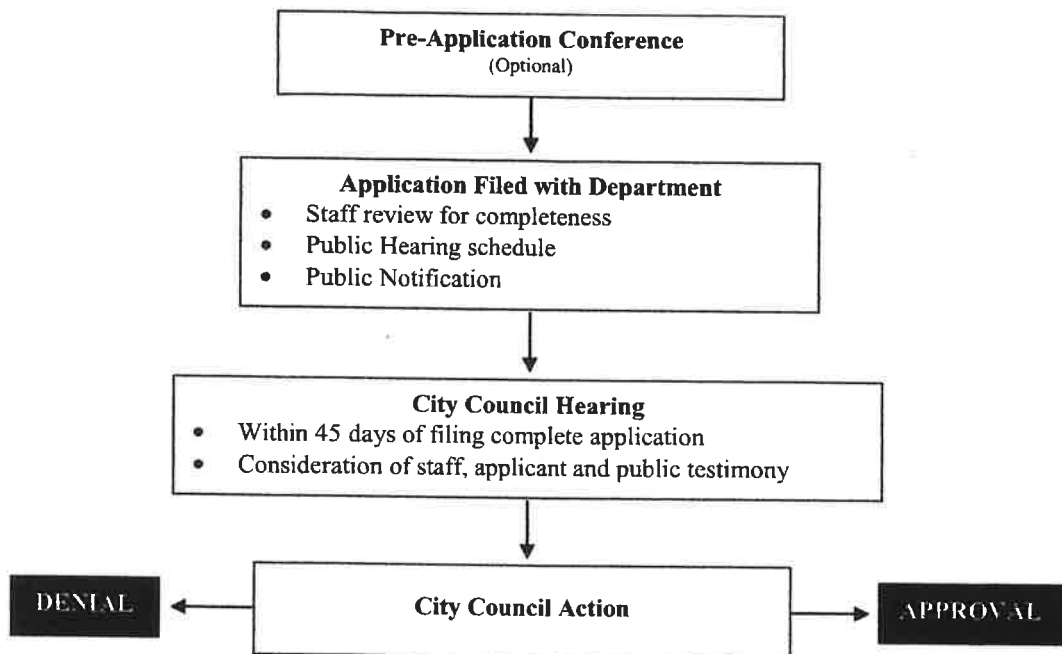
Signature of Applicant

Date



CASE # _____
VARIANCE/APPEAL

PROCESS



Cross Ref:
ML 200/677

384305

385955

Record and Return to:
 PARTNERSHIP TITLE COMPANY, LLC
 2921 PIEDMONT ROAD, SUITE B
 ATLANTA, GEORGIA 30305
 16-1843 IHEKWEREME

PT-61-022-2016-002616
 CARROLL COUNTY, GEORGIA
 REAL ESTATE
 TRANSFER TAX PAID \$ 99.00
 INTANGIBLE TAX PAID \$
 DATE 6-29-16
 Alan J. Lee
 CLERK OF SUPERIOR COURT

BK

PG

5482 894

LIMITED WARRANTY DEED

STATE OF GEORGIA
 COUNTY OF FULTON

THIS INDENTURE, made the 16th day of June, 2016, between

TERRI L. WILLIAMS,

of the State of Georgia, as party or parties of the first part, hereinafter called Grantor, and

CHYMAR IHEKWEREME,

of the State of Georgia, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

All that tract or parcel of land lying and being in Land Lots 192 and 193 of the 6th District, Carroll County, Georgia, being Lot 1, Subdivision for Burnell Redding, Jack Helms and Sherman Strickland, as per plat recorded in Plat Book 34, Page 125, Carroll County, Georgia Records, which plat is incorporated herein by reference and made a part of this description. Said property being known as 895 DALLAS HWY according to the present system of numbering property in Carroll County, Georgia.

TAX ID: V05-0110048

SUBJECT TO restrictive covenants and general utility easements of record.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of the said Grantee forever in Fee Simple.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons owning, holding or claiming by, through or under the said Grantor.

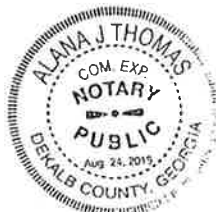
IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and year first above written.

Signed, sealed and delivered in the presence of:


 Unofficial Witness

 [SEAL]
 TERRI L. WILLIAMS


 Notary Public

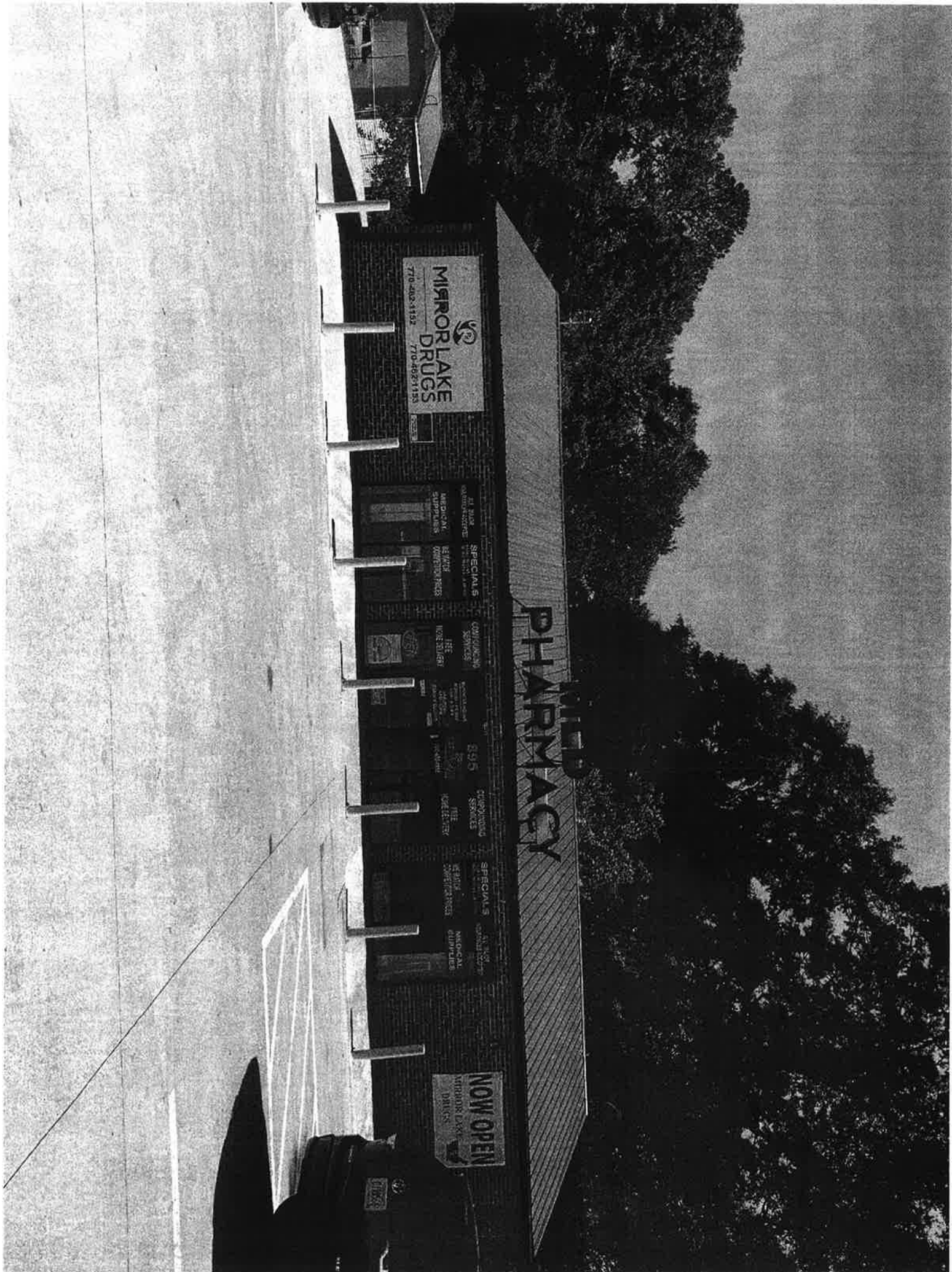


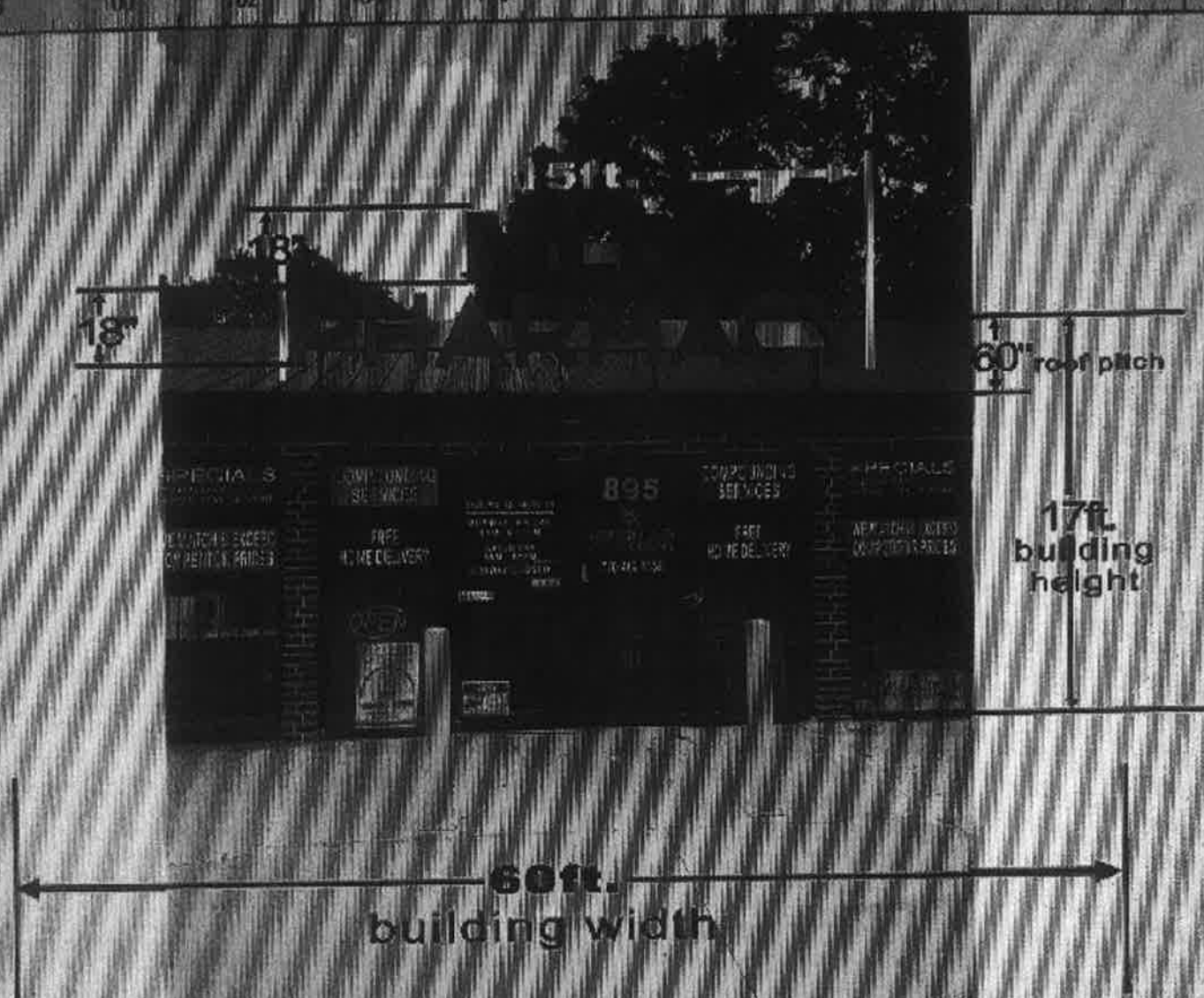
RECORDED

AUG 12 2016

Alan J. Lee, Clerk

FILED
 CARROLL COUNTY
 CLERK OF SUPERIOR COURT
 16 JUL 29 PM 3:53
 Alan J. Lee
 CLERK OF SUPERIOR COURT
 CARROLL COUNTY, GEORGIA





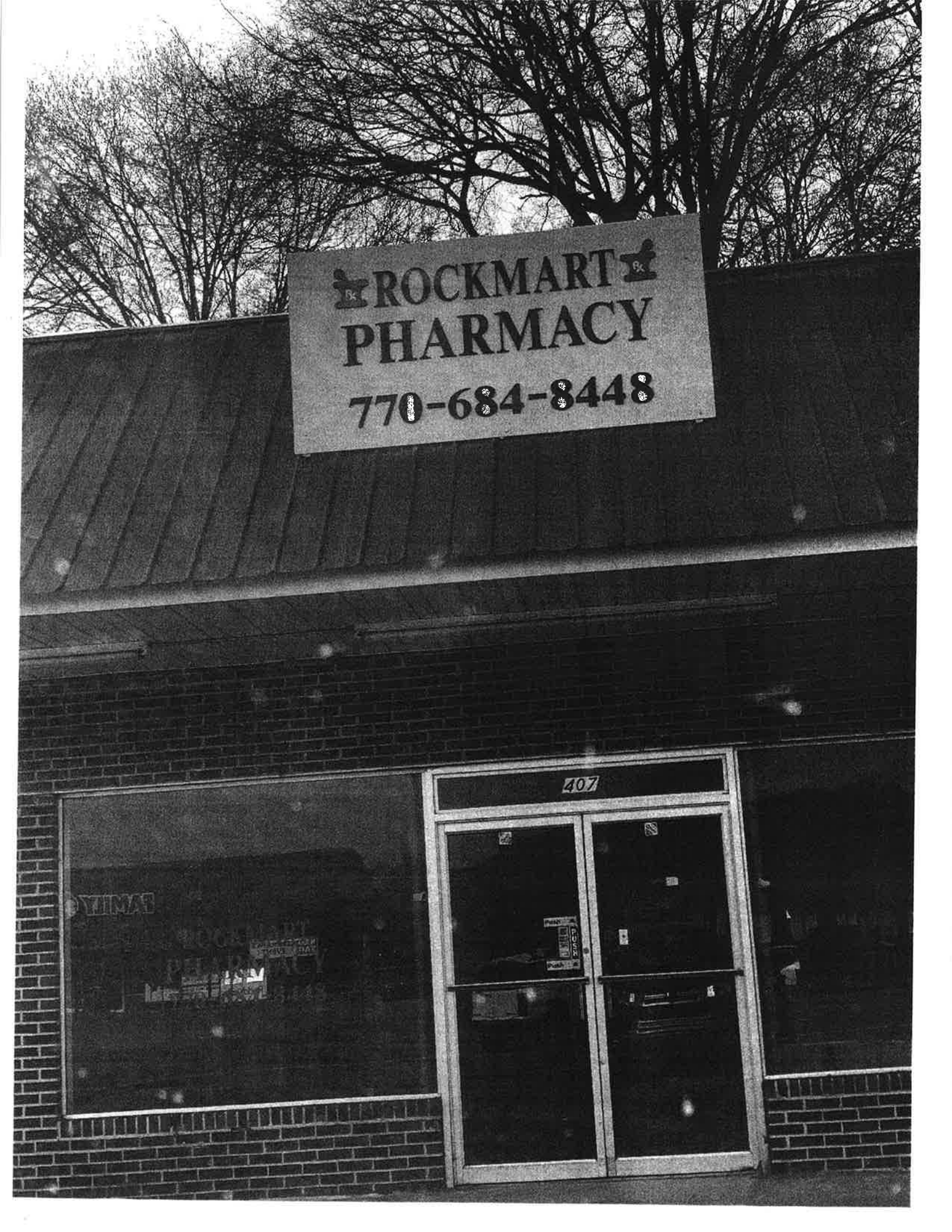
Sign Mounting Structure
Is Welded 1/4"X2"X2" #1
Hardened Steel Angle Iron.

Mounting Roof Foot Brackets
Are 1/4"X2"X2"X6" Steel
Angle Iron.

Mounted To Roof With Self Tapping
Metal/Wood Screws 4"X5/16" Dia.

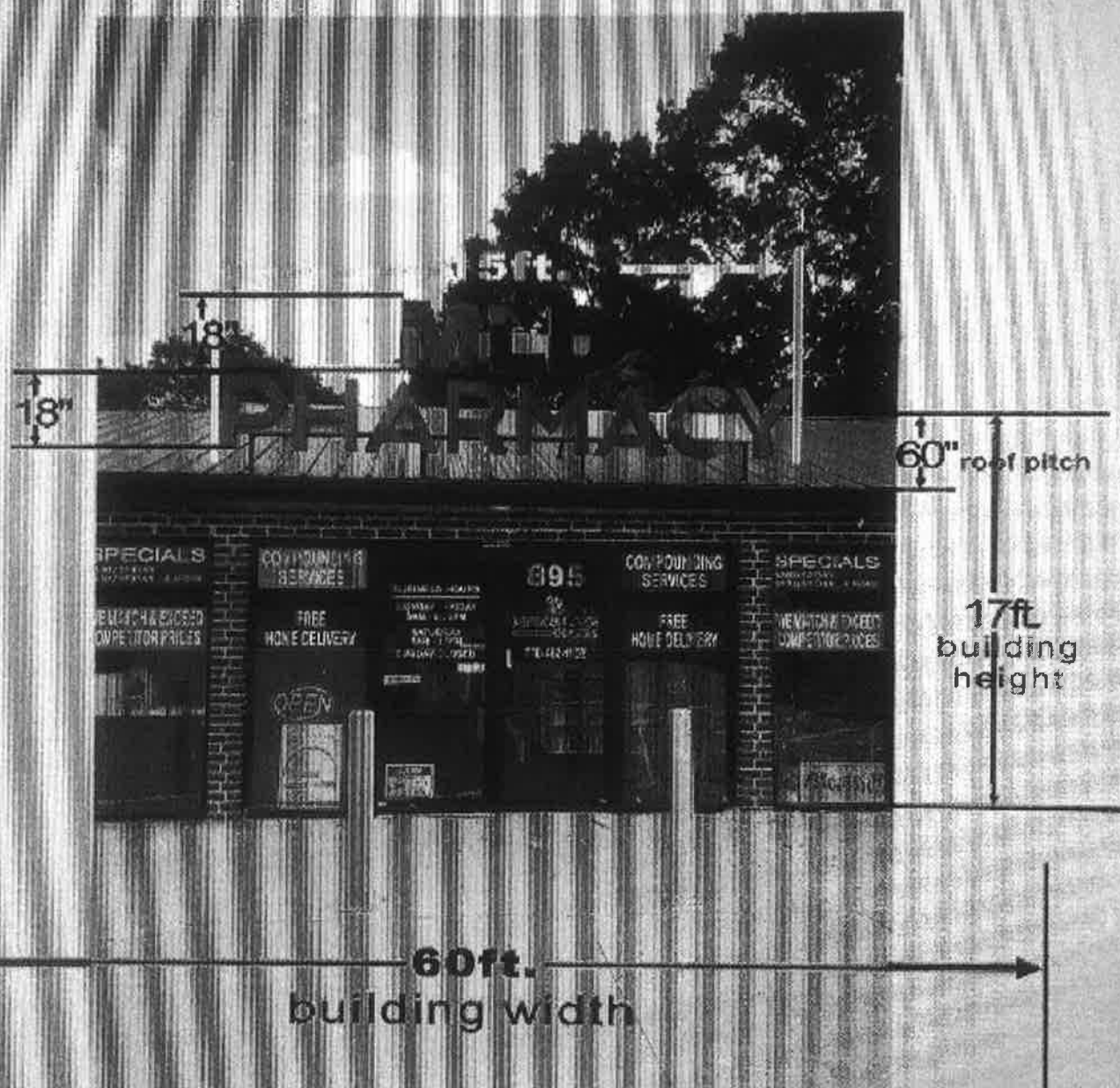
Sign Raceways Are Attached To
Angle Iron Structure With 3/8"X2"
Steel Bolts Washers & Nuts.



A black and white photograph of a Rockmart Pharmacy storefront. The building has a brick facade and a dark, gabled roof. A large sign is mounted on the roof, displaying the pharmacy's name and phone number. Bare trees are visible in the background. The entrance features a set of double glass doors with a small sign above them, and a large display window to the left.

ROCKMART
PHARMACY
770-684-8448

407



WILD PHARMACY

MIRROR LAKE DRUGS
770-462-1152
770-462-1151

SPECIALS
ALL BRAND
PHARMACEUTICALS
MEDICAL
SUPPLIES

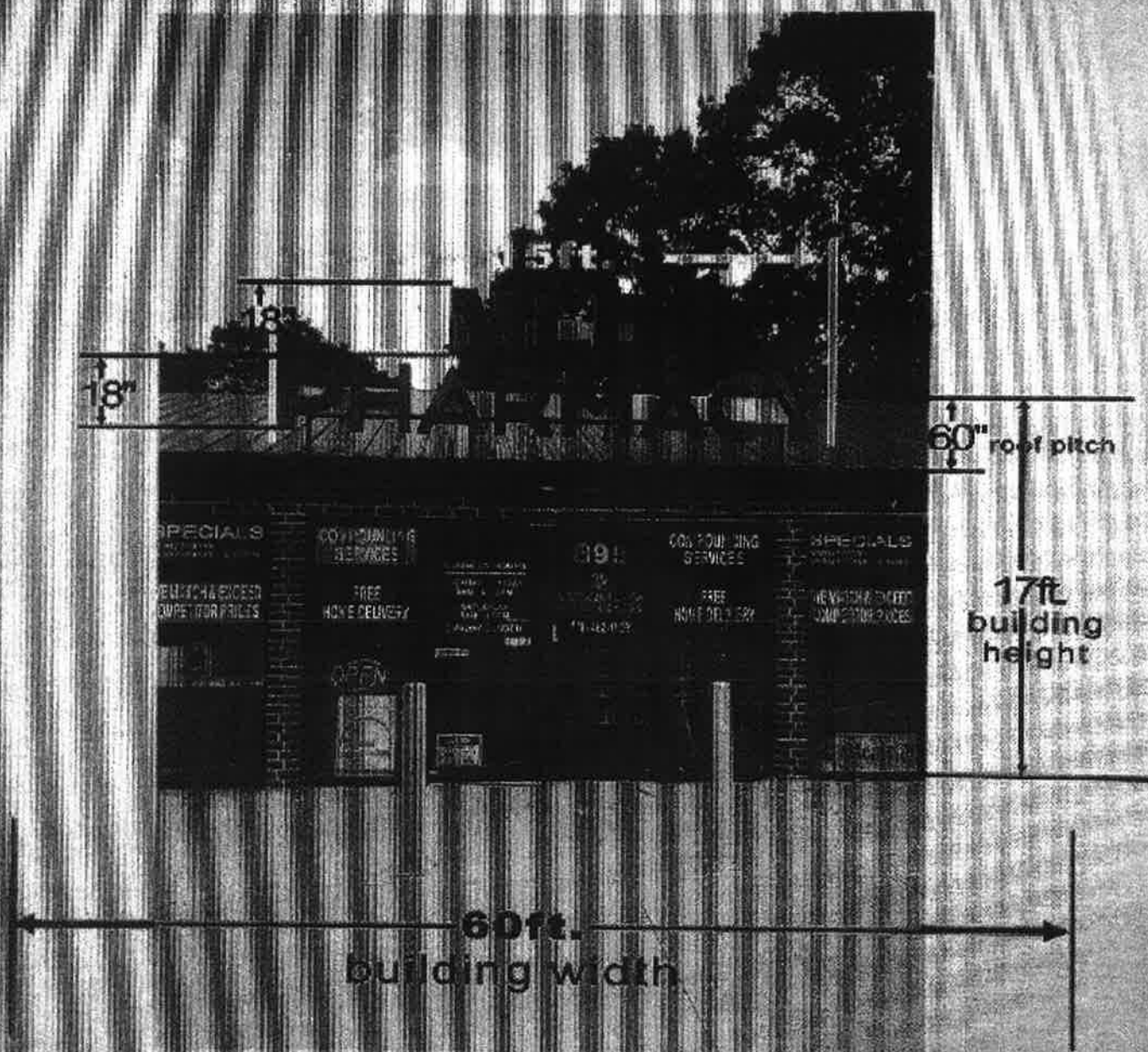
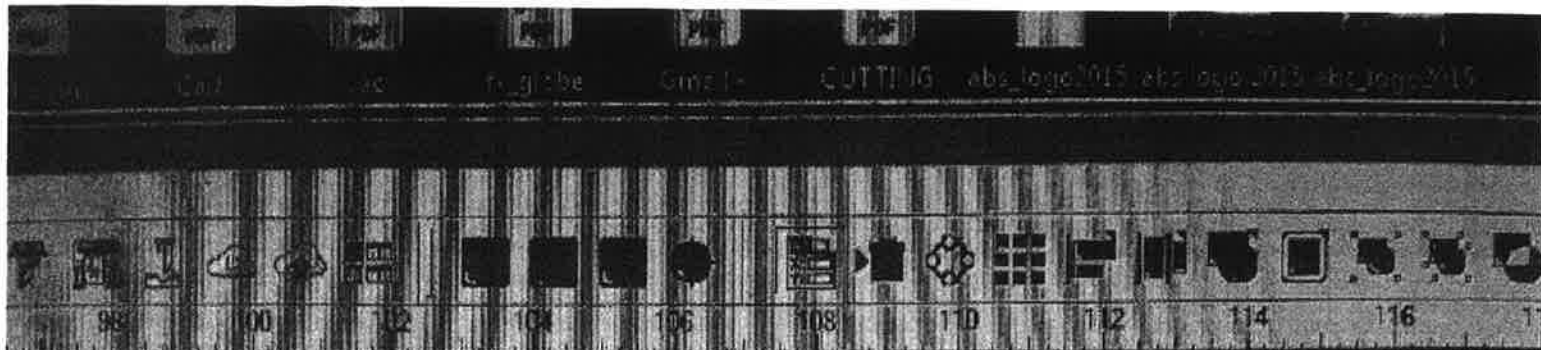
COMPOUNDING
SERVICES
FREE
HOME DELIVERY

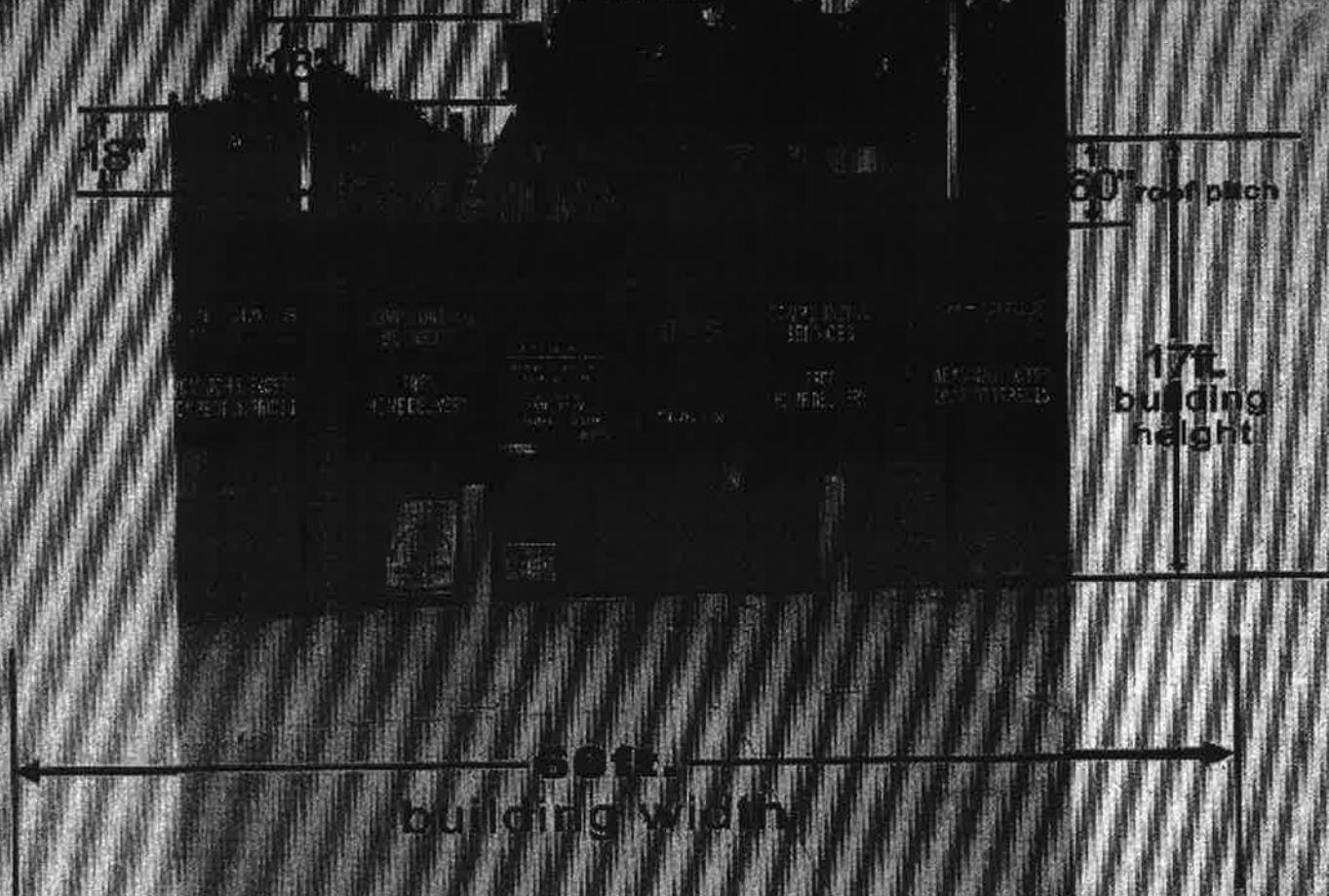
895
COMPOUNDING
SERVICES
FREE
HOME DELIVERY

SPECIALS
ALL BRAND
PHARMACEUTICALS
MEDICAL
SUPPLIES

NOW OPEN
MIRROR LAKE
DRUGS







Sign Mounting Structure
Is Welded 1/4"X2"X2" #1
Hardened Steel Angle Iron.

Mounting Roof Foot Brackets
Are 1/4"X2"X2"X6" Steel
Angle Iron.

Mounted To Roof With Self Tapping
Metal/Wood Screws 4"X5/16" Dia.

Sign Raceways Are Attached To
Angle Iron Structure With 3/8"X2"
Steel Bolts Washers & Nuts.

Rockmart Rx

 **ROCKMART** 
PHARMACY
770-684-8448

407

ROCKMART
PHARMACY
770-684-8448



CITY OF VILLA RICA

City Council Packet

SUBJECT: New Villa Rica Sign Ordinance – for Discussion Purposes

CITY COUNCIL AGENDA DATE: July 23, 2019

DATE: July 9, 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. The Ordinance was presented to Council on July 9th, 2019, a public hearing was held, and a first reading was conducted.

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

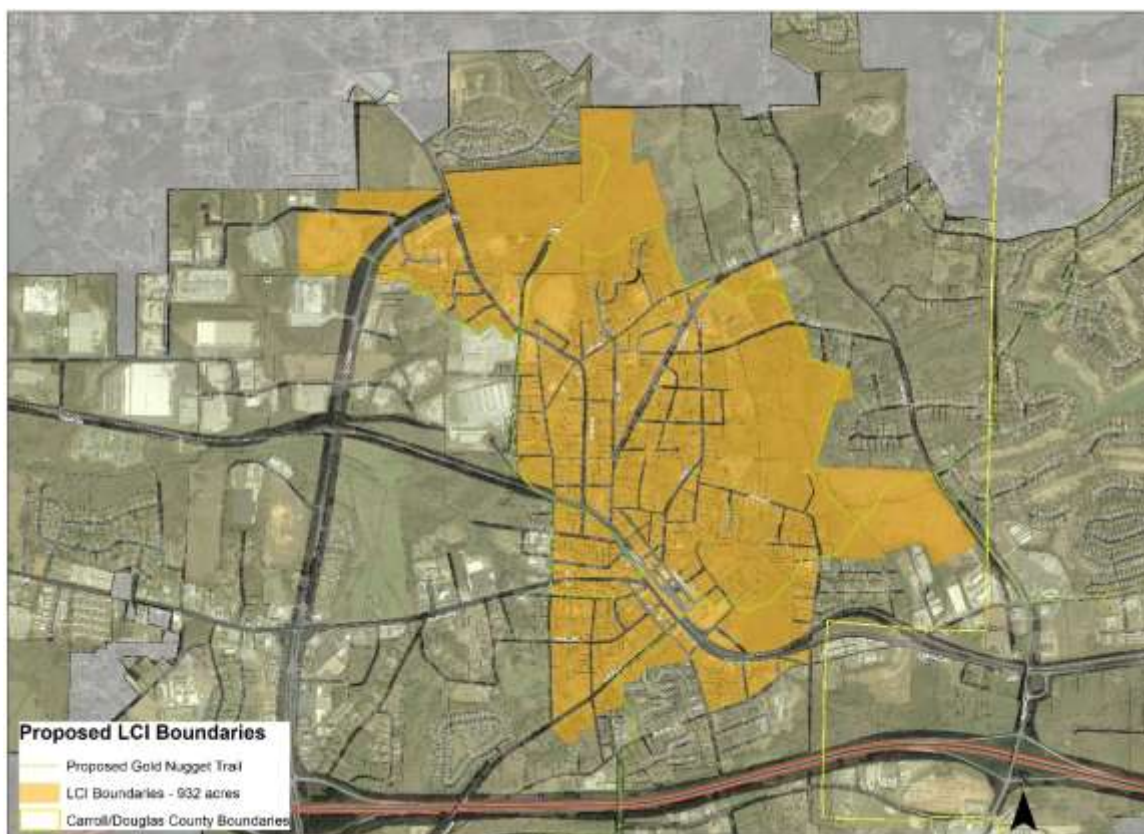
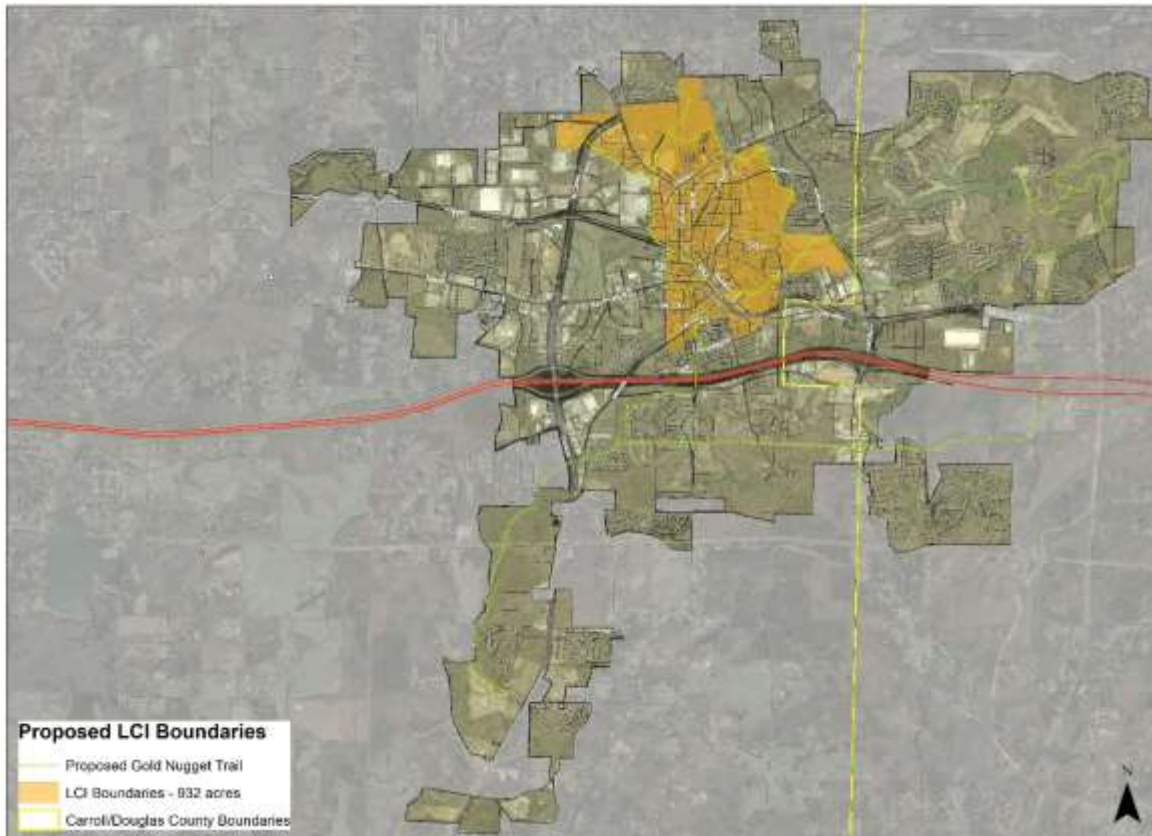
meeting on April 22, 2019. Also, the Sign Ordinance was presented at the May 7th Planning Commission meeting.

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

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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CHAPTER I – IN GENERAL

Sec. 9.01 – PURPOSE AND FINDINGS

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

Feather Flag means a sign with or without characters, letters, illustrations, or ornamentations applied to cloth, paper, flexible plastic, or fabric of any kind with only such material for backing. Feather flags are generally a single sign attached to a support post and typically having a dimensional ratio of 4 high to 1 wide. This definition also applies to Tear Drop Flags, Windfeather Flags, Bow Flags, and other similar type signs. For the purposes of this ordinance, Feather Flags shall be regulated as vertical banners.

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

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

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

flush with the ground and extend the full width of the sign. The term "ground sign" shall not include sidewalk signs.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Rotating Sign. See Animated sign.

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

Sign means a device, structure or representation for visual communication which is used for the purpose of bringing the subject thereof to the attention of others. For purposes of this chapter, the term "sign" shall include the structure upon which a sign face is located. Flags and banners shall be included within this definition only as provided elsewhere herein. Seasonal holiday decorations shall not be included within the definition of "sign" and regulated as such.

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

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

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

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.

CHAPTER II – ADMINISTRATION AND ENFORCEMENT**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. The Director may extend the permitting process beyond the 45-day period where a Certificate of Appropriateness is required from the Historic Preservation Commission, or where a Special Exception is required by the Villa Rica City Council – under such cases the Director shall notify the application of the process extension.

Sec. 9.06 – 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 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 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 2.03(k) of the Villa Rica Unified Development Code.

- b) Decision of the City Council. Following the consideration of all testimony, documentary evidence, and matters of record, the Council shall make a determination on each appeal. An appeal shall be sustained only upon an expressed finding by the Council that the administrative official's action was based on an erroneous finding of a material fact, or that the administrative official acted in an arbitrary manner. In exercising its powers, the Council may reverse or affirm, wholly or partly, or may modify the order, requirement, decision or determination appealed from, and to that end shall have all the powers of the administrative official from whom the appeal was taken and may issue or direct the issuance of a permit provided all requirements imposed by all other applicable laws are met.
 - c) Time for final decision. A final decision will be rendered by the Council within 90 days from date an appeal is filed. If a final decision is not rendered within the 90-day period, the decision sought to be appealed shall be reversed.
- 3) Notice of public hearings. See also Sec. 2.02(B) of the Villa Rica Unified Development Code. Notice of public hearing before the Council on any application for appeal or variance shall be provided as follows:
- a) Public notification signs shall be posted within the public right-of-way or on the subject property at least fifteen (15) days before the hearing before the Council. One sign shall be posted for each five-hundred (500) feet of street frontage or fraction thereof along each street on which the subject property has frontage. Signs shall be double-faced and posted so that the face of the sign is at a right angle to the street in order that said signs can be read by the traveling public in both directions. The lettering on the signs shall be printed and at least one inch in size and the sign shall state the nature of the proposed application and the date, time and place of the public hearing before the Council; and
 - b) Notice of the nature of the proposed application and the date, time and place of the public hearing before the board shall be published in the newspaper of general circulation within the city in which are carried the legal advertisements of the city at least fifteen (15) days prior to the date of the hearing before the board and not more than forty-five (45) days prior to the date of the hearing before the Council.
 - c) The cost of all signs posted, and notice mailings sent, pursuant to this section shall be specifically paid by the applicant in addition to all other applicable application costs.
 - d) Applications may be withdrawn by the applicant or applicant's representative in writing without prejudice at any time before the vote of the City Council on the application. All fees submitted shall be forfeited in any case where the application is withdrawn after it has been advertised for a public hearing in a newspaper of general circulation.
- 4) Certiorari. In the event a person whose permit has been denied or revoked is dissatisfied with the decision of the City Council, a person may petition for writ of certiorari to the Douglas or Carroll County Superior Court, based on the address of the subject property and the county in which it is located, as provided by law.

Sec.9.07 – 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.

Sec. 9.08 – ENFORCEMENT AND PENALTIES

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

Sec. 9.09 – 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) No variance shall be granted to the height of a sign which increases the height of the sign more than twenty (20) percent of that allowed by this chapter.
- 3) No variance shall be granted which increases the size of a sign more than twenty (20) percent of that allowed by this chapter.
- 4) No variance shall be granted to increase the size or height of a banner, sidewalk, wayfinding, construction or standard informational signage.

Sec. 9.10 – 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.					

CHAPTER III – REGULATIONS AND RESTRICTIONS

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;
- 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 Community Development Director, or department designee.

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) Bench signs;
- r) Signs in the public right-of-way, except as otherwise allowed in this ordinance;
- s) Abandoned signs. Signs (including sign structures) shall be deemed abandoned if it exhibits broken panels, visible rust, visible rot, damaged support structures, or missing letters or which is otherwise dilapidated, unsightly, and for which no person accepts maintenance responsibility, or if the business, service or commercial transaction to which it relates has been discontinued for twelve (12) months;
- t) Any sign that is structurally unsound, or is a hazard to traffic or pedestrians;
- u) Illegal signs;
- v) Signs consisting in whole or in part of a series, line, or row of lights, whether supported by cables or other physical means, within one-hundred and fifty (150) feet of a street and visible therefrom. Patio/Bistro lights are exempt from this code section.
- w) Use of string, rope, neon or LED sequenced lighting to outline windows, doors, or other architectural features of a building below the upper cornice of the structure. Notwithstanding the foregoing holiday lights and decorations displayed not more than thirty (30) days before a holiday shall be exempted from this section. Lights associated with a static window display or store merchandising shall be exempt from this section.
- x) Twirler and/or curb-cut signs held or worn. Signs held or worn (including costumes) by a person for the purpose of advertising, providing information about, or promoting a business or other activity are permitted with the following limitations:
 - i) Such signs shall only be allowed in nonresidential zoning districts only.
 - ii) Such signs cannot exceed a maximum sign area of six (6) square feet.
 - iii) Only one (1) such sign may be used for each parcel of land and/or tenant per multi-tenant center and may not be combined with any other temporary signage.
 - iv) Signs shall not be held, displayed, or otherwise located on a public street or right-of-way except as otherwise permitted. Signs shall not obstruct pedestrian or vehicular visibility.
 - v) Signs shall not be located within twenty-five (25) feet of another such sign.
 - i) Hand-held signs and costumed characters shall, if possible, be located on a public sidewalk in close proximity to the establishment. If no sidewalk is available, then hand-held signs or costumed characters shall be located in grassy or non-traffic areas, but no closer than six (6) feet to any active land of vehicular traffic.

- 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.
- xi) If the Chief of Police or his designee shall deem the placement of hand-held signs or costumed characters to be a hazard to traffic or the sign holders, a warning shall be issued to the establishment.

Sec. 9.15 – NONCONFORMING SIGNS

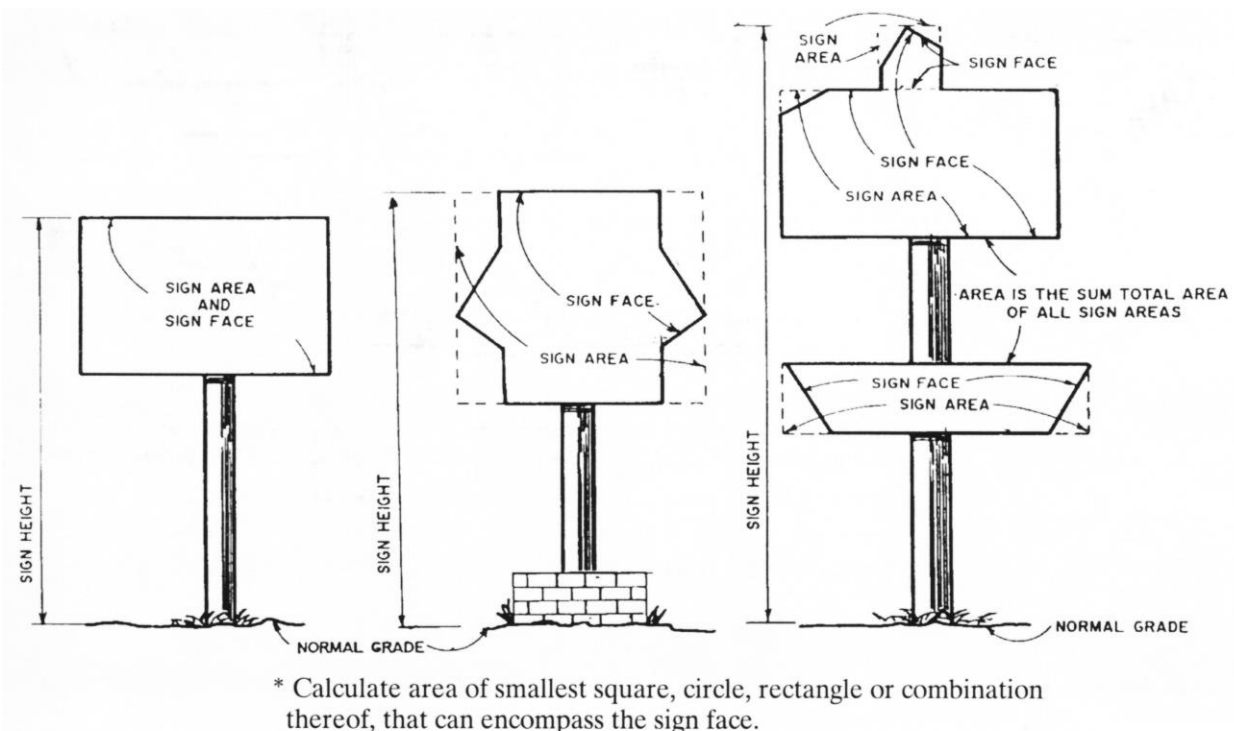
- 1) The city finds that nonconforming signs may adversely affect the public health, safety and welfare. Such signs may adversely affect the aesthetic characteristics of the city and may adversely affect public safety due to the visual impact of said signs on motorists and the structural characteristics 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).

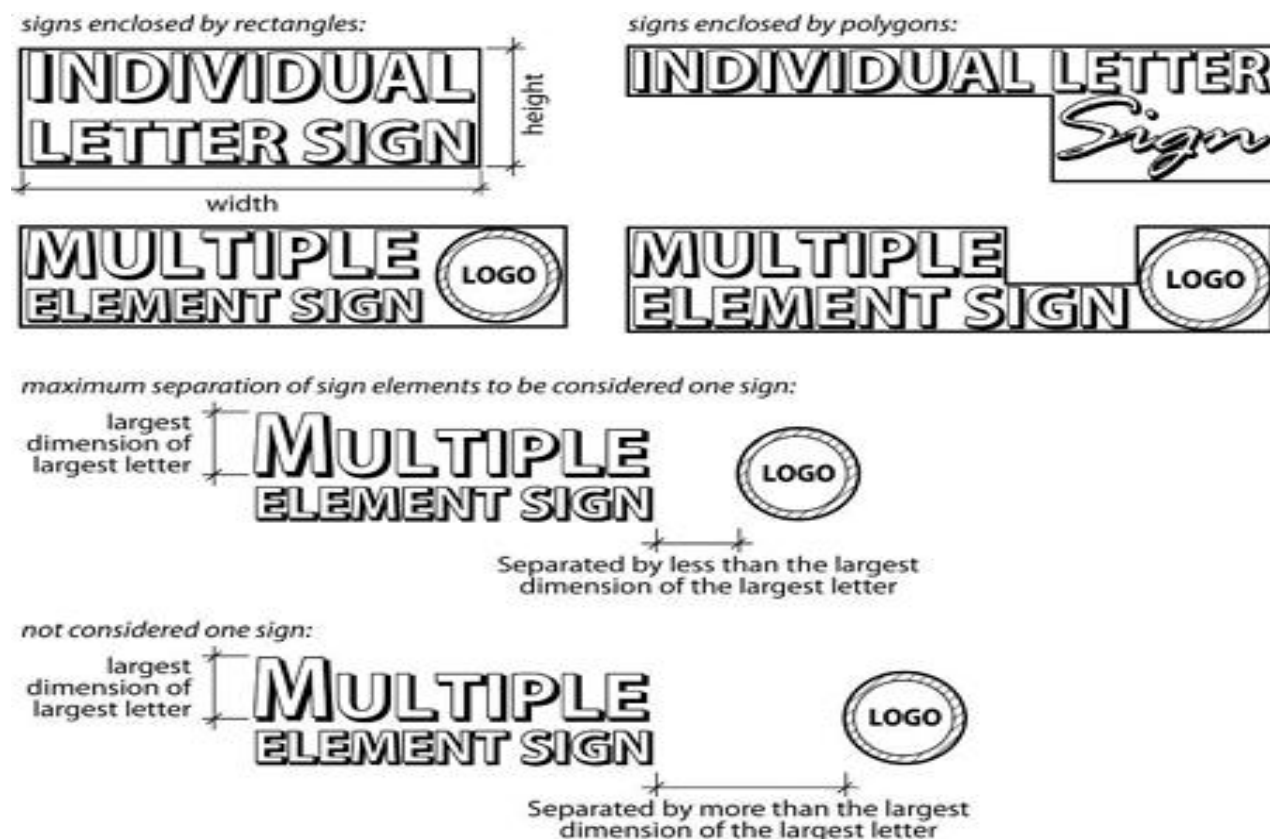
Figure 2: Sign Area Calculations



Sec. 9.17 – HEIGHT AND SETBACK REQUIREMENTS

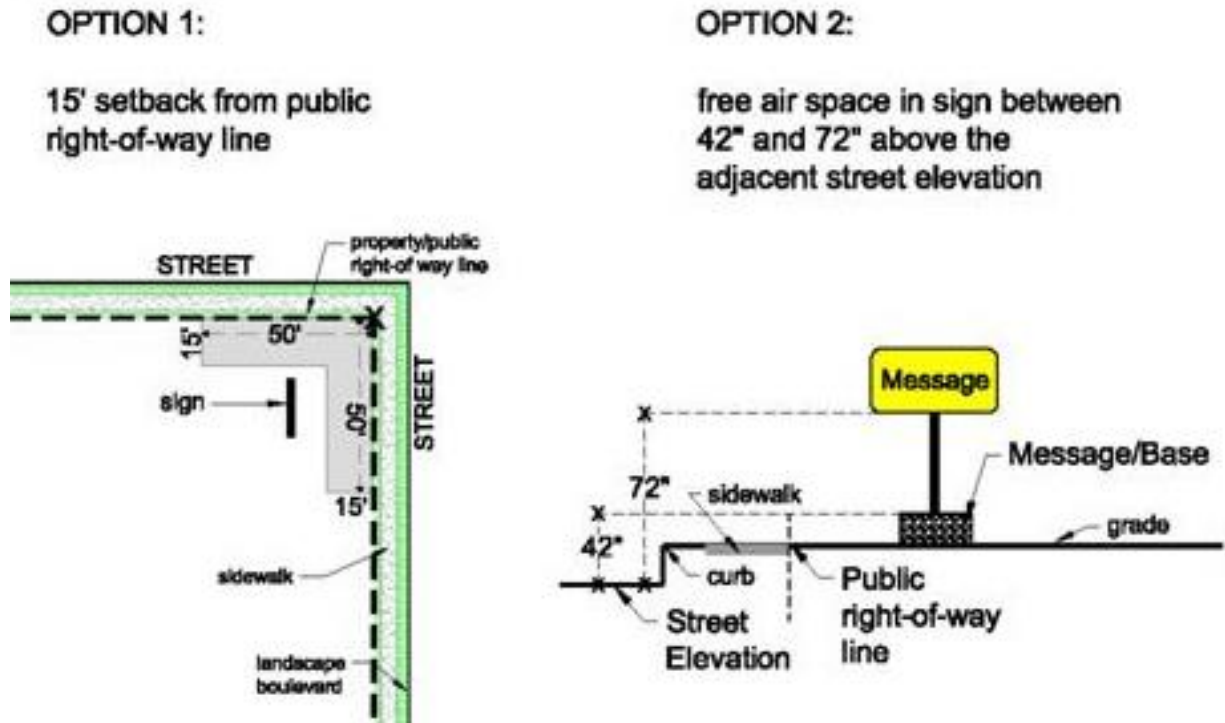
- 1) All signs shall be set back as follows, unless a more restrictive setback is specified in conditions of zoning or otherwise in this chapter:
 - a) Ten feet from the right-of-way or twenty (20) feet from edge of pavement if a private street and no sign shall project over the right-of-way.
 - b) In the Downtown 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 from the right-of-way to the front of the principal structure is less than ten feet, signs shall be setback two-thirds of the distance between the curb line and the front of the principal structure on the lot on which the sign is located.
 - d) Along all lot lines which are not adjacent to a road all signs shall be within the buildable area of the lot. All signs shall be so located and shall provide such vertical clearance as to provide for safe, convenient and unobstructed passage for pedestrians and vehicles.
 - e) Window signs are only allowed on the ground floor of a building.

Figure 3: Sign Height Calculations



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

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 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 district, are subject to the following regulations:
 - a) No sign shall give off light that glares, blinds or has any other such adverse effect on traffic or adjacent properties. The light from an illuminated sign shall be established in such a way that adjacent properties and roadways are not adversely affected and that no direct light is cast upon adjacent properties and roadways.
 - b) Signs in non-residential districts or for non-residential uses may be internally or externally illuminated. Signs in residential districts or for residential uses, shall only be externally illuminated. Signs for non-residential uses may also be illuminated through the use of indirect lighting such as backlighting a reverse channel sign.
 - c) The light from an illuminated sign shall not be of an intensity or brightness or directed in a manner that will create a negative impact on residential properties in direct line of sight to the sign.
 - d) Lighted signs shall not be located within seventy-five (75) feet of a residential use.
 - e) In agricultural districts, signs for residential and non-residential uses shall follow the respective illumination standards for each development type.
 - f) Government and special-purpose local governments may be exempt from this requirement.
- 5) Landscaping. Landscaping, consisting of shrubs and perennial groundcover, shall be provided for ground-mounted freestanding signs, as indicated in Table 9.1, at a rate of two (2) square feet of landscaping per one (1) square foot of total sign area.
 - a) All landscape materials shall be installed and maintained according to accepted nursery industry procedures.
 - b) The owner of the property shall be responsible for the continued property maintenance of all landscaping materials and buffer yards, and shall keep them in a proper, neat and orderly appearance, free from refuse and debris at all times.

- c) All unhealthy or dead plant material shall be replaced within one (1) year, or by the next planting period, whichever comes first.
- d) Violation of these installation and maintenance provisions shall be grounds for the Community Development Department to: fine the owner of the property in violation of the conditions of the Improvement Location Permit; require replacement of the landscape material; or institute legal proceedings to enforce the provisions of this section.
- e) Landscape materials are intended to grow, spread and mature over time. Landscaping materials used to fulfill requirements of this chapter may not be topped or otherwise treated so as to reduce overall height. Pruning, limbing-up, topping, and other inhibiting measures including removal may only be practiced to insure the public safety or to preserve the relative health of the material involved. The use of native or drought-tolerant plantings, and the application of stone, mulch or other water-conserving materials are encouraged.

6) Permanent Sign Table Zoning References (Table 9.1 – Chart of Dimensional Requirements)

Zoning Districts: 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 9.1

Permanent Signs

	AGR	IND	RES	COM	Specifications	
Awning 					a. Quantity (max.) 1 per Awning b. Sign Face Area 50% of Awning c. Height NA d. Depth/Projection 8 ft e. Clearance 8.5 ft f. Setback 9.21(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 9.1

Permanent Signs

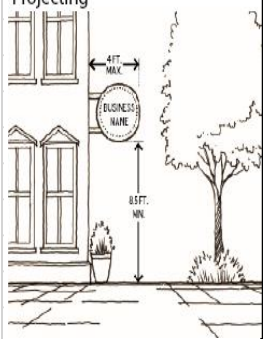
	AGR	IND	RES	COM	Specifications	
Wall, Multiple Tenant 					a. Quantity (max.) 1 per Tenant Frontage b. Sign Face Area 9.29(2) c. Height 9.29(2) d. Depth/Projection 12 inches from wall (max) e. Clearance NA f. Setback NA g. Time of Display NA h. Landscaping/Illumination No/Yes, 9.18(4) i. Electronic Message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

Table 9.1**Permanent Signs**

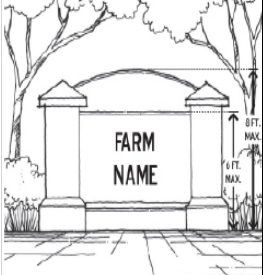
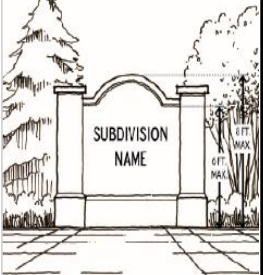
	AGR	IND	RES	COM	Specifications	
Time & Temperature (Digital) 					a. Quantity (max.) 1 b. Sign Face Area 9.39(3), Within allowable sign area c. Height 9.39(3) d. Depth/Projection NA e. Clearance NA f. Setback 10 ft g. Time of Display NA h. Landscaping/Illumination NA/9.18(4) i. Electronic Message Center 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 9.1

Permanent Signs

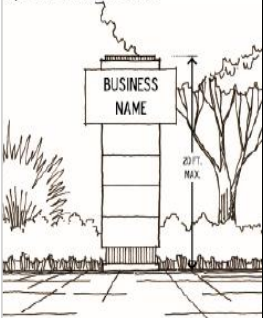
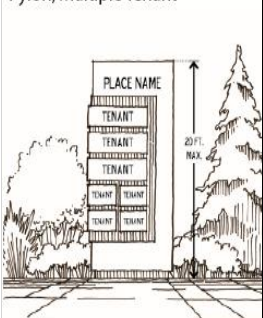
	AGR	IND	RES	COM	Specifications	
Monument, Commercial 					a. Quantity (max.) 1 Sign per Frontage b. Sign Face Area 50 sf (primary frontage), 24 sf (secondary frontage) c. Height 6 ft sign, 8 ft w/ decorative elements d. Depth/Projection NA e. Clearance NA f. Setback 10 ft, 50 ft from residentially zoned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

Table 9.1**Permanent Signs**

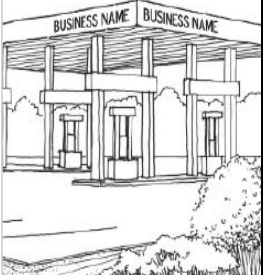
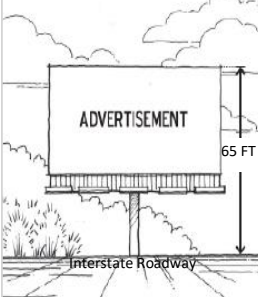
	AGR	IND	RES	COM	Specifications	
Menu Board 					a. Quantity (max.)	2
					b. Sign Face Area	72 sf
					c. Height	8 ft
					d. Depth/Projection	NA
					e. Clearance	NA
					f. Setback	10 ft
					g. Time of Display	NA
					h. Landscaping/Illumination	Yes, 9.18(5)/Yes, 9.18(4)
					i. Electronic Message 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 9.1

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 from base of interstate roadway
					d. Depth/Projection	NA
					e. Clearance	NA
					f. Setback	25 ft from closest edge of sign facing interstate ROW
					g. Time of Display	NA
					h. Landscaping/Illumination	No/Yes, 9.18(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.
- 2) Highway 61 Corridor. The location of the corridor shall be from the intersection of U.S. Highway 78 and S.R. 61 south to the city limits. A development must have road frontage along Highway 61 or frontage road to be considered in this corridor.
 - a) Height. Pylon signs shall be no taller than twenty-five (25) feet in height and Monument Signs shall be no taller than fifteen (15) feet in height, measured from the level of the crown of the adjacent road to the highest point on the sign structure.
 - b) Setback. Signs shall be setback at least five (5) feet from any property line.
 - c) Signable Area:
 - i) Single developments – 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 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 Mirror Lake Boulevard to be considered within this corridor.
 - a) Height. Monument signs shall be no taller than ten (10) feet in height, measured from the level of the crown of the adjacent road to the highest point on the sign structure. Pylon signs shall be limited to a maximum of twenty-five (25) feet.
 - b) Setback. Signs shall be setback at least five (5) feet from any property line.
 - c) Signable Area:
 - i) Single developments – 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

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

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 C2 or I2, or with primary building frontage on Highway 61 from Highway 78 south to the City Limit, and on Mirror Lake Boulevard south of Shoreline Drive not zoned for a residential use, and by special exception on all other lots or parcels.
- 2) The height of all ground signs at their highest point above the level of the ground shall not exceed twenty (20) feet for nonresidential uses; however, when the ground level is lower than the level of the adjoining street pavement, then a sign may be raised so as to be no more than twenty (20) feet above the level of the pavement. The height of any directional sign shall not be more than three feet above the ground.
- 3) The base and support structure, when exposed, shall be no less than seventy-five (75) percent of the width of the message face of the sign.
- 4) Have a message area not to exceed one hundred (100) square feet.

- 5) Be set back in minimum of ten (10) feet from all public right-of-way or by actual right-of-way width, whichever is greater.
- 6) All ground signs in the CMU and OMI zoning districts shall be monument signs. Unless otherwise indicated during adoption of a PUD, ground signs shall follow the RES for residential uses, and COM standards for commercial uses.

Sec. 9.26 – PYLON SIGN, MULTIPLE TENANT

- 1) Pylon signs are permitted on lots or parcels zoned C2 or I2, with primary building frontage on Highway-61 from Highway-78 south to the City Limit, and on Mirror Lake Boulevard not zoned for a residential use, and by special exception on all other lots or parcels. Structures and/ or centers under one ownership containing multiple businesses may be allowed one (1) monument or pylon sign for the structure or center for the joint use of all tenants for which the facility is designed, including any outparcels. These signs are permitted if the following criteria apply and are met:
 - a) Signs shall be allowed only for parcels with at least one-hundred fifty (150) feet of frontage adjoining a public street. In addition, pylon signs are only allowed when a building is set back from the right-of-way a minimum of seventy-five (75) feet.
 - b) The sign shall be setback a minimum of ten (10) feet from all public right-of way or by actual right-of-way width, whichever is greater.
 - c) The supporting structure of a pylon sign shall not include exposed metal pole(s), but shall be surrounded by a decorative cover that is architecturally compatible with the sign cabinet and the architectural character of buildings on the site.
 - d) The height of all ground signs at their highest point above the level of the ground shall not exceed twenty (20) feet for nonresidential uses; however, when the ground level is lower than the level of the adjoining street pavement, then a sign may be raised so as to be no more than ten feet above the level of the pavement. The height of any directional sign shall not be more than three feet above the ground.
 - e) There shall be a minimum of one hundred (100) feet between freestanding signs on adjoining sites to ensure adequate visibility for all signs.
 - f) Freestanding signs shall be a minimum of fifty (50) feet from a lot line of any residentially zoned or used property.
 - g) These signs shall not count towards the aggregate signage for an individual tenant.
 - h) Sign Area. Multi-tenant pylon and pole signs shall have a message area not to exceed one-hundred fifty (150) square feet.
 - i) All ground signs on parcels or lots zoned PUD, CMU and OMI shall be monument signs.
 - j) For the purposes of this ordinance, out parcels in planned commercial centers shall be eligible for a separate pylon sign in accordance with the standards established in Table 9.01.

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 9.23.
- 2) Pylon Signs. See Section 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) Except as otherwise provided in this chapter, window signs are only allowed for each tenant within a non-residential zoning district. Window signs are defined as any type of sign that is located on the interior of a business premises and is either attached to or is located within thirty-six (36) inches of an exterior window, and is intended primarily to be viewed from the exterior of the premises.
- 2) Window signs shall not exceed twenty-five percent (25%) of the window area. For the purpose of this requirement, a window is any glazed area, including glass curtain walls.
- 1) Window signs shall be restricted to the ground floor only, except when a business has no ground floor frontage.
- 3) Perforated Window Signs. Perforated window signs in excess of the allowed twenty-five percent (25%) maximum window coverage area, may be approved as a Special Exception by the Villa Rica City Council in accordance with *Sec.10.08 of the Villa Rica Zoning Ordinance*. In such cases, the perforated window signs may be placed, inside or outside, with 50 percent of poster style signage and 100 percent of perforated vinyl sign on total window surface while keeping door of business clear of signage except name of business and contact / hours of operations.

Sec. 9.33 – SIDEWALK SIGNS

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

Sec. 9.34 - FLAGS

- 1) All flags greater than two square feet shall be displayed on flagpoles, which may be vertical or mast arm flagpoles. In nonresidential districts, flagpoles shall not exceed the height allowed in the applicable zoning district, or sixty (60) feet, whichever is less. Flagpoles in single family residential districts shall not exceed twenty-five (25) feet in height or the height of the primary structure on the lot, whichever is less.
- 2) The maximum dimensions of any flag shall be proportional to the flagpole height. The hoist side of the flag shall not exceed twenty (20) percent of the vertical height of the flagpole. In addition, flags are subject to the following limitations:
 - a) Each lot shall be allowed a maximum of two flagpoles.
 - b) A maximum of two flags shall be allowed per flagpole.
 - c) A vertical flagpole must be set back from all property boundaries a distance which is at least equal to the height of the flagpole.
 - d) Flags and flagpoles shall be maintained in good repair, and to the extent applicable shall be in compliance with the building code. Flagpoles with broken halyards shall not be used and flags which are torn or frayed shall not be displayed.
- 3) On officially designated city, state, or federal holidays, there shall be no maximum flag size or number or other limitations on display.
- 4) This section shall not be construed to restrict the right to display eligible flags as banners or noncommercial signage as provided elsewhere in this chapter.
- 5) Public facilities, not limited to City-owned property and buildings, public schools, libraries, public safety, and other public facilities on the local, county, state, or federal level, shall be exempt from the requirements of this section.
- 6) Feather flags are classified as temporary banners and are subject to the provisions of *Sec. 9.41 – Temporary Sign Standards*.

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 of thirty (30) days, and can be renewed twice, not to exceed 90 days per calendar year;
- 5) Subsection 4 of this section shall not apply to private schools and places of worship located in residential zoning districts. All banners must be maintained in good condition as provided for flags in section 9.34.
- 6) 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) In addition to the other information required in Article 9, Chapter II, a permit issued by the state department of transportation authorizing the installation of the proposed billboard sign shall be submitted to the director simultaneously with the application for a permit to erect said sign.
 - c) 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 from the sign edge of the structure.
 - d) No billboard sign shall exceed a height of sixty-five (65) feet as measured from the base of the structure to the top of the sign, except where the base of the billboard is located below the adjacent highway road grade, in which case the difference between the base of the billboard and the adjacent road grade may be added to the overall height of the structure.
 - e) A billboard sign shall have a maximum width of forty-eight (48) feet and a maximum sign face area of six-hundred seventy-two (672) square feet.
 - f) No billboard sign shall be located with five-hundred (500) feet of any other billboard sign on either side of the street, road, or highway, including any such sign located outside of the city limits, as measured along the right-of-way.

- g) Two (2) signs in the same location (back-to-back or “V” formation) shall be the same height above the interstate highway surface.
 - h) Billboards shall not be located within five-hundred (500) feet of the frontage of interstate off-and-on-ramps.
- 2) Tri-Vision or Multiple Message Billboard Signs
- a) In addition to the regulations outlined in Sec. 9.38, 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 either side of the street, road, or highway.
- 3) LED/Digital Billboard Signs
- a) As light-emitting diode (LED) billboard signs, also known as digital billboards, present a different set of circumstances regarding their impact on the community, such signs shall be governed by the following additional standards:
 - i. Digital billboards shall be limited to parcels with frontage on a federal interstate highway, except as subject to section xvii of this subsection.
 - ii. No digital billboard shall be located within five-hundred (500) feet of another billboard on the same side of the interstate highway. Billboard signs located outside the city limits shall be included in determining this distance.
 - iii. No digital billboard shall be located within five-thousand (5,000) feet of another multiple message billboard, including any other digital billboard, on the same side of the highway. Billboard signs located outside the city limits shall be included in determining this distance.
 - iv. Digital billboards shall not be located within five-hundred (500) feet of the nearest residentially zoned property, park, playground, recreation area, scenic area or cemetery, as measured from the outermost edge of the sign to the closest point of the above-referenced property line.
 - v. All digital billboard images must remain stationary and not contain any visible moving parts, alternating, "crawling" or other moving messages or have the appearance of having moving parts or messages.
 - vi. The display, background or other message medium on a digital billboard shall not change more often than once every ten seconds, with a transition period of one second or less.
 - vii. No digital billboard shall be placed within five-thousand (5,000) feet of another digital billboard on the same side of the street, road, or highway.
 - viii. A digital billboard shall contain a default design that will freeze the sign in one position should a malfunction occurs.
 - ix. Any maximum size limitations shall apply to the side of the multiple message sign with the greater area.

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

Sec. 9.39 – 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.
- 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 9.2**Temporary Signs**

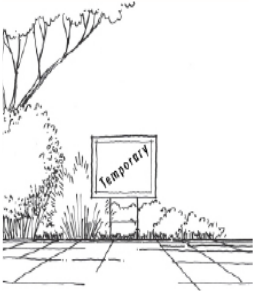
	AGR	IND	RES	COM	Specifications	
Lawn Signs 					a. Quantity (max.)	NA
					b. Sign Face Area	6 sf
					c. Height	3 ft
					d. Depth/Projection	NA
					e. Clearance	NA
					f. Setback	10 ft
					g. Time of Display	30 days; 9.41(3)c
					h. Landscaping/Illumination	NA/No
					i. Permit	Not Required
					j. Other	9.41(3)
Lawn Signs 					a. Quantity (max.)	NA
					b. Sign Face Area	6 sf
					c. Height	3 ft
					d. Depth/Projection	NA
					e. Clearance	NA
					f. Setback	10 ft
					g. Time of Display	30 days; 9.41(3)c
					h. Landscaping/Illumination	NA/No
					i. Permit	Not Required
					j. Other	9.41(3)
Post and Panel Signs 					a. Quantity (max.)	2 per Property
					b. Sign Face Area	32 sf
					c. Height	NA
					d. Depth/Projection	NA
					e. Clearance	NA
					f. Setback	10 ft
					g. Time of Display	NA
					h. Landscaping/Illumination	NA/No
					i. Permit	Required
					j. Other	9.40(4)
Post and Panel Signs 					a. Quantity (max.)	2 per Property
					b. Sign Face Area	32 sf
					c. Height	NA
					d. Depth/Projection	NA
					e. Clearance	NA
					f. Setback	10 ft
					g. Time of Display	NA
					h. Landscaping/Illumination	NA/No
					i. Permit	Required
					j. Other	9.40(4)

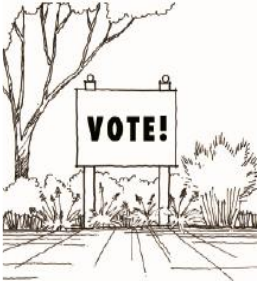
Table 9.02 Temporary Signs		AGR	IND	RES	COM	Specifications	
Post and Panel Signs 						a. Quantity (max.)	2 per Property
						b. Sign Face Area	32 sf
						c. Height	NA
						d. Depth/Projection	NA
						e. Clearance	NA
						f. Setback	10 ft
						g. Time of Display	NA
						h. Landscaping/Illumination	NA/No
						i. Permit	Required
						j. Other	9.40(4)
Post and Panel Signs 						a. Quantity (max.)	2 per Property
						b. Sign Face Area	32 sf
						c. Height	NA
						d. Depth/Projection	NA
						e. Clearance	NA
						f. Setback	10 ft
						g. Time of Display	NA
						h. Landscaping/Illumination	NA/No
						i. Permit	Required
						j. Other	9.40(4)
Hanging Sign Posts 						a. Quantity (max.)	2
						b. Sign Face Area	16 sf residential. 32sf commercial/industrial
						c. Height	NA
						d. Depth/Projection	NA
						e. Clearance	NA
						f. Setback	10 ft
						g. Time of Display	Removed 7 days after Sale/Rent/Lease, 9.41(5)c
						h. Landscaping/Illumination	NA/No
						i. Permit	Not Required
						j. Other	9.41(5)
Banners 						a. Quantity (max.)	1
						b. Sign Face Area	24 sf
						c. Height	NA
						d. Depth/Projection	NA
						e. Clearance	NA
						f. Setback	10 ft
						g. Time of Display	30 days; 9.41(6)a
						h. Landscaping/Illumination	NA/No
						i. Permit	Required
						j. Other	9.41(6)

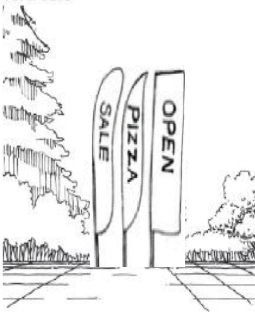
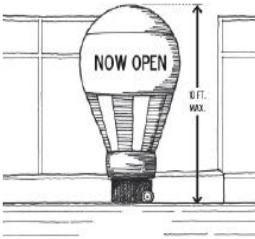
Table 9.2 Temporary Signs		AGR	IND	RES	COM	Specifications	
Banners 						a. Quantity (max.)	1
						b. Sign Face Area	24 sf
						c. Height	NA
						d. Depth/Projection	NA
						e. Clearance	NA
						f. Setback	10 ft
						g. Time of Display	30 days; 9.41(6)a
						h. Landscaping/Illumination	NA/No
						i. Permit	Required
						j. Other	9.41(6)
Banners 						a. Quantity (max.)	1
						b. Sign Face Area	24 sf
						c. Height	NA
						d. Depth/Projection	NA
						e. Clearance	NA
						f. Setback	10 ft
						g. Time of Display	30 days; 9.41(6)a
						h. Landscaping/Illumination	NA/No
						i. Permit	Required
						j. Other	9.41(6)
Inflatable Objects 						a. Quantity (max.)	1
						b. Sign Face Area	NA
						c. Height	10 ft
						d. Depth/Projection	NA
						e. Clearance	NA
						f. Setback	10 ft
						g. Time of Display	7 consecutive days, twice per year, 9.41(7)(c)
						h. Landscaping/Illumination	NA/No
						i. Permit	Required
						j. Other	9.41(7)
Window Signs - Temp 						a. Quantity (max.)	1 per Window
						b. Sign Face Area	40% of window
						c. Height	NA
						d. Depth/Projection	NA
						e. Clearance	NA
						f. Setback	NA
						g. Time of Display	9.41(8)(c)
						h. Landscaping/Illumination	NA/No
						i. Permit	Not Required
						j. Other	9.41(8)

Table 9.2 Temporary Signs		AGR	IND	RES	COM	Specifications	
	Sidewalk Signs					a. Quantity (max.)	1 per Business Establishment
						b. Sign Face Area	6 ft
						c. Height	3 ft
						d. Depth/Projection	NA
						e. Clearance	36"
						f. Setback	NA
						g. Time of Display	9.41(9)(g)
						h. Landscaping/Illumination	NA/No
						i. Permit	Not Required
						j. Other	9.41(9)
	Model/Temp Sales					a. Quantity (max.)	1 per Model Home (4sf max.), 9.41(10)b
						b. Sign Face Area	32 sf aggregate sign area for all model homes
						c. Height	NA
						d. Depth/Projection	NA
						e. Clearance	NA
						f. Setback	10 ft
						g. Time of Display	NA
						h. Landscaping/Illumination	NA/No
						i. Permit	Required
						j. Other	9.41(10)

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

- 1) GENERAL PROVISIONS. In no instance shall this provision be interpreted as temporarily or permanently permitting any sign prohibited by Section 9.13 Prohibited Signs of this Chapter. The following types of signs are permitted as temporary signs and may require a sign permit.
 - a) Lawn Signs
 - b) Post and Panel
 - c) Hanging Sign Post
 - d) Banners
 - e) Inflatable Objects
 - f) Window Signs
 - g) Sidewalk Signs
 - h) Model Home/Temporary Sales Facility Signs
 - i) Weekend Directionals
- 2) MINIMUM STANDARDS. Temporary signs shall comply with the following standards:
 - a) Temporary signs shall not be affixed to a permanent sign or its supporting structure, including both building mounted and freestanding permanent signs.
 - b) Temporary signs shall not be affixed to poles, posts, stakes or other supporting structures that are permanently installed or anchored into the ground through the use of concrete foundations or similar anchoring techniques.
 - c) Temporary signs shall not be placed in a manner that obstructs clear sight distance (with the required sight triangle) for motorists at street intersections or driveways, consistent with Sec. 9.17(1)(g) – Sight Visibility Triangle.
 - d) Temporary signs shall not be placed on the roof of a building, or affixed to a motor vehicle, tree, utility pole or street sign.
 - e) Temporary signs shall not be illuminated or be provided with any electric service.
 - f) Temporary signs shall not be placed within any public street right-of-way, including within medians, unless expressly permitted by this Ordinance.
 - g) Temporary signs attached to building walls (other than permitted temporary window signs) shall not be placed in a manner that obstructs any window, door, fire department sprinkler connection, or street number sign.
 - h) Where temporary signs are limited in the duration of their display and limited in the total number of displays per calendar year, any required period of separation between such displays shall carry through to the following calendar year, and shall be observed prior to initiating the first allowed display during the new calendar year.
- 3) LAWN SIGNS.
 - a) Lawn Signs shall be no more than six (6) square feet in surface area and shall be no higher than three (3) feet above adjacent grade.
 - b) No lawn sign shall exceed (16) square feet in aggregate area on parcels in commercial, industrial, or institutional zoning districts or eight (8) square feet on parcels in residential zoning districts.
 - c) Lawn signs are permitted for thirty (30) days, but can be renewed up to three times per calendar year for a total of ninety (90) days.

- d) Lawn Signs may be allowed in a public or private right-of-way but shall be located no closer than ten (10) feet from the pavement of a public or private street or five (5) feet from the edge of a sidewalk, bike path, or pedestrian way, whichever is greater as it applies.
 - e) No Lawn Sign shall be:
 - i) Located such that it obstructs, impedes, or otherwise creates a hazardous condition for safe and normal flow of pedestrian or motor vehicle traffic.
 - ii) Erected on private property without the consent of the property owner.
 - iii) Placed on any tree, utility pole, or fences.
 - iv) Placed on government-owned property such as a park.
 - v) Placed on public right-of-way adjoining vacant or abandoned parcels.
 - f) Lawn Signs do not require a sign permit.
- 4) POST AND PANEL SIGNS. Post and Panel Signs shall be permitted on construction sites, provided that they meet the following provisions:
- a) Post and Panel Signs shall not exceed more than two (2) per property in a Planned Unit Development or residential subdivision, and shall not exceed thirty-two (32) square feet per sign in all zoning districts.
 - b) Post and Panel Signs shall be removed when a Certificate of Occupancy is obtained.
 - c) To ensure compliance with the regulations contained in this chapter, a sign permit shall be required in order to erect, move, alter, change copy on, or reconstruct any development construction sign.
 - d) Shall not be illuminated;
 - e) Shall maintain a minimum setback of ten (10) feet from the proposed right-of way and shall be outside of any required sight triangle;
 - f) In a residential construction project, construction signage shall be removed not later than ten (10) days after having sold or leased eighty percent (80%) of the single, two family lots or multi-family development; and,
 - g) To ensure compliance with the regulations contained in this chapter, a sign permit shall be required in order to erect, move, alter, change copy on, or reconstruct any construction sign.
- 5) HANGING SIGN POSTS. Hanging post signs shall be permitted, provided they meet the following provisions:
- a) Hanging post signs do not require a sign permit.
 - b) Hanging post signs shall not exceed more than two (2) per property, and shall not exceed a sign area of sixteen (16) square feet per sign in single-family residential zoning districts and thirty-two (32) square feet per sign in all other zoning districts.
 - c) Hanging post signs associated with commercial or individual home sales shall be removed within seven (7) days from the time the premises is sold, rented, or leased.
 - d) Hanging post signs associated with residential subdivision sales shall be removed when fifty percent (50%) of the planned subdivision has been occupied.
 - e) An extension of four (4) months may be approved at the discretion of the Community Development Director.
- 6) BANNERS. One (1) banner shall be permitted per parcel that meets the following provisions:

- a) Banners shall not exceed twenty-four (24) square feet in area are permitted for thirty (30) days, but can be renewed up to three times per calendar year for a total of ninety (90) days.
 - b) The banner shall be affixed by all four (4) corners to the building or posts where the use associated with the banner is located, except for Feather Banners which must be secured along one full side.
 - c) Banners shall be associated with non-residential uses only.
 - d) To ensure compliance with the regulations contained in this Chapter, a sign permit shall be required in order to erect, move, alter, change copy on, or reconstruct any banner.
 - e) Signs that are installed by local governments and mounted to light standards or placed on public property shall be permitted.
 - f) Exceptions for public events sponsored or promoted by the local government can be exempted at the discretion of the Community Development Director.
- 7) INFLATABLE OBJECTS. Inflatable objects shall be permitted, provided that they meet the following provisions:
- a) a) Inflatable objects shall not exceed more than one (1) per property or business use (whichever is greater) at any time.
 - b) b) No single inflatable object shall exceed ten (10) feet in height.
 - c) 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) d) Inflatable objects shall be associated with non-residential uses only.
 - e) 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.
- 8) TEMPORARY WINDOW SIGNS.
- a) Window signs do not require a sign permit.
 - b) Temporary signs and decorations painted on or applied to windows and that are less than forty percent (40%) of the window area, shall be permitted.
 - c) All signs and/or decorations shall be removed within ten (10) days following the applicable holiday.
- SIDEWALK, A-FRAME OR EASEL STYLE SIGNS.
- d) Sign composition material: Wood or metal (dry erase or chalk board style);
 - e) 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;
 - f) In conjunction to a business establishment authorized on the subject lot; and
 - g) Number of signs allowed: One per establishment;
 - h) Maximum height: Three feet;
 - i) Sign area: No larger than six square feet;
 - j) All sidewalk signs shall be removed daily upon cessation of business hours and shall be stored indoors;
 - k) No sidewalk signs shall be lit, contain neon, or contain plastic construction or embellishment;
 - l) Evidence of neglect or dilapidation of any sidewalk sign shall provide cause for immediate removal; and

- m) Sidewalk signs shall not require a sign permit or authorization sticker affixed to the subject sign.
- 9) MODEL HOME/TEMPORARY SALES FACILITY SIGNS.
 - a) Wall, awning, or ground signs shall be permitted on the lot of the sales facility and limited to an aggregate square footage not exceeding thirty-two (32) square feet of sign area.
 - b) Individual model homes may have one (1) sign not to exceed four (4) square feet.
 - c) Any signs located on model homes or temporary sales facility require a permit.
- 10) SIGNS PLACED ON PUBLIC RIGHT-OF-WAY
 - a) Signs placed on public right-of-way are permitted only between the hours of 2:00 p.m. local time on Friday and 8:00 a.m. local time on Monday.
 - b) Such signs may be no larger than six (6) square feet in size and no higher than forty (40) inches from grade.
 - c) Such signs when located in areas other than within residential subdivisions shall be located no less than ten (10) feet from the street pavement and so as not to interfere or obstruct a motorist's view of pedestrian and vehicular traffic.
 - d) Within residential subdivisions, such signs shall be permitted to be located between the street and sidewalk (without written permission) within the public right-of-way so long as they do not interfere or obstruct a motorist's view of pedestrian and vehicular traffic.
 - e) Such signs shall not be placed so as to interfere with the corner vision clearance at intersections.
 - f) Such signs shall not be placed on private property without permission of the property owner on whose property the sign is erected.
 - g) No such signs shall be attached to any existing utility structure, tree, fence, or any existing public or private sign or sign structure.
 - h) No person, group, organization or entity may place more than one (1) sign at a single corner or spaced closer than 500' apart.
 - i) Signs which by color, location, or design resemble or conflict with traffic control signs or signals, or obstruct the view of an intersection, or a street or highway with a railroad crossing are prohibited.

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 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

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.

CHAPTER IV – DOWNTOWN SIGN REGULATIONS

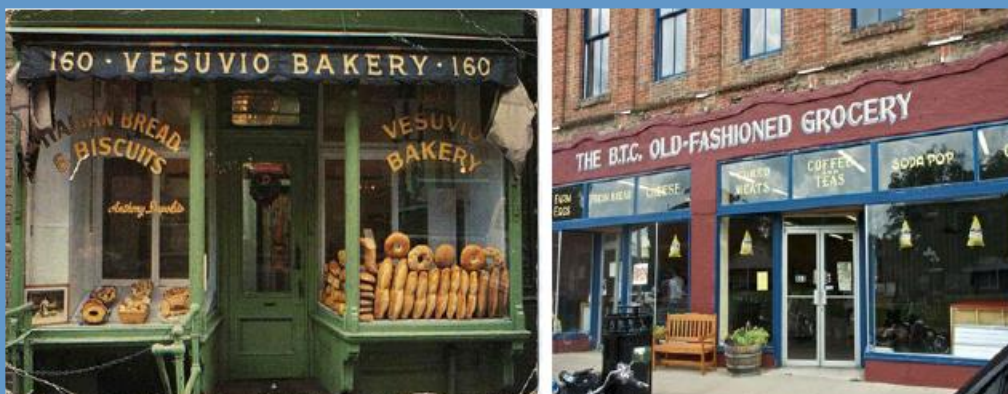
Sec. 9.44 – SIGN GUIDELINES FOR THE DOWNTOWN DISTRICT (CBD)

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

1) Style and Design

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

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.

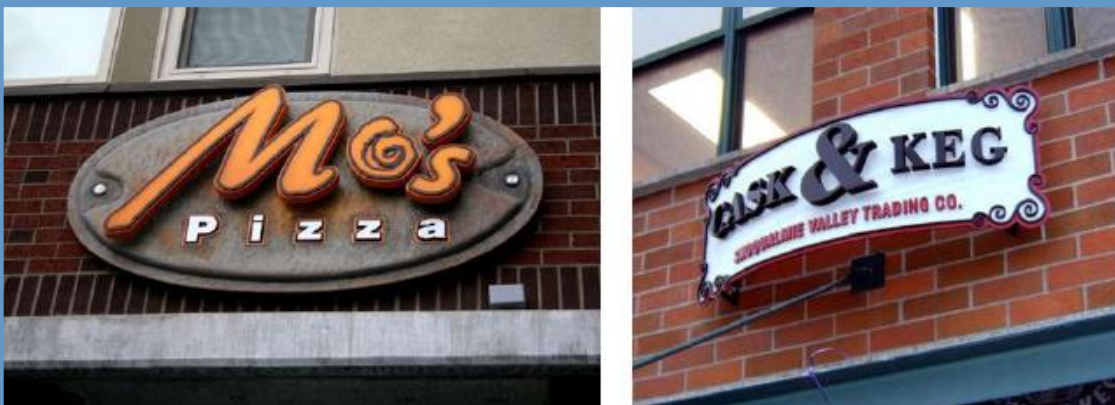


Sec. 9.45 – DESIGN GUIDELINES FOR SPECIFIC SIGN & AWNING TYPES

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.

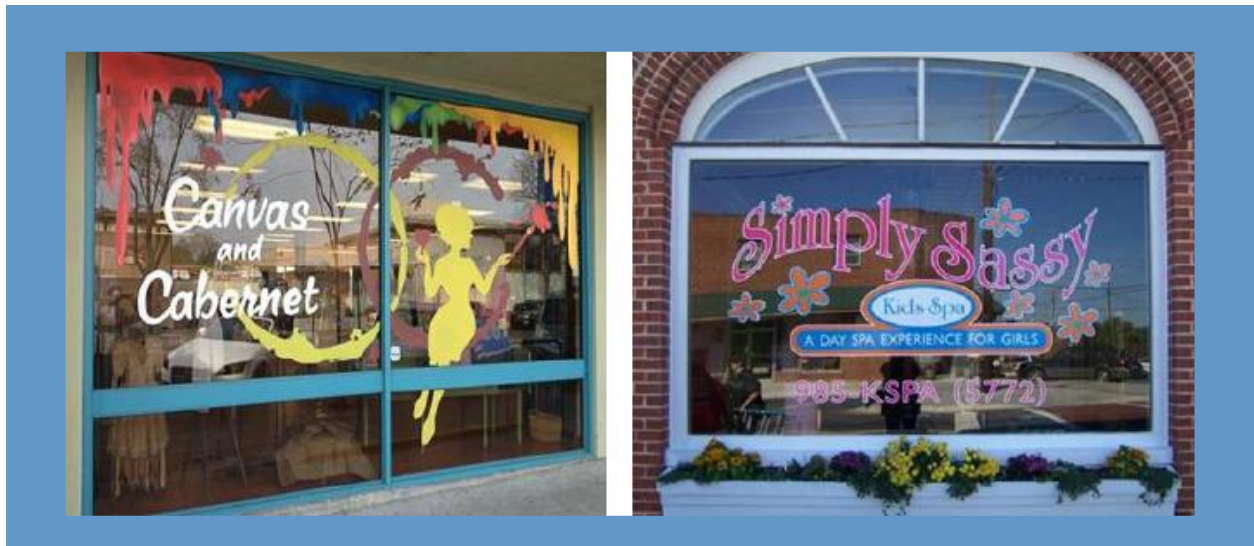
1) Wall Signs.

- 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: Library Advisory Board Appointment

AGENDA DATE: Tuesday July 23, 2019

DATE PREPARED: July 11, 2019

PREPARED BY: Vicki Coleman, AICP, Director

AMOUNT: N/A

GL ACCOUNT #: N/A

PURPOSE: To present for consideration renewal of appointee to the Library Advisory Board.

BACKGROUND: The Parks, Recreation, and Leisure Services Department is recommending Julie Dobbs continue her appointment to the Library Advisory Board. Ms. Dobbs has been a staunch supporter and promoter of the library in events and community support. She is currently an employee with the University of West Georgia's library.

Ms. Dobbs application is attached.

STAFF RECOMMENDATION: Approval

IMPACT: N/A

MOTION: To reappoint Julie Dobbs to the City's Library Advisory Board for a three year term expiring on May 31, 2022.



City of Villa Rica
571 W. Bankhead Highway
Villa Rica, GA 30180



**APPLICATION FOR BOARD OR COMMISSION
 APPOINTMENT**

Citizens provide a great insight and knowledge to City government. An avenue that the City of Villa Rica uses to get this insight is through the various Boards and Commissions of the City of Villa Rica. The members of the Boards and Commissions make decisions and help recommend and review policies for the City of Villa Rica and its Mayor and Council. This questionnaire will assist the Mayor and Council in the review process and in determining applicant eligibility requirements and qualifications for Board or Commission membership.

Questions to consider before applying for membership on a Board or Commission:

- Do I fully understand what this Board or Commission expects from me?
- Am I committed to the goals and mission of this Board or Commission?
- Can I afford the demands on my time, resources and energy?
- Will I attend meetings regularly, making them a priority for the duration of my appointment?
- Am I willing to perform a reasonable amount of work outside of regularly scheduled Board or Commission meetings and prepare for each meeting?
- Can I work effectively with the other members of the Board or Commission?
- Am I willing to participate in necessary Board or Commission training, education and development activities that will improve my effectiveness in my position?

APPLICANT INFORMATION

Applicant Name: Julie V. Almon-Dobbs

Occupation: Administrative Manager Employer: UWG-Ingram Library

Home Address: 113 South Dogwood St City: Villa Rica Zip: 30180

Home Phone: (770) 249-7294 Home E-Mail: jwinkie1@gmail.com

Work Phone: (678) 839-6498 Work E-Mail: jdobbs@westgarden

Cell Phone: (470) 495-6823 Preferred E-Mail: ☐ Home ☒ Work

Name and address of the business entity you own, located within the city limits of Villa Rica (if applicable) _____

City of Villa Rica

BOARD OR COMMISSION APPLICATION

Page 3 of 4

- i) What talents, strengths, experience, or interests do you feel you would bring to the Board or Commission if selected?

I currently work at UWG's Ingram Library where I have been an effective employee for 15 years. I enjoy libraries and I love to read. I also love tutoring those who are in need and I tutor in the library.

- j) Are you willing to be considered for appointment to any of the other Boards or Commissions of the City if a position is not available on the Board or Commission of your first choice? ☐ Yes ☒ No If yes, please list the Boards or Commissions for which you would like to be considered (in order of interest):
-
-
-

APPLICANT STATEMENT

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

 Julie Y. Almon-Dobbs 6/26/2019
Signature Printed Name Date

Please return signed application to: Alisa Doyal, City Clerk
City of Villa Rica
571 W. Bankhead Hwy
Villa Rica, GA 30180

Fax: 770-459-7003
Email: adoyal@villarica.org

Questions? Contact the City Clerk at 678-840-1212



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Library Advisory Board Appointment

AGENDA DATE: Tuesday July 23, 2019

DATE PREPARED: July 11, 2019

PREPARED BY: Vicki Coleman, AICP, Director

AMOUNT: N/A

GL ACCOUNT #: N/A

PURPOSE: To present for consideration an appointee to the Library Advisory Board.

BACKGROUND: The Parks, Recreation, and Leisure Services Department is recommending Cheryl L. Bell for an appointment to the Library Advisory Board to fill the position vacated by the resignation of Dr. Ola McClendon. Mrs. Bell is retired from the State of Michigan and has extensive experience budget, information technology, and business. Mrs. Bell is active with the Villa Rica Friends of the Library and attends a number of the library's programs.

Ms. Bell's application is attached.

STAFF RECOMMENDATION: Approval

IMPACT: N/A

MOTION: To appoint Cheryl Bell to the Villa Rica Library Advisory Board to fill the unexpired term of Ola McClendon with an expiration set for October 31, 2020.



City of Villa Rica
571 W. Bankhead Highway
Villa Rica, GA 30180



APPLICATION FOR BOARD OR COMMISSION
APPOINTMENT

Citizens provide a great insight and knowledge to City government. An avenue that the City of Villa Rica uses to get this insight is through the various Boards and Commissions of the City of Villa Rica. The members of the Boards and Commissions make decisions and help recommend and review policies for the City of Villa Rica and its Mayor and Council. This questionnaire will assist the Mayor and Council in the review process and in determining applicant eligibility requirements and qualifications for Board or Commission membership.

Questions to consider before applying for membership on a Board or Commission:

- Do I fully understand what this Board or Commission expects from me?
- Am I committed to the goals and mission of this Board or Commission?
- Can I afford the demands on my time, resources and energy?
- Will I attend meetings regularly, making them a priority for the duration of my appointment?
- Am I willing to perform a reasonable amount of work outside of regularly scheduled Board or Commission meetings and prepare for each meeting?
- Can I work effectively with the other members of the Board or Commission?
- Am I willing to participate in necessary Board or Commission training, education and development activities that will improve my effectiveness in my position?

APPLICANT INFORMATION

Applicant Name: Cheryl L. Bell

Occupation: Retired Employer: N/A Pres - Trails at Charleston Place N.A.

Home Address: 225 Raleigh Way City: Villa Rica Zip: 30180

Home Phone: (313) 443-7490 Home E-Mail: cherly200@yahoo.com

Work Phone: () Work E-Mail:

Cell Phone: (313) 443-7490 Preferred E-Mail: ☒ Home ☐ Work

Name and address of the business entity you own, located within the city limits of Villa Rica (if applicable)

- a) Which Board(s) or Commission(s) do you wish to be appointed to? Library Advisory
- b) How long have you been a resident of the City of Villa Rica? 5 Years 0 Months
- c) Are you current with all of your financial obligations to the City? ☒ Yes ☐ No
- d) Are you willing and available to attend training sessions on-site and/or off-site if provided by the City? ☒ Yes ☐ No
- e) Available Boards and Commissions and their terms and meeting schedules are listed at the end of this application. Are you able to meet the attendance requirements of the position for which you are applying? ☒ Yes ☐ No
- f) Do you know of any circumstances that would result in you having to abstain from voting on any action before the Board or Commission? ☐ Yes ☒ No If yes, please explain:
- _____
- _____
- _____
- g) Do you or your employer, or your spouse, child, relative or their employers, do business with the City of Villa Rica ☐ Yes ☒ No If yes, please explain:
- _____
- _____
- _____
- h) Do you have any employment or contractual relationship with the City of Villa Rica that would create a continuing or frequently recurring conflict with regard to your participation on a Board or Commission? ☐ Yes ☒ No If yes, please explain:
- _____
- _____

- i) Please briefly explain your reasons for wishing to serve on the Board or Commission you select:

I have the time and willingness to serve. I am a member of "Friends of the Library" and participate in many of its programs. I will use my business and accounting background to serve in a positive way to improve services to the citizens.

- j) Are you willing to be considered for appointment to any of the other Boards or Commissions of the City if a position is not available on the Board or Commission of your first choice? ☒ Yes ☐ No If yes, please list the Boards or Commissions for which you would like to be considered (in order of interest):

V.R. Library Advisory
Villa Rica Dev. Authority

Historic Preservation Commission

APPLICANT STATEMENT

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

Cheryl J. Bell

Signature

Cheryl L. Bell

Printed Name

5-16-19

Date

Please return signed application to:

Alisa Doyal, City Clerk
City of Villa Rica
571 W. Bankhead Hwy
Villa Rica, GA 30180

Fax: 770-459-7003
Email: adoyal@villarica.org

Questions? Contact the City Clerk at 678-840-1212



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Recreation Advisory Committee Appointment
AGENDA DATE: July 23, 2019

DATE PREPARED: July 11, 2019
PREPARED BY: Vicki Coleman, AICP, Director

AMOUNT: N/A
GL ACCOUNT #: N/A

PURPOSE: To present for consideration an-appointee to the Recreation Advisory Committee.

BACKGROUND: The Parks, Recreation, and Leisure Services Department is presenting Jon Goodfriend for an appointment to the department's Recreation Advisory Committee.

Mr. Goodfriend's application is attached.

STAFF RECOMMENDATION: Approval

IMPACT: N/A

MOTION: To appoint Jon Goodfriend to the Recreation Advisory Committee for three-year term expiring June 30, 2022.



City of Villa Rica
571 W. Bankhead Highway
Villa Rica, GA 30180



**APPLICATION FOR BOARD OR COMMISSION
APPOINTMENT**

Citizens provide a great insight and knowledge to City government. An avenue that the City of Villa Rica uses to get this insight is through the various Boards and Commissions of the City of Villa Rica. The members of the Boards and Commissions make decisions and help recommend and review policies for the City of Villa Rica and its Mayor and Council. This questionnaire will assist the Mayor and Council in the review process and in determining applicant eligibility requirements and qualifications for Board or Commission membership.

Questions to consider before applying for membership on a Board or Commission:

- Do I fully understand what this Board or Commission expects from me?
- Am I committed to the goals and mission of this Board or Commission?
- Can I afford the demands on my time, resources and energy?
- Will I attend meetings regularly, making them a priority for the duration of my appointment?
- Am I willing to perform a reasonable amount of work outside of regularly scheduled Board or Commission meetings and prepare for each meeting?
- Can I work effectively with the other members of the Board or Commission?
- Am I willing to participate in necessary Board or Commission training, education and development activities that will improve my effectiveness in my position?

APPLICANT INFORMATION

Applicant Name: Jon Goodfriend

Occupation: Teacher / Coach Employer: Douglas County Schools

Home Address: 1128 Red Bud Circle City: Villa Rica Zip: 30180

Home Phone: () _____ Home E-Mail: jongoodfriend@gmail.com

Work Phone: () _____ Work E-Mail: _____

Cell Phone: (404) 368-2421 Preferred E-Mail: ☒ Home ☐ Work

Name and address of the business entity you own, located within the city limits of Villa Rica (if applicable) _____
Wife is exploring a business opportunity in VR!

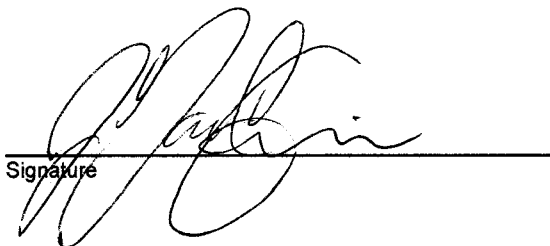
- i) Please briefly explain your reasons for wishing to serve on the Board or Commission you select:

I recently moved to VR with my wife + 3 yr old daughter.
We love VR and want to get involved with our local
community. I teach + coach middle school sports +
social studies and want to be a part in my home place!

- j) Are you willing to be considered for appointment to any of the other Boards or Commissions of the City if a position is not available on the Board or Commission of your first choice? ☒ Yes ☐ No If yes, please list the Boards or Commissions for which you would like to be considered (in order of interest):

APPLICANT STATEMENT

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


Signature

Jon Goodfriend
Printed Name

6/13/19
Date

Please return signed application to: Alisa Doyal, City Clerk
City of Villa Rica
571 W. Bankhead Hwy
Villa Rica, GA 30180

Fax: 770-459-7003
Email: adoyal@villarica.org

Questions? Contact the City Clerk at 678-840-1212

- a) Which Board(s) or Commission(s) do you wish to be appointed to? Recreation + Main Street
- b) How long have you been a resident of the City of Villa Rica? 1 Years Months
- c) Are you current with all of your financial obligations to the City? ☒ Yes ☐ No
- d) Are you willing and available to attend training sessions on-site and/or off-site if provided by the City? ☒ Yes ☐ No
- e) Available Boards and Commissions and their terms and meeting schedules are listed at the end of this application. Are you able to meet the attendance requirements of the position for which you are applying? ☒ Yes ☐ No
- f) Do you know of any circumstances that would result in you having to abstain from voting on any action before the Board or Commission? ☐ Yes ☒ No If yes, please explain:
- _____
- _____
- _____
- g) Do you or your employer, or your spouse, child, relative or their employers, do business with the City of Villa Rica ☐ Yes ☒ No If yes, please explain:
- _____
- _____
- _____
- h) Do you have any employment or contractual relationship with the City of Villa Rica that would create a continuing or frequently recurring conflict with regard to your participation on a Board or Commission? ☐ Yes ☒ No If yes, please explain:
- _____
- _____



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Three Rivers Commission – AAA Senior Services Contract

AGENDA DATE: July 23, 2019

DATE PREPARED: July 11, 2019

PREPARED BY: Vicki Coleman, AICP, Director

AMOUNT: \$213,684.00

GL ACCOUNT #: 100-5500 (Senior Services)

PURPOSE: To present for adoption the FY2020 Three Rivers Commission grant contract for senior services.

BACKGROUND: The City has operated under a contract with the Three Rivers Regional Commission for thirty years. The contract allows the City to address health and wellness services with its senior population through providing programs and meals to qualifying seniors and receiving reimbursements through state and federal grants

The City's reimbursement for meals are as follows:

- Home Delivered Meals: \$8.99
- Congregant Meals: \$10.66

The Three Rivers Commission staff conducted their SFY 2019 financial monitoring visit to the City of Villa Rica on June 27, 2019 and found the senior services program to be in full compliance in accordance with the records of the Three Rivers Commission's Area Agency on Aging

A copy of the contract is attached.

STAFF RECOMMENDATION: Approval

IMPACT: Executing the contract allows us to continue providing senior services while complying with the necessary standards to receive the recurring reimbursement.

MOTION: To approve the senior services grant contract between the City and Three Rivers Regional Commission that allows the City to continue to be reimbursed for programs and the meals of participating seniors between July 1, 2019 – June 30, 2020.

SECTION ONE
AREA AGENCY ON AGING CONTRACT FOR SERVICES

THIS CONTRACT, entered into as of the 1st day of July 2019, by and between

CITY OF VILLA RICA

(hereinafter referred to as "SUBCONTRACTOR") and the

THREE RIVERS REGIONAL COMMISSION

(hereinafter referred to as "TRRC").

T-III C Funding CFDA# 93.045	ACL-NSIP Funding CFDA# 93.053
SSBG-HCBS Funding CFDA # 93.667	

WITNESSETH THAT:

WHEREAS, TRRC desires to engage the SUBCONTRACTOR to render certain services hereinafter described in connection with an undertaking or program (hereinafter referred to as the "program") which is to be wholly or partially financed by a grant from the U.S. Government through Georgia Department of Human Services (DHS) (hereinafter, along with the appropriate auditing agency of the entities making such grant, referred to as "the funding agencies"), and

WHEREAS, the SUBCONTRACTOR desires to render such services in order that the elderly and/or disabled persons in the Three Rivers Regional Commission region may live independently in their communities for as long as possible thereby preventing premature institutional placement.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

SECTION TWO GENERAL PROVISIONS AND FINANCIAL AND PROGRAMMATIC INFORMATION

1. **Engagement of the SUBCONTRACTOR.** TRRC hereby agrees to engage the SUBCONTRACTOR and the SUBCONTRACTOR hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions herein.
2. **Independent SUBCONTRACTORS.** No provision of this contract, act of the SUBCONTRACTOR in the performance of this contract, or act of TRRC in the performance of this contract shall be construed as constituting the SUBCONTRACTOR as an agent, servant, or employee of TRRC. Neither party to this contract shall have any authority to bind the other in any respect, it being intended that each shall remain an independent SUBCONTRACTOR.
3. **Scope of Services:** The SUBCONTRACTOR shall do, perform, and carry out in a satisfactory and proper manner, as determined by TRRC, the work and services described in Attachment "A", which is attached hereto and made a part thereof. Such services shall be provided within and respecting any or all of the Three Rivers Region (Butts, Carroll, Coweta, Heard, Lamar, Meriwether, Pike, Spalding, Troup, and Upson Counties), as further specified in Attachment A hereto.
4. **Term and Time of Performance.** This term of this contract runs from July 1, 2019 through June 30, 2020. The effective date of this contract is July 1st, 2019. Work and services shall be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in Attachment "A" that is attached hereto and made a part hereof. All work and services required hereunder shall be completed on or before June 30th, 2020.
5. **Method of Payment.** The amount of this contract is included in Attachment B of this contract (page 2). Total payments from the TRRC to the SUBCONTRACTOR shall not exceed the maximum payments noted in Section One unless otherwise approved in writing as an official amendment to this contract. Such amendments shall become addendums to this contract. Unless otherwise specified in Attachments, which are attached hereto and made a part hereof, the following method of payment shall be used:
 - (a) **Progress Payments.** Unless otherwise approved by TRRC and the funding agencies, the SUBCONTRACTOR shall be entitled to receive progress payments on the following basis:
 - (1) a) Cost Reimbursement Contract - **On or before the fifth day of the month** following the month for which payment is requested, the SUBCONTRACTOR shall submit to TRRC, in a form acceptable to TRRC as specified in Attachment "B", a request documenting actual costs incurred during that month for each cost center as specified in Attachment "B"
 - b) Performance Based Fixed Rate Contract - **On or before the fifth day of the month** following the month for which payment is requested, the SUBCONTRACTOR shall submit to TRRC, in a form acceptable to TRRC as specified in Attachment "B", a request documenting the actual number of

service units provided during that month for each cost center as specified in Attachment "B"

TRRC shall verify and process reimbursement requests on or before the 15th working day of the month. TRRC shall distribute processed payments on or before the 25th day of the following month.

- (2) Upon the basis of TRRC's determination to its satisfaction that the SUBCONTRACTOR is in compliance with the terms of this agreement, including but not limited to the Paragraph titled **Subcontracts** below, and its audit and review and approval of (1) the monthly program performance report for the relevant month, and (2) the payment request by cost center, for the relevant month as specified hereinabove, TRRC will make payment to the SUBCONTRACTOR not more than once per month.
- (3) TRRC may, at its discretion, disallow or delay payment of all or part of a request if TRRC determines that the SUBCONTRACTOR is not in compliance to TRRC's satisfaction with any of the terms of this agreement. **Unless the monthly program performance report and the reimbursement request are received by TRRC on or before the fifth day of the month reimbursement may be withheld until the following payment cycle.**

(b) **Final Payment**

- (1) The SUBCONTRACTOR's payment request for the last month of the contract term must be received by TRRC no later than five days after the termination date of this contract. Proposed adjustments subsequent to this date are to be requested within ten days of contract termination. TRRC may, at its discretion, disallow payment of all or part of a final request received after this deadline.
- (2) The final request will be the request submitted on or before the fifth day following the termination date. Adjusted reports received by TRRC on or before the tenth day after the contract termination will become the final request.
- (3) Upon receipt by TRRC of the SUBCONTRACTOR's final payment request and all other required documentation, TRRC will review such documents and make comparisons among the costs authorized in Attachment "A" for each cost center and the cumulative value of all payments for each cost center. Based on such comparisons and upon its determination that all other requirements hereunder have been completed, TRRC will make either a final payment to the SUBCONTRACTOR for any allowable expenditure in excess of prior payments for each cost center or request from the SUBCONTRACTOR reimbursement of any overpayment. The SUBCONTRACTOR shall refund to TRRC any such overpayment within thirty calendar days of notification by TRRC.

(c) **Advance Payments**

- (1) Effective July 1, 2000, any Contractor who wishes to obtain an advance payment on any contractual obligations from the THREE RIVERS REGIONAL COMMISSION must provide an Irrevocable Letter of Credit payable to the THREE RIVERS REGIONAL COMMISSION for any advance amount requested in excess of ninety (90) percent of one twelfth (1/12th) of the annual contract amount. Contractor shall be bonded as stated in 29 (c).
- (2) The Irrevocable Letter of Credit will be called upon in the event the Contractor ceases to do business during the course of a contract period and fails to comply with the terms of this Agreement. Additionally, if such an event occurs, the TRRC will withhold from any remaining payments due to the Contractor the amount necessary to ensure that the total amount of advanced funds granted has been recouped.
- (3) Advanced payments issued to the Contractor shall be reclaimed in one-third installments during the contract period. Upon receipt by TRRC of the SUBCONTRACTOR's payment request during the ninth, tenth and eleventh month of the contract period, TRRC will reclaim one-third of any advanced funds during each of the three payment periods aforementioned with 100% of all advanced funds reclaimed during the eleventh month payment period.

6. **Communications.** All formal communication regarding this contract shall be in writing between the person executing this contract on behalf of the SUBCONTRACTOR (executor) and TRRC's Executive Director. Formal communications regarding this contract shall include, but not necessarily be limited to amendments, correspondence, progress reports and fiscal reports. The SUBCONTRACTOR shall bear the cost and other liability risks of making any changes covered by this contract in advance of receiving a formal contract change order from the TRRC Executive Director. The SUBCONTRACTOR executor and TRRC's Executive Director shall each have the right to designate in writing to the other an agent to act in his or her behalf regarding this contract. Any restrictions to such designation shall be clearly defined in the written designation.

7. **TRRC's Designated Agent.** TRRC's Executive Director hereby designates JOY Y. SHIRLEY, AREA AGENCY ON AGING DIRECTOR, as the agent for purposes of this contract only, except for executing amendments (see paragraph entitled "**Amendments**" below) or terminations (see paragraph entitled "**Termination**" below) or for interpretation of the requirements of this contract. In addition, all formal communications regarding this contract to include correspondence, reports, and requests for payments shall be submitted directly to the TRRC's AAA DESIGNATED AGENT and copied to the TRRC's Executive Director. Such appointments herein may be changed only by TRRC via a written addendum to this agreement.

8. **Review and Coordination.** To ensure adequate assessment of the SUBCONTRACTOR's program and proper coordination among interested parties, TRRC shall be kept fully informed concerning the progress of the work and services to be performed hereunder. The SUBCONTRACTOR may be required to meet with designated representatives of TRRC and

the funding agencies from time to time to review the work and services performed. Reasonable written notice of such review meetings shall be given to the SUBCONTRACTOR. The execution of a Health Insurance Portability and Accountability Act (HIPAA) Business Associate agreement shall occur prior to execution of this agreement and the HIPAA Business Associate agreement shall outline access granted to records under HIPAA regulations.

9. **Access to Records and Inspections.** The state and federal government and the designated TRRC staff member(s) shall have full and complete access to all consumer/customer/client records, administrative records, financial records, pertinent books, documents, papers, correspondence, including e-mails, management reports, memoranda, and any other records of the SUBCONTRACTOR and fourth party SUBCONTRACTOR(s). Upon request of such records, the SUBCONTRACTOR shall immediately provide the records requested. Failure to provide such records may result in termination of the contract and withholding of any remaining payments due until such time the SUBCONTRACTOR furnishes the records requested.

Reinstatement of payments to Contractors who have been sanctioned as denoted above must be approved by the TRRC's Council at the next regularly scheduled meeting of the Council. The SUBCONTRACTOR has executed a Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement with the TRRC. Through the Business Associate Agreement, the SUBCONTRACTOR acknowledges and agrees that the Georgia Department of Human Services (DHS) Division of Aging Services, including the Long-Term Care Ombudsman, and the TRRC Area Agency on Aging provide functions that are considered health oversight agencies in their funding, quality improvement and regulatory functions. As health oversight agencies, protected health information must be shared with them and authorization is not required, according to HIPAA. The SUBCONTRACTOR is responsible for ensuring that a HIPAA Business Associate Agreement is executed by any fourth party SUBCONTRACTORS authorizing the same level of access to the entities noted above.

The SUBCONTRACTOR and fourth party SUBCONTRACTORS record retention requirements are six (6) years from submission of final expenditure reports. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved. The SUBCONTRACTOR agrees that the DHS Office of Investigative Services, upon the request of the Commissioner or designee, has full authority to investigate any allegation of misconduct in performance of duties arising from this contract made against an employee of the SUBCONTRACTOR. The SUBCONTRACTOR agrees to cooperate fully in such investigations by providing the Office of Investigative Services full access to its records and by allowing its employees to be interviewed during such investigations.

The TRRC and the State Department of Human Services shall have the right to monitor and inspect the operations of the SUBCONTRACTOR and any fourth party SUBCONTRACTORS for compliance with the provisions of this Contract and all applicable federal and state laws and regulations, with or without notice, at anytime during the term of this Contract. The SUBCONTRACTOR agrees to cooperate fully with these monitoring and inspection activities. Such monitoring and inspection activities may include,

without limitation, on-site health and safety inspections, financial and behavioral health/clinical audits, review of any records developed directly or indirectly as a result of this Contract, review of management systems, policies and procedures, review of service authorization and utilization activities, and review of any other areas, activities or materials relevant to or pertaining to this Contract. DHS and/or TRRC will provide the SUBCONTRACTOR with a report of any findings and recommendations and may require the SUBCONTRACTOR to develop corrective action plans as appropriate. Such corrective action plans may include requiring the SUBCONTRACTOR to make changes in service authorization, utilization practices, and/or any activity deemed necessary by the DHS and/or TRRC.

The THREE RIVERS REGIONAL COMMISSION's Council has established the following sanctions for any violations of this section of the contract:

“If at any time an official representative of the TRRC (a staff member and/or an outside party hired to review certain records, documents, and/or procedures) is denied access to the information requested, or if the Contractor does not provide such information as requested, the TRRC will withhold any pending and/or future payments for services rendered until such time that the information is presented.”

10. General

- (a) The SUBCONTRACTOR agrees to carry out the program in accordance with all terms, provisions and conditions of the applicable guidelines and regulations issued by the funding agencies (e.g., the Older Americans Act of 1965, as amended, 45 CFR 74, 45 CFR 92, and 45 CFR 202). TRRC shall determine the appropriateness and application of such terms, provisions, and conditions. The SUBCONTRACTOR also agrees to carry out the program in compliance with requirements relating to the application, acceptance and use of Federal funds for this program, including, but not limited to, Executive Order 12372 and 41 CFR 29-70 or 45 CFR 74 or 45 CFR 92, as appropriate. The SUBCONTRACTOR assures and certifies that it shall comply with all requirements imposed by TRRC or the funding agencies concerning special requirements of law or program requirements including, but not limited to, 45 CFR 1321, or 45 CFR 202, as appropriate. The Code of Federal Regulations (CFR) are available at <http://www.gpoaccess.gov/cfr/>
- (b) The SUBCONTRACTOR agrees that the purpose of this program is to develop greater service capacity and to foster the development of comprehensive and coordinated service delivery systems to serve older persons and others deemed in need. To accomplish this purpose, the SUBCONTRACTOR agrees to execute a program which will:
 - (1) secure and maintain maximum independence and dignity in a home environment for older persons and other eligible individuals capable of self-care with appropriate supportive services;

- (2) remove individual and social barriers to economic and personal independence; and
- (3) provide specified services to eligible individuals who reside within the planning and service area, with greatest social need being determined by advanced age (75 years or more);
- (4) transport those deemed in need to scheduled sites.

11. **SUBCONTRACTOR's Personnel.** The SUBCONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform the services under this contract. Such personnel shall not be employees of TRRC.

12. **Standards for Service Performance.**

- a) The SUBCONTRACTOR shall perform all services in accordance with the definitions cited in Attachment A and as further defined in relevant notices issued by TRRC, or through TRRC from the Georgia Department of Human Services, the Administration on Aging, U. S. Department of Health and Human Services or any other funding entity.
- b) The SUBCONTRACTOR agrees to administer all programs in accordance with the Georgia Department of Human Services-Division of Aging Services Policies and Procedures. SUBCONTRACTOR will use the On-line Directives Information System (www.odis.dhr.state.ga.us) to stay current with the policies and procedures. The manuals may periodically be amended by DHS.
- c) The SUBCONTRACTOR assures that client assessment data and other required data elements for non-Medicaid Home and Community Based Services clients are collected and entered into the WellSky System in a timely manner.
- d) The SUBCONTRACTOR agrees to have a policy for reporting suspected abuse, neglect or exploitation since providers of Non-Medicaid Home and Community Based Service are considered mandated reporters under O.C.G.A. 30-4, "Protection of Disabled Adults and Elder Person."
- e) The SUBCONTRACTOR agrees that no changes resulting in a decrease in the scope of services, units of service to be provided, or numbers of persons to be served or any change in unit cost will be made without prior written approval of TRRC as provided in the Paragraph titled Amendments, herein below.
- f) The SUBCONTRACTOR agrees to implement Fee-For-Service/Cost Sharing requirements for non-Medicaid Home and Community Based Services, as required by the Department of Human Services-Division of Aging policies. SUBCONTRACTOR agrees that revenue generated from fee-for-service/cost sharing will be used to expand the services for which such pays was given.
- g) The SUBCONTRACTOR agrees that recipients of services have the opportunity to voluntarily contribute toward Older Americans Act Services provided, which is called

Program Income. SUBCONTRACTOR agrees that any Program Income generated as a result of this contract activity shall be expended in compliance with the funding sources identified in this contract. SUBCONTRACTOR also agrees that any Program Income collected shall be expended monthly or at intervals such that state and local funds are not expended at an accelerated rate.

- h) The SUBCONTRACTOR assures that aging services will not be denied to any person because they cannot or will not contribute toward the cost of the service for Title III Services.
 - i) The SUBCONTRACTOR agrees to work with potential clients that want to pay privately for services.
 - j) The SUBCONTRACTOR agrees to have a policy on how to handle emergency situations, accidents and/or critical incidents.
 - k) The SUBCONTRACTOR agrees to have a policy on how to handle disasters.
 - l) The SUBCONTRACTOR agrees to have a procedure for investigating and resolving complaints made by clients, family or other caregivers, or interested persons.
 - m) The SUBCONTRACTOR agrees to have a written policy on for providing staff orientation and ongoing training for employees. Documentation on the types of trainings provided and attendees will be maintained by the SUBCONTRACTOR.
 - n) The SUBCONTRACTOR acknowledges that TRRC has developed a multi-year Area Plan on Aging which is updated annually (hereinafter referred to as the "Area Plan") for a comprehensive and coordinated system for the delivery of supportive and nutrition services to the elderly and/or disabled.
 - o) The SUBCONTRACTOR further acknowledges that said Area Plan defines the specific services to be provided to eligible persons residing within the TRRC Planning Area and that those services provided under this contract are a part of said Area Plan.
 - p) The SUBCONTRACTOR acknowledges that said Area Plan delineates a range of available services for the elderly and/or disabled and, therefore, the SUBCONTRACTOR agrees to coordinate and cooperate with all other TRRC contracted service providers to the fullest extent possible and in a manner satisfactory to TRRC.
 - q) Descriptions of supportive services and nutrition services included in this contract are listed in Attachment A, hereof, and shall be the basis for determining the SUBCONTRACTOR's performance of supportive services and nutrition services.
-
- r) The following special provisions shall apply to nutrition services:

- 1) The selection, relocation, and closing of nutrition sites shall have the prior written approval of TRRC. The sites approved in this contract as specified in "Provider Site Services List" in Attachment A.
- 2) The SUBCONTRACTOR shall not initiate the delivery of nutrition services under this contract at a site not approved by TRRC.
- 3) The SUBCONTRACTOR agrees to notify the AAA Gateway/ADRC of any openings in their HCBS programs. Once a referral is received by the SUBCONTRACTOR and a face-to-face assessment is conducted, they will notify the AAA Gateway/ADRC Staff within 30 days of their acceptance or denial of that person as a client.
- 4) The SUBCONTRACTOR agrees to provide congregate meals to an average of 20 participants per day.
- 5) The SUBCONTRACTOR agrees to serve hot or other appropriate meals at least once a day, for a minimum of 250 service days a year.
- 6) The number of meals specified in the contract standards sets forth the maximum number of meals to be served under this contract.
- 7) The SUBCONTRACTOR agrees to provide supportive services for their clients. Supportive services include: (a) access to services such as outreach, information/assistance; (b) recreational activities; (c) nutrition education; (d) nutrition screening/assessments; (e) nutrition counseling; and (g) health screening.
- 8) The SUBCONTRACTOR agrees that staff engaged in food storage, preparation and distribution will observe all applicable Department of Human Services Rules and Regulations and local health ordinances governing food safety.
- 9) The SUBCONTRACTOR agrees to attend monthly Site Manager Staff Meetings.
- 10) The SUBCONTRACTORS that cook on site are required attend all menu planning meetings and use approved TRRC menu daily.
- 11) The SUBCONTRACTOR agrees to attend the TRRC annual senior picnic.
- 12) The SUBCONTRACTOR agrees that TRRC functions takes precedence over local functions, such as staff training, meetings, and volunteer recognitions.
- 13) The SUBCONTRACTOR must have the TRRC logo printed on all publications and indicate that TRRC is a funding source for the programs.

13. **Termination of Services to Clients.** The SUBCONTRACTOR agrees, with respect to any individual who is a potential program participant or a potentially aggrieved program participant, to provide such individual with meaningful opportunity to be heard concerning his or her eligibility or continuing eligibility at a hearing. The SUBCONTRACTOR shall

have procedural requirements which, at a minimum, include all of the safeguards and elements of the model **Client Grievance/Complaint Procedure** on file at TRRC and available from TRRC upon written request.

14. **Reports.** The SUBCONTRACTOR shall furnish TRRC with monthly program performance reports, in such form as may be specified by TRRC, describing the work accomplished by the SUBCONTRACTOR. Such report(s) shall be furnished to TRRC within five days after the end of the period reported. All due dates in this contract shall be based on calendar days. If any such due date should occur on Saturday, Sunday or a TRRC holiday, the next TRRC workday shall be considered the due date.
15. **Rights in Documents, Materials and Data Produced.** The SUBCONTRACTOR agrees that all reports, studies, records, and other data prepared by or for it under the terms of this contract shall be the property of TRRC upon termination or completion of the work. TRRC shall have the right to use the same without restriction or limitation and without compensation to the SUBCONTRACTOR other than that provided for in this contract. For the purposes of this contract, "data" includes writings, sound recordings, photographs, films, videotapes or other graphic representations and works of a similar nature. No documents, material or data produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the SUBCONTRACTOR or its fourth party SUBCONTRACTORS. The SUBCONTRACTOR acknowledges that matters regarding the rights to inventions and materials generated by or arising out of this contract may be subject to certain regulations issued by the funding agencies. Information regarding the applicability of such regulations to a specific situation may be obtained by written request to TRRC.
16. **TRRC'S Right to Suspend Contract:** The TRRC reserves the right to suspend the contract/subgrant in whole or in part under this contract provision if it appears to the TRRC that the SUBCONTRACTOR is failing to substantially comply with the quality of service or the specified completion schedule of its duties required under this contract, and/or to require further proof of reimbursable expenses prior to payment thereof, and/or to require improvement, at the discretion of the TRRC, in the programmatic performance or service delivery and/or to comply with any order or directive of a state or federal agency or court or arbitrator(s) with jurisdiction, by law or by consent, over the TRRC.
17. **Cooperation in Transition of Services** The SUBCONTRACTOR agrees upon termination of this contract, in whole or in part, for any reason that the SUBCONTRACTOR will cooperate as requested by the TRRC to effectuate the smooth and reasonable transition of the care and services for consumers/customers/clients as directed by the TRRC. This will include but not be limited to the transfer of the consumer/customer/client records, personal belongings, and funds of all consumers/customers/clients as directed by the TRRC. SUBCONTRACTOR further agrees that should it go out of business and/or cease to operate, all original records of consumers/customers/clients served pursuant to this contract shall be transferred by the SUBCONTRACTOR to the TRRC immediately and shall become the property of the TRRC in addition to any other remedy afforded the TRRC hereunder or by law. Failure to cooperate in the transition of services will result in the SUBCONTRACTOR becoming an ineligible contractor/SUBCONTRACTOR for a period of three (3) years from the end of this contract period.

18. **Force Majeure.** Each party will be excused from performance under this contract to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this contract nor a basis for termination for cause. Nothing in this paragraph shall be deemed to relieve the SUBCONTRACTOR from its liability for work performed by any fourth party SUBCONTRACTORS. If the services to be provided to the TRRC are interrupted by a force majeure event, the TRRC will be entitled to an equitable adjustment to the fees and other payments due under this contract.
19. **Publicity.**
- A. SUBCONTRACTORS must ensure that any publicity given to the program or services provided herein identify the TRRC AAA and the State Department of Human Services as sponsoring agencies. Publicity materials include, but are not limited to, signs, notices, information pamphlets, press releases, brochures, radio or television announcements, or similar information prepared by or for the SUBCONTRACTOR. Prior approval for the materials must be received from the TRRC and DHS's managing programmatic division/office. All media and public information materials must also be approved by the State of Georgia's Commissioner's Office of Policy and Government Services, Office of Communications. In addition, the SUBCONTRACTOR shall not display the TRRC or DHS's name or logo in any manner, including, but not limited to, display on SUBCONTRACTOR's letterhead or physical plant, without the prior written authorization of the Executive Director of the TRRC and/or the Commissioner of DHS.
 - B. Notwithstanding subparagraph A above, if the SUBCONTRACTOR is a county board of health, the Commissioner's Office of Policy and Government Services must be notified prior to major publicity and/or media campaigns developed by or for the board-operated programs which identify DHS as a sponsoring agency. This is to enable the Commissioner's Office of Policy and Government Services to support the effort and to respond in a timely manner to inquiries to DHS that might result. In addition, the SUBCONTRACTOR shall not display DHS's name or logo in any manner, including, but not limited to, display on SUBCONTRACTOR's letterhead or physical plant, without the prior written authorization of the Commissioner of DHS.
20. **Inventions, Patents, Copyrights, Intangible Property and Publications.** The SUBCONTRACTOR agrees if patentable items, patent rights, processes, or inventions are produced in the course of work supported and funded by this contract, to report such facts in writing promptly and fully to the TRRC. The TRRC, the federal agency, and DHS shall determine whether protection of the invention or discovery shall be sought. The TRRC, the federal agency and DHS will also determine how the rights to the invention or discovery, including rights under any patent issued thereon, shall be allocated and administered in order to protect the public interest consistent with Government Patent Policy.

Copyrights. Except as otherwise provided in the terms and conditions of this contract, the author or the TRRC or DHS is free to copyright any books, publications, or other

copyrightable materials developed in the course of, or under this contract. Should any copyright materials be produced as a result of this contract, the TRRC, the federal agency and DHS shall reserve a royalty-free nonexclusive and irrevocable right to reproduce, modify, publish, or otherwise use and to authorize others to use the work for government, TRRC, and/or departmental purposes.

Publications: All publications, including pamphlets, art work, and reports shall be submitted to the TRRC on disk or electronically.

21. **Financial Management System.** SUBCONTRACTOR certifies that its financial management system currently complies and will continue to comply with all of the standards for financial management systems specified in 45 CFR 74, or 45 CFR 92, 41 CFR 29-70 as appropriate. In addition, the SUBCONTRACTOR agrees to accurately maintain its financial records for each cost center as specified in Attachment C in such form and utilizing such procedures as TRRC or the funding agencies may require. This includes, but it not limited to, the requirement that SUBCONTRACTOR financial records shall provide for (1) accurate, current, and complete disclosure of the financial results of each cost center; (2) records that identify adequately the source and application of funds by cost center for activities supported under this contract; and (3) time, attendance, and payroll distribution records to support salaries and wages paid to employees of the SUBCONTRACTOR.
22. **Employee's Rate of Compensation.** The rate of compensation for work performed under this program by a staff member or employee of the SUBCONTRACTOR shall not exceed the compensation of such person that is applicable to his or her other work activities for the SUBCONTRACTOR. Time and attendance and payroll distribution records shall support charges for salaries and wages of individual employees.
23. **Financial Reports.** In addition to other records required by this contract, the SUBCONTRACTOR agrees to provide to TRRC such additional financial reports in such form and frequency as TRRC may require in order to meet the TRRC's requirements for reporting to funding agencies.
24. **Audits.** SUBCONTRACTORS that expend \$750,000 or more in Federal funds during their fiscal year agree to have a single entity-wide **audit** conducted for that year in accordance with the provisions of the Single Audit Act Amendments of 1996 (Public Law 104-156) and their implementing regulation, 2 CFR 200 (Super Circular), "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" The audit reporting package shall include the documents listed in Policy 1244 of the DHS Directives Information System.

SUBCONTRACTORS expending \$100,000 or more in State funds during their fiscal year agree to have an entity-wide **audit conducted for that year** in accordance with Generally Accepted Auditing Standards issued by the American Institute of Certified Public Accountants. The audit reporting package shall include the documents listed in Policy 1244 of the DHS Directives Information System.

SUBCONTRACTORS expending at least \$25,000 but less than \$100,000 in State funds

during their fiscal year agree to prepare **unaudited entity-wide financial statements for that year. Assertions concerning** the basis of financial statement preparation must be made by the president or other corporate official as described in Policy 1244 of the DHS Directives Information System.

The SUBCONTRACTOR further agrees to submit the required audit or financial statement, within 180 days after the close of the SUBCONTRACTOR's fiscal year to:

*Three Rivers Regional Commission
LeeAnn Davis
Aging Fiscal Coordinator
P.O. Box 1600
Franklin, GA 30217*

Effective July 1, 2010, the THREE RIVERS REGIONAL COMMISSION's Council has established the following sanction for any violation of this contractual requirement:

If a Contractor fails to provide a final audit statement as required under the contract's terms, the TRRC will withhold any pending and/or future payments for services rendered until such time that the final audit is submitted and verified. If a pattern of such failures materializes, the Contractor will become ineligible to receive TRRC contracts for a period of 12 months. Recognizing that some situations might arise that are above and beyond the Contractor's control, the TRRC may extend the date of receipt of the final audit for a thirty (30) day period upon request and verifiable documentation related to the reason for the extension. Extensions past the thirty (30) day period may be requested, but any such request must be presented in person before the TRRC's Council with the Contractor's auditor present.

Reinstatement of payments to SUBCONTRACTORS who have been sanctioned as denoted above must be approved by the TRRC's Council at the next regularly scheduled meeting of the Council.

25. **Interest of SUBCONTRACTOR**. The SUBCONTRACTOR covenants that neither the SUBCONTRACTOR, nor anyone controlled by the SUBCONTRACTOR, controlling the SUBCONTRACTOR, or under common control with the SUBCONTRACTOR, nor its agents, employees or fourth party SUBCONTRACTORS, presently has an interest, nor shall acquire an interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the SUBCONTRACTOR's service hereunder in an impartial and unbiased manner. The SUBCONTRACTOR further covenants that in the performance of this contract no person having any such interest shall be employed by the SUBCONTRACTOR as an agent, fourth party SUBCONTRACTORS or otherwise. If the SUBCONTRACTOR contemplates taking some action which may constitute a violation of this paragraph, and SUBCONTRACTOR shall request in writing the advice of TRRC, and if TRRC notifies the SUBCONTRACTOR in writing that the SUBCONTRACTOR's contemplated action will not constitute a violation hereof, then the SUBCONTRACTOR shall be authorized to take such action without being in violation of this paragraph.

26. **Interest of Members of TRRC and Others.** No officer, member or employee of TRRC, and no public official of any local government which is affected in any way by the program, who exercises any function or responsibilities in the review or approval of the program or any component part thereof, shall participate in any decision relating to this contract which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she is directly, or indirectly, interested; nor shall any such officer, member or employee of TRRC, or public official of any local government affected by the program, have an interest, direct, in this contract or the proceeds arising therefrom.
27. **Officials Not to Benefit.** No member or delegate to the (1) Legislature of the State of Georgia, elected or appointed State of Georgia official, or employee of the State of Georgia Department of Human Services (and Division of Aging Service) and (2) Congress of the United States of America, resident commissioner or employee of the United States Government, shall participate or influence any decision relating to the award or administration of this contract which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly, or indirectly, has any involvement.
28. **Restrictions on Hiring of TRRC Employees.** The SUBCONTRACTOR and any associated fourth party SUBCONTRACTORS shall not hire, retain, or engage in any paid or unpaid capacity (employee, consultant, or advisor) an employee (full-time, part-time, or consultant) of the TRRC within a twelve (12) month period after the termination date of this contract. Further, any former TRRC employee who is hired, retained, or engaged having met the above 12 month restriction may not be directly involved with the management and performance of this contract without the express written approval of the TRRC Executive Director. SUBCONTRACTOR violation of this restriction shall be grounds for contract termination.
29. **Project Administration.**
- (a) The SUBCONTRACTOR agrees that the SUBCONTRACTOR executor is responsible for ensuring that all terms and conditions of the contract are fully met to TRRC's satisfaction.
 - (b) The SUBCONTRACTOR agrees that all persons who administer the funds associated with this contract on behalf of the SUBCONTRACTOR will be responsible to the SUBCONTRACTOR executor.
 - (c) The SUBCONTRACTOR agrees that the SUBCONTRACTOR executor and all persons who administer the funds associated with this contract on behalf of the SUBCONTRACTOR will be bonded in an amount equal to at least ten percent of the total amount specified in Attachment "A" of the contract or \$25,000, whichever is less, if receiving an advance of funds. The SUBCONTRACTOR shall transmit written documentation of such bonding to TRRC, in form satisfactory to TRRC, prior to receipt of any funds from TRRC. For bonds that expire before the completion date of this contract, proof of renewal of such bond shall be provided to TRRC, within 20 days after renewal.

- (d) The SUBCONTRACTOR agrees to administer the program in a manner satisfactory to TRRC and in accordance with relevant procedures, as determined by TRRC and the funding agencies (e.g., 29 CFR 1321 or 45 CFR 202 as appropriate).
- (e) The SUBCONTRACTOR shall at all times maintain during the term of this agreement policies of insurance (including, where applicable, Worker's Compensation coverage) covering any property acquired with funds made available by this agreement, as well as public liability insurance with generally recognized, responsible insurance companies authorized to do business in the state of Georgia, each of which are also qualified and authorized to assume the risks undertaken. Such insurance shall be in such amounts as a responsible and prudent company or organization would require under similar circumstances. Such insurance shall cover the SUBCONTRACTOR and its above, described property, as well as its employees, agents and volunteers.

30. **Subcontracts.** Work or services to be performed under this (third party) contract by the SUBCONTRACTOR may be subcontracted (fourth party) under the following conditions:

- (a) The SUBCONTRACTOR agrees that the selection of fourth party SUBCONTRACTORS requires competition between potential fourth party SUBCONTRACTORS pursuant to 45 CFR 74 or adequate justification for sole source selection.
- (b) All such subcontracts shall bind the fourth party SUBCONTRACTOR to applicable terms and conditions of this (third party) contract between TRRC and the SUBCONTRACTOR.
- (c) Any fourth party contract in excess of \$10,000 total value shall have written TRRC approval prior to execution. TRRC approval shall not be unreasonably withheld.
- (d) A copy of all fourth party contracts shall be on file at the SUBCONTRACTOR's office and available for review by TRRC monitors upon request.
- (e) The SUBCONTRACTOR will be responsible for the performance of any fourth party SUBCONTRACTORS to whom any duties are delegated under any provision of this contract.
- (f) The SUBCONTRACTOR agrees to reimburse the TRRC for any federal or state audit disallowances arising from a fourth party SUBCONTRACTOR's performance or non-performance of duties under this contract which are delegated to the fourth party SUBCONTRACTORS.
- (g) If the SUBCONTRACTOR subcontracts for the provision of any deliverables pursuant to this contract, the SUBCONTRACTOR agrees to include the following in each subcontract:

1. Stipulations that the fourth party SUBCONTRACTORS is required to adhere to each provision of this contract related to the quality and quantity of deliverables, compliance with state and federal laws and regulations, confidentiality, auditing, access to records and contract administration.
 2. A clear statement of the service or product being acquired through said subcontract with detailed description of cost including properly completed Division of Aging Services Unit Cost Methodology documentation, as appropriate.
- (h) The SUBCONTRACTOR shall promptly pursue, at its own expense, appropriate legal and equitable remedies against any fourth party SUBCONTRACTORS who fails to adhere to the contract requirements. The SUBCONTRACTOR's failure to proceed against a fourth party SUBCONTRACTORS will constitute a separate breach by the SUBCONTRACTOR in which case the TRRC may pursue appropriate remedies as a result of such breach.

Failure by the SUBCONTRACTOR to comply with the provisions of this paragraph in a timely manner as determined by TRRC, may at TRRC's discretion result in disallowance or delay in payment under the Paragraph titled "**Method of Payment**" or in termination pursuant to the Paragraph titled "**Termination**" below.

31. **Assignability.** The SUBCONTRACTOR shall only assign, sublet or transfer all or any portion of its interest in this agreement with the prior written approval of TRRC.
32. **Amendments.** The TRRC may require changes in this contract from time-to-time. Such changes, including any increase or decrease in the amount of the SUBCONTRACTOR's compensation shall be incorporated in written amendments to this contract. Only the TRRC's Executive Director may execute amendments to this contract on behalf of the TRRC.
33. **Disputes and Appeals.** The TRRC Executive Director shall decide any questions arising under this contract. Such questions must be submitted to the TRRC's Executive Director in writing via certified mail, return-receipt requested. The TRRC's Executive Director shall reduce such decision concerning the question to writing and mail or otherwise furnish a copy thereof to the SUBCONTRACTOR within ten (10) business days after receipt of the question. The SUBCONTRACTOR agrees that the decision of TRRC's Executive Director shall be final and conclusive unless, within ten (10) days of receipt of such copy, the SUBCONTRACTOR mails or otherwise furnishes a written request for appeal concerning the question of fact to TRRC's Council, who shall arrange a formal hearing within thirty (30) business days after receipt of the appeal request. All such requests must be mailed via certified mail, return-receipt requested to the attention of the TRRC's Council at P.O. Box 1600, Franklin, GA 30217. Both the SUBCONTRACTOR and TRRC's Executive Director shall have the right to present witnesses and give evidence concerning the question of fact at such time. Within thirty-two (32) days after the hearing, the TRRC's Council shall render its decision concerning the question of fact in writing to the SUBCONTRACTOR and to TRRC's Executive Director.

Pending final decision of an appeal to the TRRC's Council, the SUBCONTRACTOR shall proceed diligently with the performance of the contract and in accordance with TRRC's Council's decision.

The SUBCONTRACTOR agrees that the decision of the TRRC's Council concerning the question shall be final and conclusive unless determined otherwise by the funding agencies, or the Comptroller General of the United States. In the event the funding agencies provide input, the TRRC's Council will reconsider its decision at the next regularly scheduled meeting of the TRRC Council. Any decision made based on the information provided from the funding agencies (the reconsideration action) shall be final and conclusive.

34. **Assurances.** The SUBCONTRACTOR hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements, including the Executive Order 12372, 45 CFR 74, 45 CFR 92, and U.S. Office of Management and Budget Circular (as currently amended) Nos. A-87, A-102, A-110, A-122, and A-133 (including compliance supplement), as appropriate, as they relate to the application, acceptance, use and audit of Federal funds for this federally assisted program. Also, the SUBCONTRACTOR gives assurance and certifies with respect to this purchase of service contract that:

(a) For all purchase of service contracts:

- (1) It possesses legal authority to apply for this purchase of service contract, and, if appropriate, to finance and construct any proposed facilities; and, a resolution, motion or similar action has been duly adopted or passed as an official act of the SUBCONTRACTOR's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the SUBCONTRACTOR to act in connection with the application and to provide such additional information as may be required, and, upon TRRC's approval of its application, that the person identified as the official representative of the SUBCONTRACTOR is authorized to execute a purchase of service agreement contract incorporating the terms of its application.
- (2) It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352 and 42USC 2000d) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of age, disability, religion, creed or belief, political affiliation, sex, sexual orientation, race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. It will further comply with Title VI provisions prohibiting employment discrimination where the primary purpose of a grant is to provide employment. It will not discriminate against any qualified employee, applicant for employment or service fourth party SUBCONTRACTORS, or client because of age, disability, religion, creed or belief, political affiliation, race, color, sex, sexual orientation, or national origin. The SUBCONTRACTOR shall take affirmative action to ensure that

qualified applicants are employed and qualified fourth party SUBCONTRACTORS are selected, and that qualified employees are treated during employment, without regard to their age, disability, religion, creed or belief, political affiliation, race, color, sex, sexual orientation, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship, and participation in recreational and educational activities. If the SUBCONTRACTOR has fifty or more employees (regardless of the funding sources) and if the total compensation and reimbursement to be paid to the SUBCONTRACTOR as specified in Attachment "A" of the contract is fifty thousand dollars (\$50,000) or more, the SUBCONTRACTOR certifies that: (A) It has developed a written Affirmative Action Program (AAP), which and (b) it presently has such a plan in effect and such plan will remain in effect at least until the program completion date of this contract. The SUBCONTRACTOR agrees to post in a conspicuous place available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

The SUBCONTRACTOR shall in all solicitations or advertisements for fourth party SUBCONTRACTORS or employees placed by or on behalf of the SUBCONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to age, disability, religion, creed or belief, political affiliation, race, color, sex or national origin. The SUBCONTRACTOR shall not discriminate against any qualified client or recipient of services provided through this contract on the basis of age, disability, religion, creed or belief, political affiliation, race, color, sex or national origin. The SUBCONTRACTOR shall cause the foregoing provisions to be included in all subcontracts for any work covered by this contract so that such provisions will be binding upon each fourth party SUBCONTRACTORS, provided that the foregoing provisions shall not apply to subcontracts for less than ten thousand dollars (\$10,000).

The SUBCONTRACTOR shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as TRRC or the funding agencies may require.

The SUBCONTRACTOR agrees to comply with such rules, regulations or guidelines as TRRC or the funding agencies may issue to implement the requirements of this paragraph.

- (3) It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

- (4) It will comply with the applicable provisions of the Hatch Act, which limits the political activity of employees.
- (5) It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- (6) It will cooperate with TRRC in assisting the funding agencies in compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting, through TRRC, with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 3 CFR Part 800.8) by the activity, and subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying, through TRRC, the funding agencies of the existence of any such properties, and by (b) complying with all requirements established by TRRC or the funding agencies to avoid or mitigate adverse effects upon such properties.
- (7) It understands that the phrase "Federal financial assistance" is included any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
- (8) It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities when such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
- (9) The SUBCONTRACTOR agrees to abide by all State and Federal laws, rules and regulations and DHS and Division of Aging Services policy or procedure on respecting confidentiality of an individual's records. The SUBCONTRACTOR further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual employee, client or responsible parent or guardian.
- (11) The SUBCONTRACTOR agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations.

35. **Property Management Standards.** The SUBCONTRACTOR agrees:

- A. That all non-expendable personal property purchased, in total or in part, with funds received from the TRRC during the term of this contract and all previous contracts is property of the TRRC and is subject to the rules and regulations of the TRRC throughout the life and disposition of said property. Said property

cannot be transferred or otherwise disposed of without prior written approval of the TRRC.

- B. To adhere to all policies and procedures as promulgated in the State of Georgia's Department of Human Services Administrative Policy and Procedures Manual, Part IX, the Property Management Manual, and, if applicable, the Vehicle Management Manual, which are by reference made a part of this contract.

SUBCONTRACTOR understands that the requirements for inventory of property (at least every two years) and a control system to safeguard against loss, damage or theft as contained in the property manual shall be followed.

- C. That property records shall be maintained accurately and reported on Form #5111, Detailed Equipment Listing, within 30 days after acquisition of such property, to the TRRC as indicated below:

Three Rivers Regional Commission
Ramona Browning
P.O. Box 1600
Franklin, GA 30217

- D. In the event the Contract is terminated prior to expiration or is not renewed, SUBCONTRACTOR agrees to properly dispose of all TRRC property as follows:

1. Prepare Form 5086, Equipment Status Change form listing all TRRC equipment in the SUBCONTRACTOR's possession and send this form to the TRRC for final disposal determination.
2. Upon notification by the TRRC, SUBCONTRACTOR agrees to transport the TRRC's property to the TRRC's designated facility. Expenses incurred by the SUBCONTRACTOR in transporting this equipment may be charged to the terminated contract.

36. **Federal Prohibitions and Requirements Related to Lobbying:** Pursuant to Section 1352 of Public Law 101-221, the SUBCONTRACTOR agrees that:

- (a) No Federally appropriated funds have been paid or will be paid, by or on behalf of the SUBCONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with

the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (b) As a condition of receipt of any Federal contract, grant, loan, or cooperative agreement exceeding \$100,000, the SUBCONTRACTOR shall file with TRRC a signed "Certification Regarding Lobbying."
- (c) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the SUBCONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.
- (d) A disclosure form will be filed at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the SUBCONTRACTOR under subparagraphs (B) or (C) of this paragraph. An event that materially affects the accuracy of the information reported includes:
 - (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
 - (3) A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered Federal action.

Any SUBCONTRACTOR who makes a prohibited expenditure or who fails to file or amend the disclosure form, as required, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

An imposition of a civil penalty under this action does not prevent the United States from seeking any other remedy that may apply to the same conduct that is the basis for the imposition of such civil penalty.

The SUBCONTRACTOR shall require that the prohibitions and requirements of this paragraph included in the award documents for all subawards at all tiers (including subcontracts, purchase of service agreements, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

37. **Debarment.** In accordance with Executive Order 12549, Debarment and Suspension, and implemented at 45 CFR Part 76, 100-510, the SUBCONTRACTOR shall certify that neither

it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency. The SUBCONTRACTOR further agrees that it will include the requirement for the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier transactions and in all solicitations for lower tier covered transactions.

38. **Compliance with Requirements of the Georgia Department of Human Services (DHS).**

The SUBCONTRACTOR shall be bound by the applicable terms and conditions of the contract between TRRC and DHS, which is on file in the offices of TRRC and is hereby made a part of this contract as fully as if the same were attached hereto. If any of the terms and conditions of this agreement conflict with any terms and conditions of the purchase of service contract, the SUBCONTRACTOR agrees to abide by the terms and conditions of the contract, which shall be controlling unless prior written consent to the contrary is received from TRRC.

39. **Documentation of Rent Costs.** All SUBCONTRACTOR budgeted rent line items or maintenance in lieu of rent line items on privately owned buildings must be supported by three (3) separate Statements of Comparable Rent, DHS Form #5465 (copies available from DHS).

Public facility maintenance in lieu of rent budgeted by the SUBCONTRACTOR will be supported by a Local Statement of Service and Maintenance Cost in Lieu of Rent in Public Buildings, DHS Form #5464, and by three separate Statements of Comparable Rent, DHS Form #5465 (copies available from DHS). Rent per se is not applicable for publicly owned facilities/buildings unless newly occupied on or after October 1, 1980, in accordance with 2 CFR 200 (Super Circular).

40. **Criminal Records Investigation:**

The SUBCONTRACTOR agrees that, for the filling of positions or classes of positions having direct care/treatment custodial responsibilities for services rendered under this contract, applicants selected for such positions shall undergo a criminal record history investigation that shall include a fingerprint record check pursuant to the provisions of Code Section 49-2-14 of the Official Code of Georgia Annotated, (O.C.G.A.).

The provisions of this paragraph of the contract shall not apply to persons employed in day-care centers, group day-care homes, family day-care homes, or child-caring institutions which are required to be licensed or registered by DHS or to personal care homes required to be licensed, permitted, or registered by DHS.

41. **Other Requirements.** In addition to other requirements of this contract, the SUBCONTRACTOR agrees to comply with, and shall be bound by, the applicable terms and conditions of all State and Federal laws or regulations governing and defining resources, project administration, allowable costs and associated procurement standards including but not limited to 41 CFR 29-70, 45 CRR 74, or 45 CFR 92, as appropriate.

The SUBCONTRACTOR agrees that, if costs incurred by the SUBCONTRACTOR are not in conformity with the above requirements and are subsequently disallowed as a result of an audit pursuant to the Paragraph titled "**Audits**" above or by TRRC, Georgia Department of Human Services, U.S. Department of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, then, upon written demand by TRRC, the SUBCONTRACTOR shall reimburse TRRC in full for any payment made by TRRC to the SUBCONTRACTOR for such disallowed costs within thirty days of receipt of such written demand.

42. **State of Georgia Ethics Code Violations.** The SUBCONTRACTOR understands that the State of Georgia's Department of Human Services' Division of Aging Services (DHS) is the primary source of funds for this subgrant agreement. Under Subsection 93.11 (§93.11) of the Division of Aging Services' *Compliance with Contractor Responsibilities, Rewards and Sanctions* publication, entitled Ethics Code Violations, all contractors, including the Area Agency on Aging and their sub-contractors are expected to abide by the Code of Ethics for Government Service (See Appendix 93-B of the above-referenced publication for a copy of the current Code of Ethics). Accordingly, any violations of the Ethics Code requirements will be investigated by DHS and referred by DHS to the appropriate law enforcement agency. Ethics violations may result in criminal prosecution and may be pursued based on the provisions pertinent laws and regulations. When conducting such investigations, DHS will inform the contractor of the exact nature of the complaint and may require the contractor to conduct its own internal investigation. DHS will document its investigation's findings and conclusions and inform the contractor and the complainant of the results. If an investigation indicates there is a substantiated situation in which there is a question of ethics code violations, DHS will require the contractor to take corrective action and/or refer the complaint to appropriate law enforcement agencies.

43. **Termination.**

- A. **Due to non-availability of funds.** Notwithstanding any other provision of this contract, in the event that any of the funding sources of for payments to the TRRC for services under this contract no longer exist, or in the event the sum of all obligations of the Center incurred under this and all other contracts entered into for this program exceeds the balance of such contract sources, then this contract shall immediately terminate without further obligation of the TRRC as of that moment. The certification by the Commissioner of the Department of Human Services of the occurrence of either of the events stated above shall be conclusive.
- B. **Due to default or for cause.** This contract may be terminated for cause, in whole or in part, at any time by the TRRC for failure of the SUBCONTRACTOR to perform any of the provisions hereof. Should the TRRC exercise its right to terminate this contract under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The SUBCONTRACTOR will be required to submit the final contract expenditure report not later than 45 days after the effective date of written notice of termination. Upon termination of this contract, the SUBCONTRACTOR shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this

contract.

- C. **For Convenience of the SUBCONTRACTOR.** This contract may be cancelled or terminated by the SUBCONTRACTOR without cause; however, the

SUBCONTRACTOR must give written notice of its intention to do so to the TRRC at least ninety (90) days prior to the effective date of cancellation or termination.

- D. **For Convenience of TRRC.** This contract may be cancelled or terminated by the TRRC without cause; however, the TRRC must give written notice of its intention to do

so to the SUBCONTRACTOR at least thirty (30) days prior to the effective date of cancellation or termination.

- E. Notwithstanding any other provision of this paragraph, this contract may be immediately terminated without any opportunity to cure, if any of the following events occurs:

1. SUBCONTRACTOR becomes insolvent or liquidation or dissolution or a sale of the SUBCONTRACTOR's assets begins.
2. SUBCONTRACTOR or any of its SUBCONTRACTORS violates or fails to comply with any applicable provision of federal or state law or regulation.
3. SUBCONTRACTOR or any of its SUBCONTRACTORS knowingly provides fraudulent, misleading or misrepresentative information to any consumer/customer/client of the TRRC or the Department of Human Services or to the TRRC or DHS' representatives.
4. SUBCONTRACTOR has exhibited an inability to meet its financial or services obligations.
5. A voluntary or involuntary bankruptcy petition is filed by or against the SUBCONTRACTOR under the U.S. Bankruptcy Code or any similar petition under any state insolvency law.
6. An assignment is made by the SUBCONTRACTOR for the benefit of creditors.
7. A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the SUBCONTRACTOR.
8. The TRRC deems that such termination is necessary if the SUBCONTRACTOR or any fourth party SUBCONTRACTORS fails to protect or potentially threatens the health or safety of any consumer/customer/client and/or to prevent or protect against fraud or otherwise protect the TRRC or the State of Georgia's personnel, consumers/customers/clients, facilities, or services.
9. A court with competent jurisdiction, or an arbitrator(s) conducting an arbitration involving the TRRC by consent, issues an order or decision that causes or determines

the contract to be rendered voidable or null and void and/or prohibits the TRRC from contracting with the SUBCONTRACTOR, or otherwise invalidates the procurement process and/or the contractual relationship with the SUBCONTRACTOR.

10. SUBCONTRACTOR is debarred or suspended from performing services on any public contracts and/or subject to exclusion from participation in the Medicaid or Medicare programs.
44. **SUBCONTRACTOR/Fourth-Party License Requirements.** The SUBCONTRACTOR agrees to maintain any required city, county and state business licenses and any other special licenses required, prior to and during the performance of this contract. The SUBCONTRACTOR is responsible to ensure that fourth party (sub-SUBCONTRACTORS) contractors are appropriately licensed. The SUBCONTRACTOR agrees that if it loses or has sanctioned any license, certification or accreditation required by this Contract or state and federal laws, that this contract may be terminated immediately in whole or in part.
45. **AIDS Policy.** SUBCONTRACTOR agrees, as a condition to provision of services to the TRRC's and/or DHS's consumers/customers/clients/patients, not to discriminate against any consumer/customer/client/patient who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The SUBCONTRACTOR is encouraged to provide or cause to be provided appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from the appropriate division or office of DHS, as the SUBCONTRACTOR deems necessary. The SUBCONTRACTOR further agrees to refer those consumers/customers/clients/patients requesting additional AIDS related services or information to the appropriate county health department.

Notwithstanding subparagraph A above, if the SUBCONTRACTOR is a county board of health it agrees to comply with the Joint Advisory Notice, entitled "Protection Against Occupational Exposure to Hepatitis B Virus (HBV) and Human Immunodeficiency Virus (HIV)," dated October 30, 1987. from the Department of Labor/Department of Health and Human Services and which has been made available to the board. The board further agrees that in the implementation of the DHS's programs it will follow those standard operation procedures developed and identified by the appropriate program division of DHS as applicable to the specific programs and as provided to the board by the program division.

SUBCONTRACTOR agrees, as a condition to provision of services to the TRRC's and/or DHS's consumers/customers/clients/patients, not to discriminate against any consumer/customer/client/patient who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The SUBCONTRACTOR is encouraged to provide or cause to be provided appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from the appropriate division or office of DHS, as the SUBCONTRACTOR deems necessary. The SUBCONTRACTOR further agrees to refer those consumers/customers/clients/patients requesting additional AIDS related services or information to the appropriate county health department.

Notwithstanding subparagraph A above, if the SUBCONTRACTOR is a county board of health it agrees to comply with the Joint Advisory Notice, entitled "Protection Against Occupational Exposure to Hepatitis B Virus (HBV) and Human Immunodeficiency Virus (HIV)," dated October 30, 1987. from the Department of Labor/Department of Health and Human Services and which has been made available to the board. The board further agrees that in the implementation of the DHS's programs it will follow those standard operation procedures developed and identified by the appropriate program division of DHS as applicable to the specific programs and as provided to the board by the program division.

IV),” dated October 30, 1987 from the Department of Labor/Department of Health and Human Services and which has been made available to the board. The board further agrees that in the implementation of DHS’s programs it will follow those standard operation procedures developed and identified by the appropriate program division of DHS as applicable to the specific programs and as provided to the board by the program division.

46. **Indemnification of TRRC.** SUBCONTRACTOR hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the State of Georgia (including the State Tort Claims Trust Fund), DHS, DOAS, and the THREE RIVERS REGIONAL COMMISSION AREA AGENCY ON AGING, their officers and employees (collectively “indemnities”) of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage for bodily injury (including but not limited to death), personal injury, property damage, or contract rights, attorneys’ fees caused by, growing out of, or otherwise happening in connection with this Contract, due to any act or omission on the part of SUBCONTRACTOR, its agents, employees, fourth party SUBCONTRACTORS, or others working at the direction of SUBCONTRACTOR or on SUBCONTRACTOR’s behalf: or due to any breach of this Contract by SUBCONTRACTOR; (collectively, the “Indemnity Claims”).

This indemnification extends to the successors and assigns of the SUBCONTRACTOR, and this indemnification and release survives the termination of this Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the SUBCONTRACTOR.

If and to the extent such damage or loss as covered by this indemnification is covered by the State Tort Claims Fund or any other self-insurance funds maintained by the Department of Administrative Services (collectively, the “funds”), the SUBCONTRACTOR agrees to reimburse the Funds for such funds paid out by the Funds. To the full extent permitted by the Constitution and the laws of the State of Georgia and the terms of the Funds, the SUBCONTRACTOR and its insurers waive any right of subrogation against the State of Georgia, the Indemnities, and the Funds and insurers participating thereunder, to the full extent of this indemnification.

SUBCONTRACTOR shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnities. No settlement or compromise of any claim, loss or damage asserted against Indemnities shall be binding upon Indemnities unless expressly approved by the Indemnities.

47. **Conformance of Agreement with the Law.** It is the intent and understanding of the parties to this Agreement that each and every provision of law required to be inserted in this Agreement shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if through mistakes or otherwise, any such provision is not inserted in correct form, then this Agreement shall upon application of either party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party. If this Agreement contains any unlawful provisions, not an essential part of the Agreement and which appears not to have been a controlling or material inducement to the making hereof, the same shall be deemed of no effect, and shall upon the application of either party be stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision. The parties

agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

48. **Enforcement.** This Agreement shall be governed and construed in accordance with the laws of the State of Georgia. In any action or proceeding arising under this Agreement, the Superior Court of Heard County, Georgia shall have and may exercise exclusive personal jurisdiction over all parties hereto, and in any such action or proceeding in said venue shall be proper. In any such action or proceeding, service of process upon any party may be perfected, in addition to any other manner provided by applicable law, by personal delivery or by mail, with an appropriate return of service being made in writing and filed with said Court.

IN WITNESS WHEREOF, the SUBCONTRACTOR and the TRRC have executed this contract as of the day first above written.

ATTEST:

City of Villa Rica

Address for Official Notices:

571 West Bankhead Highway
Villa Rica, GA 30180

By: _____

Title

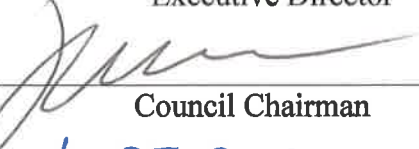
DATE _____

ATTEST:

Three Rivers Regional Commission
Area Agency on Aging
P.O. Box 1600
Franklin, GA 30217

 _____

By:  _____
Executive Director

By:  _____
Council Chairman

DATE 6-27-2019 _____

ATTACHMENT A

CONTAINS THE FOLLOWING REPORTS:

1. DIVISION OF AGING SERVICES TAXONOMY OF SERVICES DEFINITIONS
2. SCOPE OF SERVICES

DIVISION OF AGING SERVICES

Taxonomy of Service Definitions

HCBS Services

PROGRAM/ CATEGORY	Service Name	Unit of Measure	Individual, Group, Staff Activity	Method of Reimburse- ment (Waiver Requests as	Definition
HCBS NUTRITION/ WELLNESS	Congregate Meals	1 Meal	Individual	Unit Cost	"A meal provided to a qualified individual in a congregate or group setting. The meal as served meets all of the requirements of the Older Americans Act and State/Local laws." (NAPIS_5_2010)
HCBS NUTRITION/ WELLNESS	Exercise/ Physical Fitness	1 Session	Individual	Line Item	Provision of activities which promote health, wellness, mobility, and flexibility, including specialized exercises/workouts for persons with disabilities or mobility limitations. (DAS)
HCBS NUTRITION/ WELLNESS	Health Promotion and Disease Prevention - Group	1 Session	Individual Staff Activity Logs document Group Services including Lifestyle Management, Nutrition Education, Physical Activity, & Public Awareness/ Prevention	Line Item	The provision of program activities promoting wellness, nutrition, and physical activity, disease prevention and risk management, healthy lifestyle and safety in a group setting. Staff activities will include: <u>Lifestyle Management</u> - The provision of activities and/or education sessions to promote overall health and improve quality of life <u>Nutrition Education</u> - The provision of information about foods and nutrients, diets, lifestyle factors, community nutrition resources and services to people to improve nutrition status. <u>Physical Activity</u> - The provision of a variety of leisure time, fun activities to improve balance, strength and flexibility. <u>Program Awareness/Prevention</u> - The provision of activities and/or education sessions related to <u>medications management group sessions</u> ; prevention of flu; pneumonia; preventing chronic disease and managing risk associated with chronic diseases. (DAS)
HCBS NUTRITION/ WELLNESS	Home Delivered Meals	1 Meal	Individual	Unit Cost	"A meal provided to a qualified individual in his/her place of residence. The meal is served in a program administered by SUAs and/or AAAs and meets all of the requirements of the Older Americans Act and State/Local laws." (NAPIS_5_2010) May include assistive technology for dining. (DAS)
HCBS NUTRITION/ WELLNESS	Medications Management	1 Contact	Individual	Unit Cost	Provision of one-on-one screening to prevent incorrect medication use and adverse drug reactions. <i>Provision of assistive technology to support proper medication use.</i> (DAS)

SCOPE OF SERVICES

SUBCONTRACTOR will administer all programs in accordance with the Georgia Department of Human Services Division of Aging Services Policies and Procedures Manuals.

SUBCONTRACTOR will use the On-line Directives Information System (ODIS) to stay informed on the current DHS policies and procedures. The system can be accessed anytime at www.odis.dhr.state.ga.us. The manuals may periodically be amended by the Georgia Department of Human Services Division of Aging Services.

ATTACHMENT B

CONTAINS THE FOLLOWING REPORTS:

1. STATEMENT OF SERVICE
2. AREA PLAN-PROVIDER SERVICE DETAIL REPORT
3. AREA PLAN-UNIT COST REIMBURSED BUDGET FORM
4. EVIDENCE BASED PROGRAM ADDENDUM
5. COST SHARING POLICY

STATEMENT OF SERVICE

The SUBCONTRACTOR will provide funded authorized services by authorized fund source as detailed in the attached DHS-Division of Aging Services Area Plan-Provider Service Detail Report and DHS-Division of Aging Services Area Plan-Summary of all Revenue by Provider Report.



Area Plan Budget Provider Service Detail

Three Rivers Region AAA

FY: 2020
Start Date: 07/01/2019
End Date: 06/30/2020
Status: Submitted
Version: 1

State Primary Contact: JESSICA HARRIS
Agency Primary Contact: JOY SHIRLEY
State Fiscal Contact: Vickie Young
Agency Fiscal Contact: LeeAnn Davis
Active Version?: No

Provider by Program, Service and Funding Source

Villa Rica Senior Center

HCBS - Nutrition Services

Home Delivered Meals

Funding Source	Start Date	End Date	Budget Revenue	% of Service	# of Est. Person	Unit Cost	# of Units	Units x Cost	Average Cost per Client	Average Cost per Unit
NSIP - SSBG	07/01/2019	06/30/2020	\$ 4,730.40	5.40%	8.00	\$ 4.32	1,095.00	\$ 4,730.40	\$ 591.30	\$ 4.32
NSIP - ACL (Line Item)	07/01/2019	06/30/2020	\$ 12,789.00	14.60%						\$ 0.00
NSIP - State (Unit Cost)	07/01/2019	06/30/2020	\$ 20,126.88	22.98%	15.00	\$ 4.32	4,659.00	\$ 20,126.88	\$ 1,341.79	\$ 4.32
OAA Title III C2 - Home	07/01/2019	06/30/2020	\$ 14,411.52	16.46%	20.00	\$ 4.32	3,336.00	\$ 14,411.52	\$ 720.58	\$ 4.32
Other (Line Item)	07/01/2019	06/30/2020	\$ 17,115.00	19.54%						\$ 0.00
Other (Unit Cost)	07/01/2019	06/30/2020	\$ 18,403.20	21.01%	15.00	\$ 4.32	4,260.00	\$ 18,403.20	\$ 1,226.88	\$ 4.32
Service Subtotal	07/01/2019	06/30/2020	\$ 87,576.00		58.00	\$ 4.32	13,350.00	\$ 57,672.00	\$ 3,880.55	\$ 17.28
Program Subtotal			\$ 87,576.00		58.00		13,350.00	\$ 57,672.00	\$ 3,880.55	\$ 17.28



h a r m o n y

Area Plan Budget Provider Service Detail

HCBS - Senior Centers

Congregate Meals

Funding Source	Start Date	End Date	Budget Revenue	% of Service	# of Est. Person	Unit Cost	# of Units	Units x Cost	Average Cost per Client	Average Cost per Unit
NSIP - ACL (Line Item)	07/01/2019	06/30/2020	\$ 15,588.00	12.36%						\$ 0.00
OAA Title III C1 -			\$ 34,194.30	27.12%						\$ 7.98
Other (Line Item)	07/01/2019	06/30/2020	\$ 21,463.20	17.02%	45.00	\$ 7.98	4,285.00	\$ 34,194.30	\$ 759.87	\$ 0.00
Other (Unit Cost)	07/01/2019	06/30/2020	\$ 54,862.50	43.50%						\$ 7.98
Service Subtotal	07/01/2019	06/30/2020	\$ 126,108.00		60.00	\$ 7.98	6,875.00	\$ 54,862.50	\$ 914.38	\$ 7.98
					105.00		11,160.00	\$ 89,056.80	\$ 1,674.25	\$ 15.96
Program Subtotal			\$ 126,108.00		105.00		11,160.00	\$ 89,056.80	\$ 1,674.25	\$ 15.96
Villa Rica Senior Center			\$ 213,684.00		163.00		24,510.00	\$ 146,728.80	\$ 5,554.80	\$ 33.24

Budget

AREA PLAN DEVELOPMENT
UNIT COST REIMBURSED BUDGET FORM

														State Fiscal Year 2020	
Provider: City of Villa Rica Senior Center Services															
Line Item-Raw Food Costs															
Line Item-Raw Food Costs															
Cash Costs Section															
SERVICE	CM	CM	CM	HDM	HDM	HDM	HDM	HDM	HDM	HDM	HDM	HDM	HDM	TOTAL	
REVENUE	C1	ACL-NSIP	Other	C2	NSIP-State	ACL-NSIP	NSIP-SSBG	Other							
Federal Funds	\$ 29,059.00	\$ 15,588.00		\$ 12,249.00	\$ -	\$ 12,789.00	\$ 4,729							\$ 74,414	
State Funds	\$ 1,710.00			\$ 721.00	\$ 14,924.00									\$ 17,355	
Required Cash Match	\$ 3,419.00			\$ 1,441.00	\$ -									\$ 4,860	
Program Income Estimated	\$ -		\$ 7,300.00	\$ -	\$ 5,200.00									\$ 12,500	
Fees Estimated	\$ -				\$ -									\$ -	
Other Funds Estimated	\$ 6.30	\$ 21,463.20	\$ 47,562.50	\$ 0.52	\$ 2.88	\$ 17,115.00	\$ 1.40	\$ 18,403.20						\$ 86,152	
	\$ -	\$ -			\$ -	\$ -								\$ -	
Total Revenue	\$ 34,194.30	\$ 37,051.20	\$ 54,862.50	\$ 14,411.52	\$ 20,126.88	\$ 29,904.00	\$ 4,730.40	\$ 18,403.20						\$ 213,684	
Unit Section															
Unit Cost	\$7.98	\$3.32	\$7.98	\$4.32	\$4.32	\$2.24	\$4.32	\$4.32						\$4.32	
# of Units	4,285	11,160	6,875	3,336	4,659	13,350	1,095	4,260						44,760	
Total Cash Cost	\$ 34,194.30	\$ 37,051.20	\$ 54,862.50	\$ 14,411.52	\$ 20,126.88	\$ 29,904.00	\$ 4,730.40	\$ 18,403.20						\$ 213,684	
Non-Cash Match Section															
Revenue	\$ -													\$ -	
Expense	\$ -													\$ -	

Evidence Based Program Addendum

As an addendum to the contract for nutrition and wellness services Evidence Base Programs will be provided through Title III funds and State CBS funds. Three Rivers Regional Commission has provided training to enhance the lives in wellness of the seniors living in the 10 county Three Rivers region. Site managers, other site staff, senior center volunteers and other community volunteers have been certified in EBP by the Three Rivers AAA and DAS in FY19. Additional training and other EBP programs will be offered and paid for by the AAA Regional Commission when classes are available and added.

Stipends are available through the EBP program as mentioned to the leader facilitators. Breakdown of the stipend are as follows, \$250 per person for one of the 6-week courses with at least seven participants completing the course. \$300 per person for 8-12 week courses with at least seven participants completing the course.

Facilitators providing a course that requires one facilitator, one facilitator is paid the stipend discussed. These classes include Tai Chi for Arthritis and Fall Prevention, Tai Chi Seated, Tai Chi for Diabetes.

Facilitators providing a course that requires two facilitators, both will be paid the total stipend. These include Matter of Balance, Diabetes Self-Management Program, and Powerful Tools for Caregivers and Chronic Disease Self-Management Program.

Supplies, videos, books, charts and registration forms will be provided. Invoices and other documentation are submitted at completion of each course (6 week, 8 week, or 12 week) and the person providing the training will receive the stipend within 45 days. Checks will be sent to the contractor to distribute to the leader facilitator.

Cost Sharing Policy

Attachment to Contract for #12 Standard for services Performance item F:

Department of Human Services, Division of Aging Services, Administration Manual, Chapter 200, Section 2026, Cost Share.

It is the policy of the Georgia Division of Aging Services that Area Agencies on Aging will implement cost sharing for all eligible Older Americans Act and state funded services. Therefore, in order to maintain existing services, add new services, and prove matching funds, the Three Rivers Georgia Regional Development Center in its capacity as the Area Agency on Aging must institute policies regarding the potential for client cost-sharing.

The Three Rivers Regional Commission/Area Agency on Aging will utilize the most current fee scale provided by the Division of Aging Services to ascertain the appropriate client cost share.

The following services are subject to a client cost share:

- Adult Day Care/Health Services
- Emergency Response Services
- Homemaker Services
- Home modification and Repairs
- Personal Care Services
- Transportation Services
- Senior Center Activities
- Wellness Program Services

The following services are exempt from client cost share for persons paid with OAA or state funds;

- Information and Assistance
- Outreach
- GeorgiaCares (Benefits Counseling)
- Medication Management (Wellness)
- Ombudsman
- Elder Abuse Prevention
- Legal Assistance
- Other Consumer Protection Services
- Nutrition Services, including congregate meals
- Nutrition screening, counseling and education
- Any service provided to low income older persons whose income is at or below the Federal Poverty Limit

AAAs may not impose a cost share for the following services of persons paid with OAA funds

- Case Management Services
- Home Delivered Meals
- ✓ Note: AAAs and providers may require a cost share for Case Management and Home Delivered Meals if paid with non-OAA funds, such as SSBG or state funds.

Older persons at or below the Federal Poverty Level are exempted from client cost share for all AAA funded services.

Client cost shares must be used to:

1. Serve persons currently on the waiting list;
2. Expand service areas which have not been available;
3. Increase resources to underserved areas;
4. Develop and implement new services based on consumer request; and
5. Provide reasonable administrative costs as approved by the Division of Aging Services (DAS).

Provider Collection and Payment:

Providers will develop and implement cost share policies, following the guidelines set forth in the Department of Human Services Division of Aging Services, and by the AAA. Grievance procedures must also be established as defined in the foregoing Administrative Guidelines and Requirements.

Home-Delivered Meals

Consumers must be given an opportunity to contribute to the cost of their meals through voluntary donations only. Efforts to collect donations must not be coercive and must protect the privacy and confidentiality of each individual with respect to their contribution or lack of contribution. An envelope that clearly identifies the organization will be provided to all consumers during meal delivery at least once monthly to collect voluntary donations. Envelopes must be returned to the agency on the same day they are collected. Program income generated by voluntary donations must be reconciled by the agency at least once per week, and reported on the monthly expenditure report submitted to the Middle GA AAA. All contributions collected must be used to expand the service for which the contributions were given, and to supplement (not replace) funds received under this Act.

Congregate Meals/Senior Center Services

Consumers must be given an opportunity to contribute to the cost of their meals through voluntary donations only. Efforts to collect donations must not be coercive and must protect the privacy and confidentiality of each individual with respect to their contribution or lack of contribution. Senior centers will maintain a collection box for voluntary donations. The box should be available at least once monthly during the regular hours of operation for the senior center. The collection box must be secured before the end of each day that the box has been made available. Program income generated by voluntary donations must be reconciled by the agency at least once per week, and reported on the monthly expenditure report submitted to the Three Rivers GA AAA. All contributions collected must be used to expand the service for which the contributions were given, and to supplement (not replace) funds received under this Act.

In-Home Services (Homemaker, Personal Care, Respite Care)

The provider of in-home services will mail a monthly statement to individuals to collect any cost share related to the service they receive. The statement must clearly state the current cost-sharing amount due. The cost share amount on the statement must match with the amount identified on the signed service agreement.

Individuals whose income is at or below 100 percent of the federal poverty guidelines must be given the opportunity to make voluntary contributions. An envelope that clearly identifies the organization must be provided to these consumers at least once monthly to collect voluntary donations. Envelopes must be returned to the agency on the same day they are collected.

All cost shares and voluntary donations collected must be used to expand the service for which the contributions were given, and to supplement (not replace) funds received under this Act.

Termination of Service

The termination letter will be sent by the provider stating the effective date of the termination, the reason for termination, and notification that a grievance must be filed verbally or in writing through the service provider. If the termination is due to non-payment of the cost share, the case will be reviewed by the Assessment and Referral Team with recommendations made to the AAA Director. The Older Americans Act funded services allow for the collection of cost share; however, they prohibit denying services due to the income of the individual or his/her failure to make a cost sharing payment.

The AAA will ensure compliance with the applicable regulations during its site monitoring visits. Violations of the HCBS regulations will be viewed by the Three Rivers RC/AAA as a program finding and will require immediate corrective action.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2019 Main Street Advisory Board Appointment
AGENDA DATE: 7/23/2019

DATE PREPARED: 7/10/2019
PREPARED BY: Janet Chumley

AMOUNT: N/A
GL ACCOUNT #: N/A
FUNDING SOURCE: None
BUDGETED ITEM?: N/A

PURPOSE: The seven-member Main Street Advisory Board is appointed by the City Council and works to promote and create a thriving central business district in Downtown Villa Rica and along primary entrance corridors into the central downtown business district. Term: 2 years | Members: 7

BACKGROUND: The Main Street Advisory Board currently has one open board position since the resignation of Matthew Momtahan in March of 2019 as he was elected to City Council. The open position was posted on social media and the city website. Four applications were received and reviewed by the Main Street Advisory Board. Applicants who were reviewed for consideration were: Bradford Hegler, Jon Goodfriend, Cheryl Bell and Camellia Chandler.

In the June 21, 2019 monthly board meeting the Main Street Advisory Board voted to appoint local business owner, Bradford Hegler (Bradford Hegler State Farm) to fill the open position. His term would be 7/9/2019 until 12/31/2020.

STAFF RECOMMENDATION: Staff recommends based upon the Main Street Advisory Board's vote to appoint Bradford Hegler to serve on the Main Street Advisory Board 7/9/2019 until 12/31/2020 filling the vacated position of Matthew Momtahan.

IMPACT: The Main Street Advisory Board will be at full capacity.

MOTION: I make a motion to appoint Bradford Hegler to serve on the Main Street Advisory Board 7/9/2019 until 12/31/2020 filling the vacated position of Matthew Momtahan.



City of Villa Rica
571 W. Bankhead Highway
Villa Rica, GA 30180



**APPLICATION FOR BOARD OR COMMISSION
APPOINTMENT**

Citizens provide a great insight and knowledge to City government. An avenue that the City of Villa Rica uses to get this insight is through the various Boards and Commissions of the City of Villa Rica. The members of the Boards and Commissions make decisions and help recommend and review policies for the City of Villa Rica and its Mayor and Council. This questionnaire will assist the Mayor and Council in the review process and in determining applicant eligibility requirements and qualifications for Board or Commission membership.

Questions to consider before applying for membership on a Board or Commission:

- Do I fully understand what this Board or Commission expects from me?
- Am I committed to the goals and mission of this Board or Commission?
- Can I afford the demands on my time, resources and energy?
- Will I attend meetings regularly, making them a priority for the duration of my appointment?
- Am I willing to perform a reasonable amount of work outside of regularly scheduled Board or Commission meetings and prepare for each meeting?
- Can I work effectively with the other members of the Board or Commission?
- Am I willing to participate in necessary Board or Commission training, education and development activities that will improve my effectiveness in my position?

APPLICANT INFORMATION

Applicant Name: Bradford Hegler

Occupation: Insurance Agent Employer: Bradford Hegler State Farm

Home Address: 2486 S Carroll Ct City: Villa Rica Zip: 30180

Home Phone: () Home E-Mail: bradford.hegler@gmail.com

Work Phone: (770) 456-4000 Work E-Mail: bradford@myagentbradford.com

Cell Phone: (770) 570-9420 Preferred E-Mail: ☐ Home ☒ Work

Name and address of the business entity you own, located within the city limits of Villa Rica (if applicable) Bradford Hegler State Farm 150 Stone St Suite D Villa Rica, Ga 30180

- a) Which Board(s) or Commission(s) do you wish to be appointed to? Mainstreet Board
- b) How long have you been a resident of the City of Villa Rica? 3 Years 5 Months
- c) Are you current with all of your financial obligations to the City? ☒ Yes ☐ No
- d) Are you willing and available to attend training sessions on-site and/or off-site if provided by the City? ☒ Yes ☐ No
- e) Available Boards and Commissions and their terms and meeting schedules are listed at the end of this application. Are you able to meet the attendance requirements of the position for which you are applying? ☒ Yes ☐ No
- f) Do you know of any circumstances that would result in you having to abstain from voting on any action before the Board or Commission? ☐ Yes ☒ No If yes, please explain:
- _____
- _____
- _____
- g) Do you or your employer, or your spouse, child, relative or their employers, do business with the City of Villa Rica ☐ Yes ☒ No If yes, please explain:
- _____
- _____
- _____
- h) Do you have any employment or contractual relationship with the City of Villa Rica that would create a continuing or frequently recurring conflict with regard to your participation on a Board or Commission? ☐ Yes ☒ No If yes, please explain:
- _____
- _____

- i) Please briefly explain your reasons for wishing to serve on the Board or Commission you select:

As a business owner in the downtown district, I believe that creating a downtown atmosphere that would
bring community member into town would grow local businesses and the community as a whole
and having likeminded commuinty leaders together we could grow VR in the way we need to grow.

- j) Are you willing to be considered for appointment to any of the other Boards or Commissions of the City if a position is not available on the Board or Commission of your first choice? ☐ Yes ☐ No If yes, please list the Boards or Commissions for which you would like to be considered (in order of interest):

I am open to discussion on other oportunities

APPLICANT STATEMENT

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


Signature

BRADFORD HEGLER
Printed Name

5/14/19
Date

Please return signed application to: Alisa Doyal, City Clerk
City of Villa Rica
571 W. Bankhead Hwy
Villa Rica, GA 30180

Fax: 770-459-7003
Email: adoyal@villarica.org

Questions? Contact the City Clerk at 678-840-1212

BOARD AND COMMISSION INFORMATION

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Downtown Development Authority (DDA): The DDA's mission is to oversee the revitalization and redevelopment of the central business district and to develop and promote for the public good and general welfare, trade, commerce, industry and employment opportunities. Members must either own a business or have an economic interest in the downtown. A member of the City Council is permitted to serve on the DDA. Term: 4 years | Members: 7

Historic Preservation Commission (HPC): This six-member commission is appointed by the City Council and administers the historic regulations in the City of Villa Rica. Commissioners review requests for retaining wall grants, revolving loan applications, building permit applications and demolition permit requests. Term: 3 years | Members: 6

Housing Authority Board (HAB): The function and responsibility of the HAB is to plan, develop, and administer a public housing program for the City of Villa Rica. Members are appointed by the Mayor for indefinite terms.

Library Advisory Board (LAB): Acts in an advisory capacity to the branch manager of the Villa Rica Public Library. Members work with the Branch Manager to establish operational policies for the library for approval by the City Council and West Georgia Regional Library System, assist the Branch Manager with the annual budget request to the City Council, adopts bylaws and regulations for internal operations, makes recommendations through the City Manager to the Mayor and City Council concerning the library, solicits donations of money and/or property for the benefit of the library, and represents the library to the community. The City Manager, Branch Manager and WGRL Director serve as nonvoting members. Term: 3 years | Members: 7

Main Street Advisory Board (MSAB): This seven-member Board commission is appointed by the City Council and works to promote and create a thriving central business district in Downtown Villa Rica and along primary entrance corridors into the central downtown business district. Term: 2 years | Members: 7

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Villa Rica Development Authority (VRDA): The VRDA exists to provide bond financing for community and economic development projects with a goal of increasing job opportunities within the community, supporting education and health care, and providing housing for underserved communities, all of which benefit the residents of the city of Villa Rica and the state of Georgia. Term: 4 years | Members: 7

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- 3) Applications may be sent to the City Clerk. The Mayor and City Council may interview candidates at its discretion. The Mayor and City Council retains all responsibilities and rights to select candidates, nominate and confirm appointments as required by the City Charter and Code of Ordinances.
- 4) After any appointment, the new Board or Commission member, as well as the other members of that Board or Commission will receive a letter notifying them of their appointment and be scheduled to be administered an Oath of Office.

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571 W. Bankhead Hwy
Villa Rica, GA 30180

Fax: 770-459-7003
Email: adoyal@villarica.org

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- Am I willing to perform a reasonable amount of work outside of regularly scheduled Board or Commission meetings and prepare for each meeting?
- Can I work effectively with the other members of the Board or Commission?
- Am I willing to participate in necessary Board or Commission training, education and development activities that will improve my effectiveness in my position?

APPLICANT INFORMATION

Applicant Name: Camellia Chandler

Occupation: Program Manager Employer: University of West Georgia

Home Address: 2566 Grafton Loop City: Villa Rica Zip: 30180

Home Phone: () _____ Home E-Mail: Camelliagchandler@gmail.com

Work Phone: (678) 839-1807 Work E-Mail: cchandler@westga.edu

Cell Phone: (678) 545-8216 Preferred E-Mail: ☒ Home ☐ Work

Name and address of the business entity you own, located within the city limits of Villa Rica (if applicable) _____

- a) Which Board(s) or Commission(s) do you wish to be appointed to? Main Street Advisory Board
- b) How long have you been a resident of the City of Villa Rica? 2 Years 9 Months
- c) Are you current with all of your financial obligations to the City? ☒ Yes ☐ No
- d) Are you willing and available to attend training sessions on-site and/or off-site if provided by the City? ☒ Yes ☐ No
- e) Available Boards and Commissions and their terms and meeting schedules are listed at the end of this application. Are you able to meet the attendance requirements of the position for which you are applying? ☒ Yes ☐ No
- f) Do you know of any circumstances that would result in you having to abstain from voting on any action before the Board or Commission? ☐ Yes ☒ No If yes, please explain:
- _____
- _____
- _____
- g) Do you or your employer, or your spouse, child, relative or their employers, do business with the City of Villa Rica ☐ Yes ☒ No If yes, please explain:
- _____
- _____
- _____
- h) Do you have any employment or contractual relationship with the City of Villa Rica that would create a continuing or frequently recurring conflict with regard to your participation on a Board or Commission? ☐ Yes ☒ No If yes, please explain:
- _____
- _____

- i) Please briefly explain your reasons for wishing to serve on the Board or Commission you select:

As a newly invested member of the city, I am striving to find different avenues to continue the growth and sustainability of the community. Being a member of this Board is a way for me to give back to the city.

- j) Are you willing to be considered for appointment to any of the other Boards or Commissions of the City if a position is not available on the Board or Commission of your first choice? ☒ Yes ☐ No If yes, please list the Boards or Commissions for which you would like to be considered (in order of interest):

Historic Preservation Committee

Library Advisory Board

Recreation Advisory Commission

APPLICANT STATEMENT

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Signature

Camellia G. Chandler

Printed Name

06/17/2011

Date

Please return signed application to:

Alisa Doyal, City Clerk
City of Villa Rica
571 W. Bankhead Hwy
Villa Rica, GA 30180

Fax: 770-459-7003
Email: adoyal@villarica.org

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City of Villa Rica

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- Can I work effectively with the other members of the Board or Commission?
- Am I willing to participate in necessary Board or Commission training, education and development activities that will improve my effectiveness in my position?

APPLICANT INFORMATION

Applicant Name: Jon Goodfriend

Occupation: Teacher / Coach Employer: Douglas County Schools

Home Address: 1128 Red Bud Circle City: Villa Rica Zip: 30180

Home Phone: () _____ Home E-Mail: jongoodfriend@gmail.com

Work Phone: () _____ Work E-Mail: _____

Cell Phone: (404) 368-2421 Preferred E-Mail: ☒ Home ☐ Work

Name and address of the business entity you own, located within the city limits of Villa Rica (if applicable) _____
Wife is exploring a business opportunity in VR!

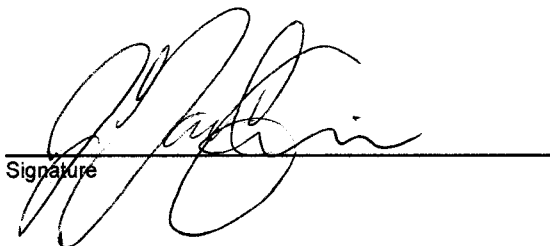
- i) Please briefly explain your reasons for wishing to serve on the Board or Commission you select:

I recently moved to VR with my wife + 3 yr old daughter.
We love VR and want to get involved with our local
community. I teach + coach middle school sports +
social studies and want to be a part in my home place!

- j) Are you willing to be considered for appointment to any of the other Boards or Commissions of the City if a position is not available on the Board or Commission of your first choice? ☒ Yes ☐ No If yes, please list the Boards or Commissions for which you would like to be considered (in order of interest):

APPLICANT STATEMENT

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Signature

Jon Goodfriend
Printed Name

6/13/19
Date

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City of Villa Rica
571 W. Bankhead Hwy
Villa Rica, GA 30180

Fax: 770-459-7003
Email: adoyal@villarica.org

Questions? Contact the City Clerk at 678-840-1212

a) Which Board(s) or Commission(s) do you wish to be appointed to? Recreation + Main Street

b) How long have you been a resident of the City of Villa Rica? 1 Years Months

c) Are you current with all of your financial obligations to the City? ☒ Yes ☐ No

d) Are you willing and available to attend training sessions on-site and/or off-site if provided by the City? ☒ Yes ☐ No

e) Available Boards and Commissions and their terms and meeting schedules are listed at the end of this application. Are you able to meet the attendance requirements of the position for which you are applying? ☒ Yes ☐ No

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Cheryl L. Bell

225 Raleigh Way • Villa Rica, GA 30180 • (313) 443-7490 e-mail: cherly100@yahoo.com

MEMBER ORGANIZATIONS

Villa Rica Main Street/Promotions and Design
Carroll County NAACP Branch 5179, PO Box 1108, Carrollton, GA
Friends of the Library/Villa Rica, GA
Moving Forward/Political Organization, Carroll County GA
New Mountain Top Baptist Church, Winston, GA

ACCOMPLISHMENTS

Candidate for Villa Rica City Council, Ward 2

March 2019- Ran for vacated City Council position in Ward 2 of the City.

Chairman, Trails at Charleston Place Subdivision

2016- Current

Developed a voluntary neighborhood association for the improvement of the community. Oversee a board which has an annual meeting and collects funds for upkeep of entryway, and other things as needed.

2014- Current

Attend City Council meetings, Public Hearings and Workshops.

NEXTDOOR.com- Lead founding member. Promoted 90% membership in my subdivision.

PAST PROFESSIONAL EXPERIENCE

State of Michigan Unemployment Insurance Agency, Detroit, MI

Aug/1987 to Aug/2013

UI Analyst 9-12

June/1992- Aug/2013

Professional research and analytical assignments to evaluate, assess, plan, develop, and implement unemployment insurance programs, functions, and services for the state's employers. Retired/ Sept 2013

UIA Tax Collector

Aug/1987-June/1992

Electronic Data Systems (EDS), Southfield, MI

Oct/1986-July/1987

Accounting Bookkeeper Clerk

EDUCATION

Siena Heights University, Adrian, MI

- B.A. in Business Administration

Wayne County Community College, Detroit, MI

- A.A. in Accounting – Dean's List

Licensed Michigan Realtor 2007-2009

REFERENCES

Available upon request



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: September 28th, 2019 Summer Concert- Alcohol License Agreement
Headliner: Alabama Blues Brothers

AGENDA DATE: 7/23/2019

DATE PREPARED: 7/10/2019
PREPARED BY: Janet Chumley

AMOUNT: N/A
GL ACCOUNT #: N/A
FUNDING SOURCE: None
BUDGETED ITEM? N/A

PURPOSE: License agreement with the Olive Tree and the City of Villa Rica to provide the sale of beer and wine at the 3rd Summer Concert of 2019 with Headlining Alabama Blues Brothers. The concert will be held Saturday, September 28, 2019 from 8 pm until 10 pm at The MILL Amphitheater.

BACKGROUND: The September 28, 2019 Summer Concert agreement is a 50/50 split between Villa Rica Main Street and The Olive Tree. There were no issues or concerns related to these concerts in the past.

STAFF RECOMMENDATION: Staff recommends The Olive Tree be used for the purpose of beer and wine sales at the 3rd Summer Concert of 2019 to be held Saturday, Saturday, September 28, 2019 from 8 pm until 10 pm at The MILL Amphitheater.

IMPACT: Beer and wine will be able to be served during the 3rd Summer Concert of 2019 to be held Saturday, September 28, 2019. The ability to serve beer and wine at The MILL Amphitheater has been a standing request from individuals attending downtown focus groups and town hall meetings in recent years.

MOTION: I make a motion that we approve the license agreement with the Olive Tree to provide the sale of beer and wine at the 3rd Summer Concert of 2019 to be held Saturday, September 28, 2019 from 8 pm until 10 pm at The MILL Amphitheater.

LICENSE AGREEMENT

This License Agreement (" Agreement") made this 29th day of June 2019 by and between The Olive Tree Villa Rica, LLC (the "Caterer") and the City of Villa Rica (the "City"), Georgia.

WHEREAS, the City is sponsoring a Summer Concert-Alabama Blues Brothers to be held at THE MILL Amphitheater in Historic Downtown Villa Rica on September 28, 2019 (the "Festival"); and

WHEREAS, at the time of this Agreement, Caterer is one of two entities holding a caterer's license under the City of Villa Rica Beverage Code; and

WHEREAS, the City desires to license the services of the Caterer to provide exclusive alcoholic beverage service during the Festival; and

WHEREAS, the parties do desire to formalize the terms under which the Caterer will provide said services;

1. The City contracts to license Caterer to provide the sale of beer and wine at the Summer concert to be held on September 28, 2019 at THE MILL Amphitheater in Downtown Villa Rica.

2. Caterer agrees to provide said services during the course of the Festival during a time period to be agreed between Caterer and The Villa Rica Man Street Director.

3. Caterer shall have the exclusive right to sell beer and wine within the confines of the event. The City shall establish the confines of the event by the placement of fence around all areas where alcoholic beverages may be purchased, possessed, and consumed.

4. Caterer agrees that is shall possess a current catering alcoholic beverage license as authorized by the City.

5. Caterer shall provide a certificate of insurance to the City upon request which will reflect that is possesses sufficient insurance coverage for the provision of its services during the event.

6. In consideration of the services to be provided by the Caterer, the Caterer shall be entitled to receive an amount equal to fifty percent (50%) of the net proceeds of all gross sales exclusive of its cost and expenses for provision of the catering services. The costs and expenses of the catering services shall include labor expenses, cost of goods sold, and any applicable federal, state, and local taxes. The City shall receive an amount equal to fifty percent (50%) of net proceeds as consideration for licensing caterer as the exclusive provider of services for the event.

7. Caterer shall cooperate with the City in the accounting for all costs and expenses as well as the net proceeds received from the event.

8. Caterer will be responsible for the provision of any necessary set-up and clean-up for the services to be provided.

9. This License Agreement is conditioned upon the approval of the Festival by the Mayor and Council of Villa Rica. It is further conditioned upon the approval of the Mayor and Council to authorize the sale, possession or consumption of alcoholic beverages upon the premises of the Mill Amphitheater.

10. It is specifically agreed that the Mayor and Council, the City Manager, or the Police Chief of the City or their designee retain the right to terminate the sale, possession, or consumption of alcoholic beverages at the Festival or upon City property for any reason at any time.

IT IS SO AGREED on this the 29th day of June 2019

CITY OF VILLA RICA

By: _____
Jeff Reese, Mayor

OLIVE TREE VILLA RICA, LLC

By: Mike Atsalis
Mike Atsalis



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2020 Holiday Calendar
AGENDA DATE: 07/23/2019

DATE PREPARED: 07/11/2019
PREPARED BY: Stephanie Rooks

AMOUNT: \$0
GL ACCOUNT #: NA
FUNDING SOURCE: NA
BUDGETED ITEM? NA

PURPOSE: To present for adoption the 2020 Holiday Calendar.

BACKGROUND: Staff is requesting the following modification to the 2020 holiday schedule. For the upcoming year, the July 4th holiday falls on a Saturday which would usually be observed on the Friday before the. Historically, the City schedules its annual Fireworks display on July 3rd which will fall on the day the City would normally observe its next July 4th holiday. The Department of Parks, Recreation and Leisure Services is requesting to hold their annual fireworks display on Friday, July 3rd. As the largest city event, the fireworks require a significant number of personnel from multiple departments. Therefore, staff proposes modifying the holiday calendar and observing the July 4th holiday on Monday, July 6th.

STAFF RECOMMENDATION: Approval

IMPACT: NA

MOTION: To adopt the 2020 Holiday Calendar that includes observing the July 4th holiday on Monday, July 6th.

JEFF REESE, MAYOR
CITY COUNCIL:
GIL MCDOUGAL, MAYOR PRO TEM
LESLIE MCPHERSON
SHIRLEY MARCHMAN
DANNY CARTER
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

2020 Holiday Calendar

New Year's Day	Wednesday	January 1, 2020
Martin Luther King	Monday	January 20, 2020
President's Day	Monday	February 17, 2020
Good Friday	Friday	April 10, 2020
Memorial Day	Monday	May 25, 2020
Independence Day	Monday	July 6, 2020
Labor Day	Monday	September 7, 2020
Veterans Day	Wednesday	November 11, 2020
Thanksgiving Day	Thursday	November 26, 2020
Day after Thanksgiving	Friday	November 27, 2020
Christmas Eve	Thursday	December 24, 2020
Christmas Day	Friday	December 25, 2020



Agenda Item:_____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2019 Budget Amendment
AGENDA DATE: 7-23-2019

DATE PREPARED: 7-11-2019
PREPARED BY: Sarah Hefty

AMOUNT: See Exhibit A
GL ACCOUNT #:
FUNDING SOURCE:
BUDGETED ITEM?

PURPOSE: To adopt ordinance amending the 2019 budget.

MOTION: I make a motion to adopt the ordinance to approve an amendment to the budget for the fiscal year 2019 for the City pursuant to Section 2-71 of the City Charter.

STATE OF GEORGIA

ORDINANCE NO. _____

CITY OF VILLA RICA

**AN ORDINANCE TO APPROVE AN AMENDMENT TO THE BUDGET
FOR THE FISCAL YEAR 2019 FOR THE CITY
PURSUANT TO SECTION 2-71 OF THE CITY CHARTER**

WHEREAS, the Mayor and City Council adopted the 2019 Budget on September 13, 2018, which incorporated all of the various funds of the City; and

WHEREAS, the Mayor and Council have determined it appropriate to amend the budget for the reasons set forth herein.

WHEREAS, the Mayor and Council have reviewed the proposed budget; and

WHEREAS, each of the funds, as amended, has a balanced budget, such that anticipated revenues equal or exceed proposed expenditures.

NOW, THEREFORE, the Mayor and City Council of the City of Villa Rica, Georgia, hereby ordain as follows:

Section 1. That the City of Villa Rica, Georgia, hereby amends the Budget for Fiscal Year 2019, said budget amendment being described as Amendment No. 50-62, attached hereto and incorporated as Exhibit A.

Section 2. That any increase or decrease in appropriations or revenue of any fund or for any department; the establishment of new capital projects; or the establishment of new grant projects other than those expectations provided for herein, shall require approval of the City Council.

Section 3. That the City Manager and his/her designee may promulgate all necessary internal rules, regulations and policies to ensure that this Budget Amendment Ordinance is followed.

Section 4. This Resolution shall be effective immediately upon its adoption.

1. It is hereby declared to be the intention of the Mayor and City Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are and were, upon their enactment, believed by the Mayor and City Council to be fully valid, enforceable and constitutional.

2. It is hereby declared to be the intention of the Mayor and City Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence,

clause or phrase of same. It is hereby further declared to be the intention of the Mayor and City Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of same.

3. In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and City Council that such invalidity, unconstitutionality, or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the same and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

4. All ordinances or resolutions and parts of ordinances or resolutions in conflict herewith are expressly repealed.

5. The within ordinance shall become effective upon its adoption.

SO ORDAINED AND EFFECTIVE this the _____ day of _____, 2019.

Approved:

Jeff Reese, Mayor

Attest:

Alisa Doyal, City Clerk

City of Villa Rica
Exhibit A
Proposed 2019 Budget Amendments

July 23, 2019

GENERAL FUND

<i>Item</i>	<i>Account Name</i>	<i>Account Type</i>		<i>Notes</i>	<i>Amount</i>
50 100-1330-523850	Contract Labor	Expenditure	Increase	March 2019 Special Election for Ward 2	6,575.00
51 100-313110	LOST - Carroll Co	Revenue	Increase	Offset with local option sales tax	6,575.00
52 100-1330-531400	Books & Periodicals	Expenditure	Increase	March 2019 Special Election for Ward 2	9,202.00
53 100-313110	LOST - Carroll Co	Revenue	Increase	Offset with local option sales tax	9,202.00
54 100-7220-511100	Salaries	Expenditure	Increase	Building Inspectors working more hours than budgeted	6,600.00
55 100-7220-512200	FICA	Expenditure	Increase	Payroll taxes for additional hours	505.00
56 100-323120	Building Permits	Revenue	Increase	Offset with increased building permit revenue	7,105.00
57 100-4910-511300	Overtime	Expenditure	Increase	Overtime in Rec should have been moved to Grounds for events	6,000.00
58 100-313110	LOST - Carroll Co	Revenue	Increase	Offset with local option sales tax	6,000.00
59 100-4910-531700	Uniforms	Expenditure	Increase	No uniform budget created when department was split from Rec	2,000.00
60 100-313110	LOST - Carroll Co	Revenue	Increase	Offset with local option sales tax	2,000.00
61 100-4910-531700	Training	Expenditure	Increase	No training budget created when department was split from Rec	1,500.00
62 100-313110	LOST - Carroll Co	Revenue	Increase	Offset with local option sales tax	1,500.00
Total Change					
Expenditures					32,382.00
Revenues					32,382.00
					-



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Acceptance of Quit Claim Deed for Three Parcels in Industrial Park

AGENDA DATE: July 23, 2019

DATE PREPARED: July 12, 2019

PREPARED BY: Tom Barber

AMOUNT: n/a

GL ACCOUNT #: n/a

FUNDING SOURCE: n/a

BUDGETED ITEM? n/a

PURPOSE: To accept three parcels in our industrial park from the VR Development Authority.

BACKGROUND: Several parcels in the industrial park off of Industrial Blvd. are unbuildable. The VR Development Authority would like to deed these properties to the City since the parcels can't be developed. The Development Authority has voted to transfer title to the City for \$1.00.

STAFF RECOMMENDATION: Staff recommends that we accept the parcels so that we can provide long-term maintenance.

IMPACT:

MOTION: I move that we accept title to three parcels in our industrial park as described in the attached quit claim deed.

Record and Return to:
Stacey L. Blackmon
TISINGER VANCE, P.C.
100 Wagon Yard Plaza
Carrollton, Georgia 30117

TITLE NOT EXAMINED

QUIT CLAIM DEED

STATE OF GEORGIA,
COUNTY OF CARROLL

THIS INDENTURE, Made the _____ day of _____, 2019, between **DEVELOPMENT AUTHORITY OF VILLA RICA**, hereinafter called GRANTOR, and **CITY OF VILLA RICA, GEORGIA, a political subdivision of the State of Georgia**, hereinafter called GRANTEE (the words "GRANTOR" and "GRANTEE" to include their respective heirs, successors and assigns and to include the masculine, feminine or neuter gender where the context requires or permits).

WITNESSETH, that: GRANTOR, for and in consideration of the sum of ONE DOLLAR AND OTHER VALUABLE CONSIDERATIONS (\$1.00 + OVC), in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby release, remise, convey and forever QUITCLAIM unto the said GRANTEE.

TRACT ONE (known as Dorris Williams Industrial Dr. – Tax Parcel V03 0120357 and Tax Parcel V03 0120355):

All that tract or parcel of land lying and being in Land Lot 195 and Land Lot 196 of the 6th District of Carroll County, Georgia, being more particularly described as being the roadway extending in a westerly and southerly direction from the northwesterly right-of-way of Hwy 61 Connector to the northerly right-of-way of Fleet Drive, and being the property identified as Dorris Williams Industrial Blvd., a/k/a Doris Williams Industrial Blvd., on an Overall Plat

prepared for Development Authority of Villa Rica by Keck & Wood, Inc., certified by Russell S. Shadrix, Georgia Registered Land Surveyor No. 2874, dated 10/17/01, revised 10/23/01, a copy of which is recorded in Plat Book 77, page 155, Carroll County, Georgia, Public Real Estate Records, which plat and the record thereof are by reference incorporated herein.

TRACT TWO (known as Tax Parcel V03 0120363):

All that tract or parcel of land lying and being in Land Lot 196 of the 6th District of Carroll County, Georgia, being 5.54 acres and identified as **Lot No. 9** on that Overall Plat prepared for Development Authority of Villa Rica, by Keck & Wood, Inc., certified by Russell S. Shadrix, Georgia Registered Land Surveyor No. 2874, dated 10/17/01, last revised 02/25/02, a copy of which is recorded in Plat Book 77, page 155, Carroll County, Georgia, Public Real Estate Records, which plat and the record thereof are by reference incorporated herein.

TRACT THREE (known as Tax Parcel V03 0120358):

All that tract or parcel of land lying and being in Land Lot 195 of the 6th District of Carroll County, Georgia, being 6.36 acres identified as **Lot No. 10** on that Overall Plat prepared for Development Authority of Villa Rica, by Keck & Wood, Inc., certified by Russell S. Shadrix, Georgia Registered Land Surveyor No. 2874, dated 10/17/01, last revised 02/25/02, a copy of which is recorded in Plat Book 77, page 155, Carroll County, Georgia, Public Real Estate Records, which plat and the record thereof are by reference incorporated herein.

The above described Tracts Two and Three are conveyed subject to Declaration of Covenants and Restrictions, dated February 28, 2002, filed March 7, 2002, and recorded in Deed Book 1782, page 76, Carroll County, Georgia, Public Real Estate Records.

TO HAVE AND TO HOLD the said premises to grantee, so that neither grantor nor any person or persons claiming under grantor shall at any time, by any means or ways, have, claim or demand any rights or title to said premises or appurtenances, or any rights thereof.

(The immediately following page is the signature page.)

IN WITNESS WHEREOF, the GRANTOR has signed, sealed and delivered this quit claim deed, the day and year above written.

Signed, sealed and delivered
in the presence of:

DEVELOPMENT AUTHORITY OF VILLA RICA

Witness

By: _____(SEAL)
Chairman

Notary Public

Attest: _____(SEAL)
Secretary

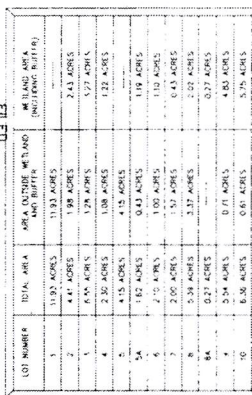
My Commission Expires: _____

(NOTARY SEAL)

This Deed is accepted by Grantee this _____ day of _____, 2019.

CITY OF VILLA RICA, GEORGIA

By: _____
Jeff Reese, Mayor



CURVE	CHORD BEARING	CHORD DISTANCE	ARC DISTANCE	RADIUS
C1	N75°16'31"E	180.77	193.81	315.00
C2	N75°16'31"E	142.32	144.56	235.00
C3	N67°34'28"W	146.45	149.86	235.00

LINE	READING	LENGTH
L14	816234.28 m	146.38
L15	807251.30 m	208.78
L16	804111.59 m	335.84
L17	806733.18 m	52.96
L18	804535.19 m	103.74
L19	804031.28 m	89.28
L20	801301.27 m	86.46
L21	801313.32 m	59.36
L22	805228.47 m	79.21
L23	807323.27 m	52.89
L24	808245.09 m	149.36
L25	810708.90 m	75.50

LINE #	REMARK	LENGTH
1	MS 732 3271	118.22
2	MS 649 451	32.56
3	MS 409 451	34.12
4	MS 609 451	3.24
5	MS 727 246	31.38
6	MS 727 246	31.79
7	MS 711 343	31.87
8	MS 711 343	19.40
9	MS 651 451	50.82
10	MS 101 321	31.52
11	MS 656 321	31.43
12	MS 699 451	48.35

Lot 10 - 6.36 Acres
Tax Parcel V03012358

Lot 9 - 5.54 acres
Tax Parcel V03 0120363

GA. CIRCUIT COURT
CLERK SUPERIOR COURT
02 MAR 11 AM 9:25



55/155

NOTES
HANDS LOCATED AS PLACED IN THE FILES
BY REGISTER & ASSOCIATES

77/155

4410025 75 T201 WILSON, BERTIE WILSON, BERTIE		REX & WOOD, INC. REX & WOOD, INC. REX & WOOD, INC. REX & WOOD, INC.	
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Agenda Item:_____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Installation of New Sewer Line on South Carroll Road at S. Dogwood Street

AGENDA DATE: July 23, 2019

DATE PREPARED: July 12, 2019

PREPARED BY: Tom Barber

AMOUNT: \$19,700.00

GL ACCOUNT #: 505-4440-541450

FUNDING SOURCE: Water/Sewer Fund

BUDGETED ITEM? Yes

PURPOSE: To approve the installation of a new sewer line and two new manholes on South Carroll Road.

BACKGROUND: Four houses on South Carroll Road share a single service connection and experience frequent blockages. We need to install 200 feet of new 6" sewer line and two new manholes, then connect each of the four existing service lines. In addition, we will have to cut and repair four driveways.

STAFF RECOMMENDATION: Staff recommends that we engage Dean Grading and Pipeline to perform this work.

IMPACT: Installation of a new sewer line will provide uninterrupted service to the four houses that currently share a single service line along South Carroll Road.

MOTION: I move that we authorize the City Manager to engage Dean Grading and Pipeline to install 200 feet of new 6" sewer line and two manholes on South Carroll Road near S. Dogwood Street for an amount not to exceed \$19,700.00.

056388

Statement

DATE

5.15.19

TERMS

Proposal

TO

City of Villa Rica
 water + sewer Dept.
 att. Jimmy Rowe

IN ACCOUNT WITH

Dean Grading + Pipeline
 3862 Pool Rd.
 Winston, Ga. 30187

SPR 35 PL

sewer line
 replacement
 South Carroll Rd.
 at Regwood St.
 lay 200' 6" sewer line
 + tie in 4" service +
 set 2 manholes
 cut driveways + repair
 traffic control + materials
 included

\$ 19,700.00

CURRENT

OVER 30 DAYS

OVER 60 DAYS

TOTAL AMOUNT



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Repair of Five Manholes Between VPlex and Charleston Place

AGENDA DATE: July 23, 2019

DATE PREPARED: July 12, 2019

PREPARED BY: Tom Barber

AMOUNT: \$13,580.00

GL ACCOUNT #: 505-4440-541450

FUNDING SOURCE: Water/Sewer Fund

BUDGETED ITEM? Yes

PURPOSE: To approve the repair of five manholes between the VPlex and Charleston Place.

BACKGROUND: A significant amount of our sewer collection system lies beside creeks and streams. Several sections have become submerged in ponds created by beavers. The beavers have been removed and access is now possible, although still difficult.

One of the impacted lines lies north of the VPlex near Charleston Place. We need to seal five of the manholes and raise them above the beaver pond's water level. Rental of swamp pads will be required.

STAFF RECOMMENDATION: Staff recommends that we engage Dean Grading and Pipeline to perform this work.

IMPACT: Currently we are unable to maintain the sewer easement along Bay Springs Creek near the VPlex, much less the actual sewer lines and manholes. Storm water infiltration is almost guaranteed. A sewer spill in this part of the system can't be repaired.

MOTION: I move that we authorize the City Manager to engage Dean Grading and Pipeline to seal and raise five manholes near the VPlex and Charleston Place for an amount not to exceed \$13,580.00.

056387

Statement		DATE	TERMS
TO	City of Villa Rica water & sewer Dept. at Jimmy Rowe		Proposal
IN ACCOUNT WITH	Dean Grading & Pipeline 3862 Pool Rd. Winston, Ga. 30187		
	Hwy 61-V. Plex raise manholes 5' each in swamp + seal for leaks + break beaver dams as needed price includes rental of swamp pats + delivery + return of mats	\$ 13,580.00	
CURRENT	OVER 30 DAYS	OVER 60 DAYS	TOTAL AMOUNT



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Change the Approval Process Used for Applications to Film in the City

AGENDA DATE: July 23, 2019

DATE PREPARED: July 12, 2019

PREPARED BY: Tom Barber

AMOUNT: n/a

GL ACCOUNT #: n/a

FUNDING SOURCE: n/a

BUDGETED ITEM? n/a

PURPOSE: To modify the process used to approve filming applications.

BACKGROUND: The current process used to approve an application to film a movie or television show in Villa Rica requires the participation of City Council. It is staff's opinion that we are losing opportunities due to the time required for an item to get on the agenda and to be voted on. For example, an application submitted on Monday, July 15 couldn't be voted on until August 13, a four-week delay. Even in the best-case situation it takes eleven or twelve calendar days.

STAFF RECOMMENDATION: To allow the City Manager to approve filming applications and no longer require the participation of City Council.

IMPACT: To capitalize on more filming opportunities and enjoy the resulting publicity associated with these projects.

MOTION: I move that we authorize the City Manager to approve filming applications effective August 1, 2019.