

CITY COUNCIL
GIL MCDUGAL, MAYOR
DANNY CARTER, MAYOR PRO-TEM
SHIRLEY MARCHMAN
LESLIE MCPHERSON
MATTHEW MOMTAHAN
MICHAEL YOUNG

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 WORK SESSION AGENDA

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street
August 6, 2020 | 3:00 PM

Review of the Agenda (Mayor Gil McDougal)

A. Community Development (Bobby Elliott, Director)

1. VA-02-20 Variance Application for International Component Repair (Ronald Johnson, Planning and Zoning Specialist)
2. Revision to the Alcoholic Beverage Ordinance (Ronald Johnson, Planning and Zoning Specialist)
3. CU-01-20 Special Use Permit/Conditional Use Permit for a Truck Stop with Convenience Store and Accessory Truck and RV Parking (Ronald Johnson, Planning and Zoning Specialist)
4. Approval of the Final Plat for The Falls at Mirror Lake Phase II. (Bobby Elliott, Director)
5. 2019-2020 Paving Contract Award (Bobby Elliott, Director)

B. Governing Body (Mayor Gil McDougal)

1. Discussion of Smoke Free Air Ordinance

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

1. Library Digital Sign Replacement (Evette Bridges, Library Manager)

D. Economic Development (Janet Chumley, Manager)

1. 2020 Gold Rush Summer Concert Headlining Entertainment - Velcro Pygmies, Friday, Sept 11, 2020 (Request Date Change)
2. 2020 Alcohol License Agreement with The Olive Tree for "Gold Rush Summer Concert" on Friday, September 11, 2020 @ The MILL Amphitheater
3. Proposal to Hire TruGreen Commercial Services
4. Special Event Permit Styx Bar & Grill for Saturday, October 3, 2020
5. Additional Lease Agreement Between City of Villa Rica and Norfolk Southern

E. Human Resources (Stephanie Rooks, Manager)

1. Approval for Paycom to Serve as New Payroll System

F. Utilities (Pete Zorbanos, Director)

1. Emergency Replacement of #2 Influent Pump Drive at West Plant for \$9,802.37 to PRB Electronics, Inc.
2. Emergency Replacement of #2 West Plant Influent Pump for \$25,865.00 to Goforth Williamson, Inc.
3. Emergency Purchase of #3 Influent Pump at the West Plant for \$22,714.22 to PRB Electronics, Inc.

G. Information Technology (Jim Chambers, Manager)

1. Dual Factor Authentication

H. Finance (Sarah Andrews, CFO)

1. 2020 Budget Amendments
2. Resolution to Execute Grant from Coronavirus Relief Fund

I. City Manager (Tom Barber)

1. Two-Year Extension to Website Hosting Agreement with Municipal One

J. Community Development (Bobby Elliott, Director)

1. Adoption of Villa Rica Zoning Ordinance and Official Zoning Map (Chris Montesinos, Deputy Director)

K. 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.)

L. Adjournment



Planning & Zoning

Community Development Department

VA-02-20

Council Ward: 3

Planning Board Member: Tom Flowers

City Council Member: Leslie McPherson

Public Hearing Dates

City Council: August 11th, 2020

Request: Two Variances to encroach into the front yard setback by 20' on W. Industrial Court (5' setback proposed, whereas 25' required), and to construct multiple principal structures on the same lot (4 total buildings are proposed for the lot; whereas 1 principal structure is permitted per lot as per ordinance).



Applicant: Wayne Dewell
International Component Repair
4121 High Point Ct
Villa Rica, Ga 30180

Acres: 9.93+/- acres
Current Land Use: Industrial (Warehousing)
Future Land Use: Industrial &
Conservation/Open Space

Parcel Number(s): V03 0100020 & V03 0100059

Location: 330 W. Industrial Ct., in Land Lot 190 of the 6th District in Carroll County.

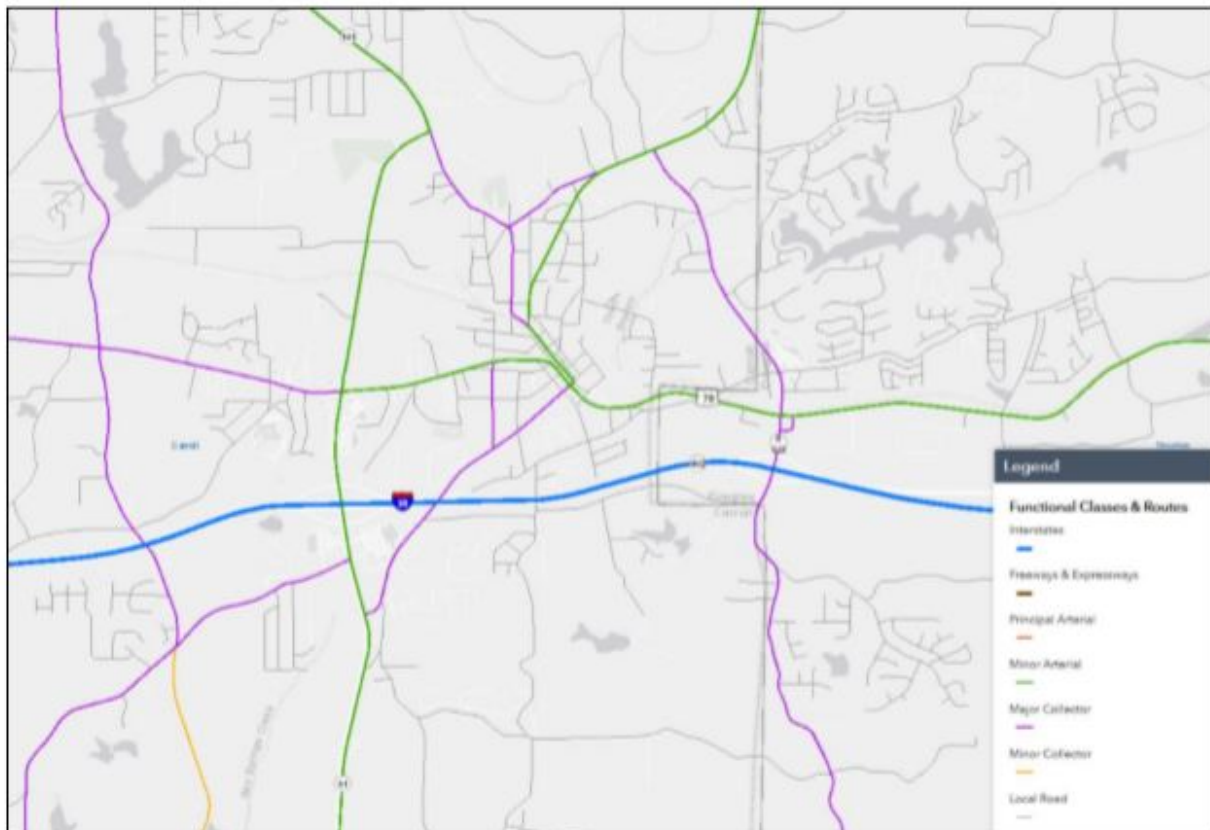
Project Description:

The applicant is request two variances from UDC requirements in order to construct three new buildings on the lot, and associated improvements, at their existing location at 330 West Industrial Court in order to meet a growing demand for aeronautical engine repair services. The applicant has purchased the adjacent lot (Parcel V03 0100059) and proposes to merge the lots together. Due to existing site constraints and the need to provide adequate tractor trailer circulation within proposed site conditions, ICR is requesting two variances from the following regulations in the Unified Development Code (UDC):

- Section 1.06A(2)- *“Every building erected or structurally altered after the effective date of this Code shall be located on a lot as defined herein and in no case shall there be more than one principal building on one lot except as provided in this Code.”* **Three new buildings, in addition to the existing building, are proposed for the lot, for a total of four buildings.**
- Section 3.04K(3)- General Industrial district Lot Development Standards:

Minimum Lot Size	1 acre
Minimum Lot Width at Front Setback Line	100 feet
Minimum Front Setback	
Local Street	25 feet
Other Street	40 feet
Minimum Side Setback	15 feet
Minimum Side Setback Abutting Street	30 feet
Minimum Setback from Residential Parcel	100 feet

Corner lots in Villa Rica have two front yards on each side adjacent to a public street as per UDC Section 4.01A.4.a(1). 330 W. Industrial Court is directly adjacent to both W. Industrial Court and Georgia Highway 101/61. **A 5' setback is proposed on the W. Industrial Court front yard of the property, whereas a 25' setback from a local street is required.** This necessitates two front yard setback variances.



The adopted Villa Rica Streets Map indicates W. Industrial Court as a Local Road and Industrial Blvd (Hwy 101/61) as a Minor Arterial Road.

Surrounding Properties:

	Current Zoning	Land Use
North	General Industrial (GI)	Industrial
East	General Industrial (GI)	Industrial
South	Norfolk Southern Line (N/A)	Norfolk Southern Line (N/A)
West	General Industrial (GI)	Industrial

Comprehensive Plan:

The applicable property is located in the Industrial Character Area and the Conservation/Open Space Character Area based on the Future Land Use Map. The Comprehensive Plan describes the intent and general characteristics of the Conservation/Open Space Character Area as follows:

Protect environmentally sensitive areas and open space for conservation and passive recreation purposes. Prevent degradation to natural resources in areas that have developed or have the potential to develop. Conservation areas are public or privately-owned properties that are not suitable for development and are intended to be permanently protected for natural area conservation and passive recreation purposes. Open space areas also include parks and undeveloped areas that provide both passive and active recreation opportunities.

The proposed project appears to expand the industrial activities existing on the site into the areas on the property designated Conservation/Open Space on the Future Land Use Map. This expansion does not correspond to the list of primary future land uses proposed in the Comprehensive Plan:

- Undeveloped areas in their natural state; Wetlands
- Passive Parks (environmentally constrained areas)
- Active Parks (areas without environmental constraints)
- Greenways/Trails; Golf course

However, the Industrial Character Area does encourage the use, and the areas of the lot shown as Industrial Character Area are consistent with the list of primary future land uses in the Comprehensive Plan:

- Limited and heavy industrial uses
- Heavy Commercial

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.***

The setback variance, if granted, will set precedent for other "General Industrial"-zoned properties that do not propose to construct within a property's buildable envelope. The UDC indicates in Section 4.01A *Area, Lot, and Height Requirements*, "No building or use shall be erected, converted, enlarged, moved,

or structurally altered except in conformance with the requirements for the district in which such building or use is located. All development shall conform with the requirements shown in *Table 3-2* for area, lot, setbacks, and height, except as provided for planned development in Section 2.03 and in the Water Resources District in Section 3.04.M and the Floodplain Overlay District in Section 3.04.N.”

The properties in question are not located within the Water Resources District or in the Floodplain Overlay District, therefore it is required that they follow any and all bulk regulations the underlining General Industrial Zone requires. The proposal is in conflict of *Table 3-2* (attached). Because of the severity of the front yard variance, and total number of variances sought, staff considers this a considerable deviation from the regulations imposed by the General Industrial zoning category.

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

The current ordinance would prohibit construction of one out of three proposed buildings (Buildings #1 as indicated on the submitted Conceptual Site Plan, dated 6/23/20 and prepared by Hughes-Ray Company, Inc.) in their proposed locations unless the front yard setback variance is granted. All three new buildings would be prevented from being constructed should the principal structure regulation not be lifted.

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

The applicant cannot derive a reasonable use of the property without approval of these variances, as submitted, without re-engineering the site and combining the proposed buildings.

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 these variances will set a precedent for other applications in the General Industrial (GI) zoning category. Any future applicants in the GI Zone may accept this approval as a general standard that can be applied to their properties with an expectation of approval. The severity of the front yard setback variance is particularly concerning should it be approved because of the extent of the variation from the UDC standard compared to the proposed setback.

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

Granting the variances will not be detrimental to any adjacent properties or the area. Parcel V03 0100059, which was recently purchased by the applicant and will be merged with V03 0100020, acts as a buffer on the western side of the property from the next property. The property across W. Industrial Court has an active application before the City Council for a Special Use Application to construct a truck stop. This application is not expected to adversely the truck stop should it be approved.

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

Granting the variances will not be detrimental to the public health, safety, or welfare. The previous variance request by the applicant in 2019 was for a stream encroachment that is no longer required with the current application. This is an

improvement over the previous request as there is no longer an impact on sensitive environmental areas and streams in those areas and they will no longer be impacted.

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 variance requests is due to circumstances created by the applicant.

Staff Comments:

The applicant is requesting two variances for front yard setbacks and the total principal structures on the lot. The property owner proposes to construct three buildings on the lot to expand their business as the current building on the lot has reached capacity.

The applicant submitted an application in 2019 for a variance for an encroachment into the 75' impervious stream buffer that the city's ordinance requires of all structures to abide by. While this variance was approved, the applicant has since changed the layout of the site considerably in order to locate all buildings outside of the stream buffers. The 2019 variance will no longer be utilized.

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 24th, 2020; a sign has been posted on the subject properties; and all abutting property owners have received notification via regular and certified mail.

Public Response:

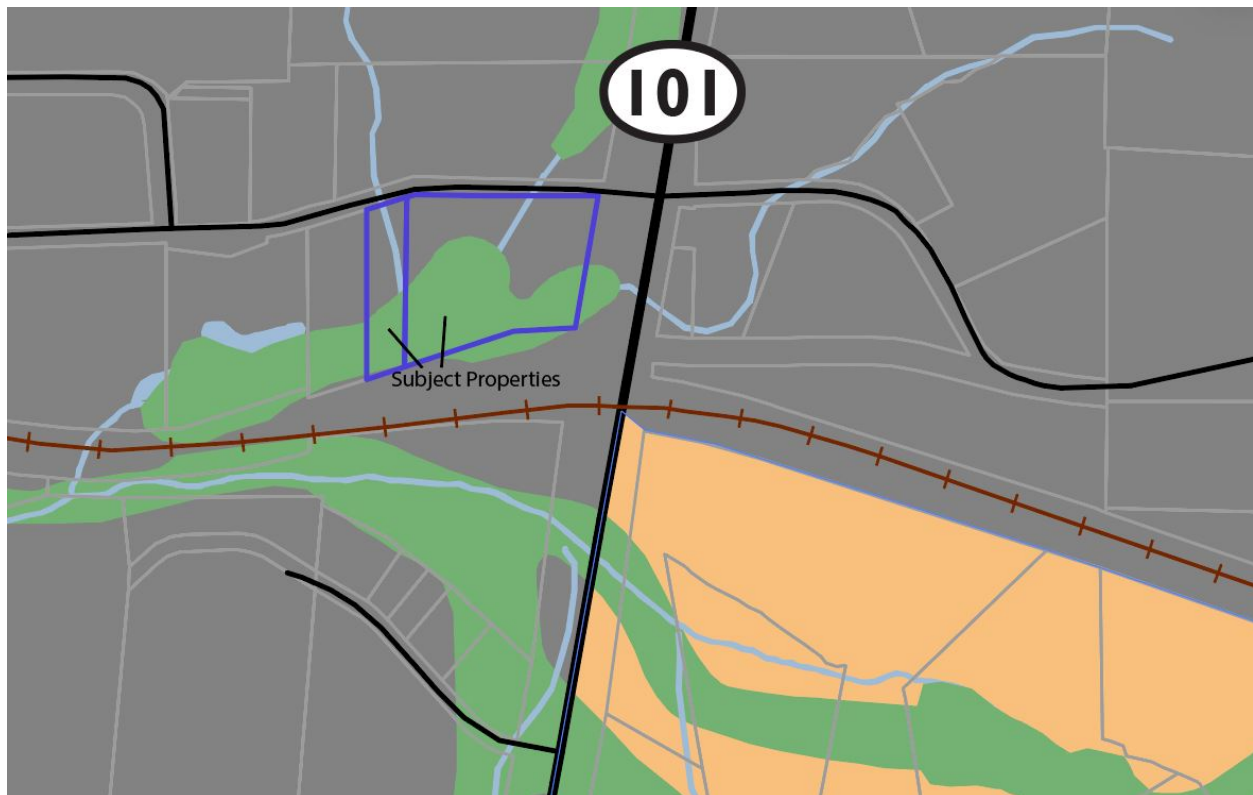
In response to the public notifications, residents within the surrounding neighborhoods have not contacted the City at the time of this staff report.

Ronald Johnson, Planning and Zoning Specialist
Department of Community Development

Attachments:

1. Application
2. Intent to Purchase Agreement
3. Conceptual Site Plan
4. Property Survey
5. Applicant Statement
6. Table 3-2

Future Development Map:



CHARACTER AREAS

	CONSERVATION / OPEN SPACE
	TRADITIONAL NEIGHBORHOOD
	SUBURBAN NEIGHBORHOOD
	URBAN VILLAGE
	SUBURBAN VILLAGE
	COMMUNITY CROSSROADS
	I-20 GATEWAY
	COMMERCIAL CORRIDOR

ACTIVITY CENTERS

	DOWNTOWN
	INDUSTRIAL
	COMMERCIAL
	MEDICAL
	PROPOSED GREENWAY TRAIL
	PROPOSED ROAD PROJECTS
	URBAN GROWTH AREA
	CITY BOUNDARY





**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: 6/23/20

APPLICANT

Applicant Name: Wayne Dewell
Address: 330 W. Industrial Ct. **City:** Villa Rica **State:** GA **Zip:** 30180
Phone: (770) 595-2930 **Fax:** () - **Email:** wdewell@icrr25x.com
Agent Name: _____
Address: _____ **City:** _____ **State:** _____ **Zip:** _____
Phone: () - **Fax:** () - **Email:** _____
Owner Name (If different from applicant): _____
Address: _____ **City:** _____ **State:** _____ **Zip:** _____
Phone: () - **Fax:** () - **Email:** _____

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

VARIANCE OR APPEAL INFORMATION

Address of Variance or Appeal Location: 330 W. Industrial Ct.
Villa Rica, GA 30180

I, Wayne Dewell, 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

6/23/20
Date



CASE # _____
VARIANCE/APPEAL

Required Materials to Accompany the Application

The Community Development Manager may waive informational requirements upon finding that the information is not required to determine compliance with UDC requirements.

Variance:

1. Copy of deed, lease, option agreement or other evidence of ownership or applicant's interest in the property. If the applicant is not the owner, attach a notarized statement signed by the owner authorizing the applicant to request the amendment.
2. A site plan demonstrating the requested variance, showing the affected property, adjacent property, zoning and existing land use;
3. A statement of why the variance is necessary;
4. A statement as to how the applicant's request satisfies each required finding;
5. A listing of the owners of property within 250 feet of the subject property and the mailing addresses for said owners on file with the County Assessor; and
6. Any other exhibits as may be required by the Community Development Manager.

Appeals from Staff Determinations:

1. Copy of deed, lease, option agreement or other evidence of ownership or applicant's interest in the property. If the applicant is not the owner, attach a notarized statement signed by the owner authorizing the applicant to request the amendment;
2. A statement as to why the applicant believes the Staff's determination is contrary to the intent and requirements of the Code; and
3. Any other exhibits as may be required by the Community Development Manager.

Return Form to:
Planning & Zoning
Office of Community Development
City of Villa Rica
571 West Bankhead
Villa Rica, GA 30180

678.785.1004 (T)
770.459.7003 (F)

For Department Use Only

Case No: _____

Filing Fee: _____

Date Received: _____

Pre-Application Conf: _____

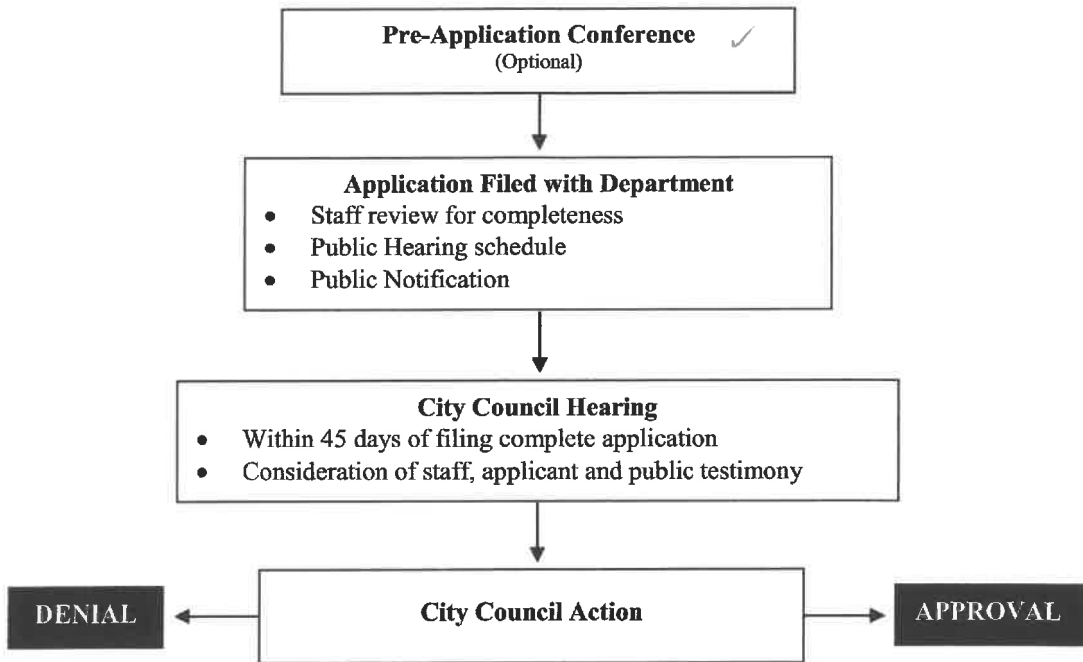
Staff Comments/Findings: _____

Action and Date: _____



CASE # _____
VARIANCE/APPEAL

PROCESS



269038

BK PG
4964 300

PT-61-022-2011-003596

CARROLL COUNTY, GEORGIA

REAL ESTATE

TRANSFER TAX PAID \$ 0INTANGIBLE TAX PAID \$ 0DATE 8-11-11*Alan J. Lee*
CLERK OF SUPERIOR COURT

Return Recorded Document to:

C.S. Vaughn, LLC
418 Westview Drive
Villa Rica, GA 30180

QUITCLAIM DEED

STATE OF GEORGIA
COUNTY OF Carroll

FILE #: 13808-11

FILED
GA. CARROLL COUNTY
CLERK OF SUPERIOR COURT

11 AUG 11 PM 2:29

Alan J. Lee
CLERK OF SUPERIOR COURT
CARROLL COUNTY GEORGIA

THIS INDENTURE, Made the 5th day of August, 2011, between S. WAYNE DEWELL of the County of Carroll, and the State of Georgia, as party or parties of the first part, hereinafter called Grantor, and 330 INDUSTRIAL COURT, LLC of the County of Carroll, and 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 hereby remise, convey and forever **QUITCLAIM** unto the said Grantee,

All that tract or parcel of land lying and being in Land Lot 190 of the 6th Land District, City of Villa Rica, Carroll County, Georgia, containing approximately 7.93 acres as described on that certain plat of survey entitled "ALTA/ACSM Land Title Survey for 330 Industrial Court, LLC," dated 7/25/2011, prepared by Civil Solutions Engineering and Land Surveying, Certified by Gregory Jack Dewberry, GRLS# 2930, and recorded with the Clerk of Superior Court of Carroll County, Georgia at Plat Book 97, Page 62. A more detailed description of the metes and bounds, courses and distances are as follows, to wit:

BEGIN at an iron pin located where the Southern right of way of Industrial Court West (having a 60' Right of way) interest with the Western Right of way of Georgia Highway 101 (aka Industrial Boulevard) (having a 300' Right of way) and run the following courses and distances:

Run S10°00'21"W, along the right of way of Georgia Highway 101 (aka Industrial Boulevard) a distance of 470.74' to an iron pin found; Thence run S86°07'19"W a distance of 223.66' to an iron pin set; Thence run S71°57'50"W a distance of 418.96' to an iron pin set; Thence run N00°52'23"E a distance of 617.29' to an iron pin found on the Right of Way of Industrial Court West (60' R/W); Thence continuing along the right of way of said Industrial Court West, following the curvature thereof, N84°35'37"E, (the arc of which is subtended by a chord for a bearing of a distance of 120.16') a distance of 120.25' to an iron pin found; Thence, continuing along said right of way, run S87°59'28"E a distance of 574.63' to an iron pin set and the **TRUE POINT OF BEGINNING**.

The within described property being the same property as described in that certain Limited Warranty Deed dated November 3rd, 2006 between David R. Schoerner, individually and d/b/a Schoerner Enterprises, Dene M. Schoerner, individually and d/b/a Schoerner Enterprises, and Phillip E. Kauffman to Four Corners Realty, LLC at Deed Book 3885, Page 74, Carroll County, Georgia Records.

TO HAVE AND TO HOLD the said described 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 right to title to said premises or appurtenances, or any rights thereof.

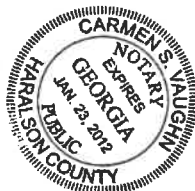
IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year first above written.

Signed, sealed and delivered in the presence of:

S. Wayne Dewell (Seal)
S. Wayne Dewell

(Unofficial witness)

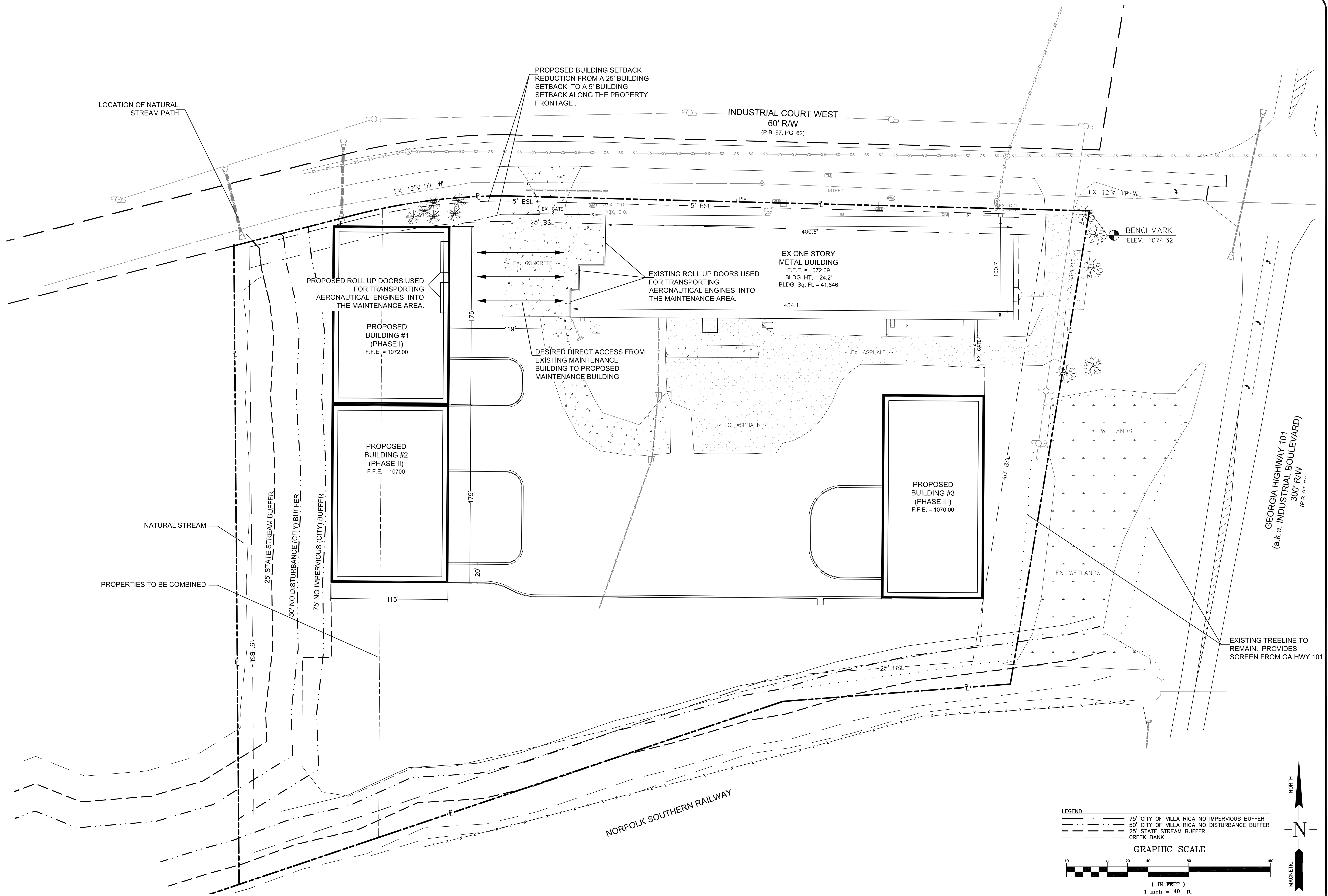
Carmen S. Vaughn
(Notary Public)



RECORDED

AUG 12 2011

Alan J. Lee, Clerk





**ENGINEERS | SURVEYORS
LANDSCAPE ARCHITECTS**

6554 E. CHURCH ST. DOUGLASVILLE, GA 30134
TEL: 770.942.0196 | FAX: 770.942.0152
www.HughesRay.com

June 23, 2020

Community Development Manager
Office of Community Development
571 West Bankhead
Villa Rica, GA 30180
(678) 785-1004

RE: H19112 International Component Repair Building Setback Variance

To whom it may concern,

International Component Repair (ICR) is proposing to construct three new buildings at its existing site located at 330 West Industrial Court in order to meet a growing demand for aeronautical engine repair services. ICR is requesting two variances from the City of Villa Rica.

1. Due to the location of the existing service building and to help provide ease of access from the existing building to the proposed buildings, ICR is requesting a variance from the City of Villa Rica to decrease the building setback along the property frontage from a 25' building setback to a 5' building setback. The existing service building contains roll up doors that are used to transport aeronautical engines into and out of the building. The proposed building labeled as Building 1 on the conceptual site plan will also have roll up doors similar to the existing building. Due to the immense size and weight of the aeronautical engines our client would like to limit the distance between the two roll up doors and provide direct unobstructed access. A 5' building setback along the property frontage would allow the proposed building to be aligned with the existing building as shown on the attached conceptual site plan. Please note that the existing service building that exist on the property today ranges from 5'-10' from the property line. It is my client's opinion that there would be zero negative impact due to us aligning with the existing conditions.
2. ICR provides a wide range of services on aeronautical engines for multiple airlines around the work and the opportunity to segregate such duties will provide an organizational benefit both for laboring staff and management. It is for the above reason that ICR is seeking variance from Section 1.06A(2) of the UDO that only allows a single building per lot.

It is important to note that the above variance items will have no effect on the stream located on the western boundary of the property and that all buffers associated with this stream will be adhered to. If the variances mentioned above are approved the variance to allow 650 ft. of stream buffer encroachment that was approved on 6/25/19 by City Council shall be forfeited.

Should you have any questions or require additional information, please feel free to contact me via email or phone.

Sincerely,

Taylor Pounds, RLA
tpounds@hughesray.com
770-942-0196

Summary

Parcel Number V03 0100059
Location Address W INDUSTRIAL CT
Legal Description V/2AC INDUSTRIAL CT W V14
(Note: Not to be used on legal documents)
Class I3-Industrial
(Note: This is for tax purposes only. Not to be used for zoning.)
Tax District VILLA RICA (District 03)
Millage Rate 32.315
Acres 2
Homestead Exemption No (S0)
Landlot/District 190 / 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

FHLUG LEROY L
 814 DALLAS HWY
 VILLA RICA, GA 30180

Tax Commissioner Link

[Click here for tax information.](#)

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Industrial	Ind-Industrial Court	Acres	87,120	0	0	2	0

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
12/30/2016	5518 700		\$30,000	Land Market Sale	HEAD BARRY W & BRENDA T (JTRS)	FHLUG LEROY L
1/15/2004	2585 263		\$120,000	Land Market Sale	SCHOERNER DAVID R & DENE ETAL	HEAD BARRY W & BRENDA T (JTRS)

Valuation

	2018	2017	2016	2015
Previous Value	\$30,000	\$60,000	\$60,000	\$60,000
Land Value	\$75,000	\$30,000	\$60,000	\$60,000
+ Improvement Value	\$0	\$0	\$0	\$0
+ Accessory Value	\$0	\$0	\$0	\$0
= Current Value	\$75,000	\$30,000	\$60,000	\$60,000

Photos



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

The Carroll County Tax Assessors 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: 6/3/2019, 7:19:05 AM

Version 2.2.22



Summary

Parcel Number	V03 0100044
Location Address	500 W INDUSTRIAL CT
Legal Description	IND BLDG/7AC INDUSTRIAL CT W VR13 (Note: Not to be used on legal documents)
Class	I4-Industrial (Note: This is for tax purposes only. Not to be used for zoning.)
Tax District	VILLA RICA (District 03)
Millage Rate	32.315
Acres	7
Homestead Exemption	No (S0)
Landlot/District	189 / 06
Water	Public
Sewer	Public Sewer
Electric	Electricity
Gas	Pipe Gas
Topography	Level
Drainage	Good
Road Class	City
Parcel Road Access	Paved



[View Map](#)

Owner

LEUCO HENDERSON LLC
500 INDUSTRIAL COURT WEST
VILLA RICA, GA 30180

Tax Commissioner Link

[Click here for tax information.](#)

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Industrial	Ind-Industrial Court	Acres	108,900	0	0	7	0

Commercial Improvement Information

Description	Inds Light MFG-Avg
Value	\$541,229
Actual Year Built	1986
Effective Year Built	1998
Square Feet	22500
Wall Height	16
Wall Frames	Steel
Exterior Wall	Galvanized Metal
Roof Cover	Galvanized Metal
Interior Walls	Unfinished
Floor Construction	Reinforced Concrete
Floor Finish	Concrete
Ceiling Finish	No Ceiling
Lighting	Standard F.F.
Heating	Cent. Htg. & A.C.
Number of Buildings	1

Description	Office-Avg
Value	
Actual Year Built	2018
Effective Year Built	
Square Feet	3538
Wall Height	10
Wall Frames	
Exterior Wall	
Roof Cover	
Interior Walls	
Floor Construction	
Floor Finish	
Ceiling Finish	
Lighting	
Heating	

Number of Buildings 1

Description Office-Avg
Value
Actual Year Built 2018
Effective Year Built
Square Feet 4348
Wall Height 16
Wall Frames
Exterior Wall
Roof Cover
Interior Walls
Floor Construction
Floor Finish
Ceiling Finish
Lighting
Heating
Number of Buildings 1

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Garage: Prefab Metal	2017	20x20 / 0	0	\$3,136
Utility Bldg/Shed	2016	10x12 / 0	0	\$0
Paving: Concrete	2000	0x0 / 28000	0	\$42,000
Garage: Prefab Metal	2000	20x20 / 0	0	\$1,920

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
8/1/1995	883 404		\$700,000	Fair Market Sale		LEUCO HENDERSON LLC
5/18/1995	883 399		\$0	Corrective Deed		500 IND RD WEST
12/24/1986	548 557		\$0	Not Fair Market		500 IND RD WEST

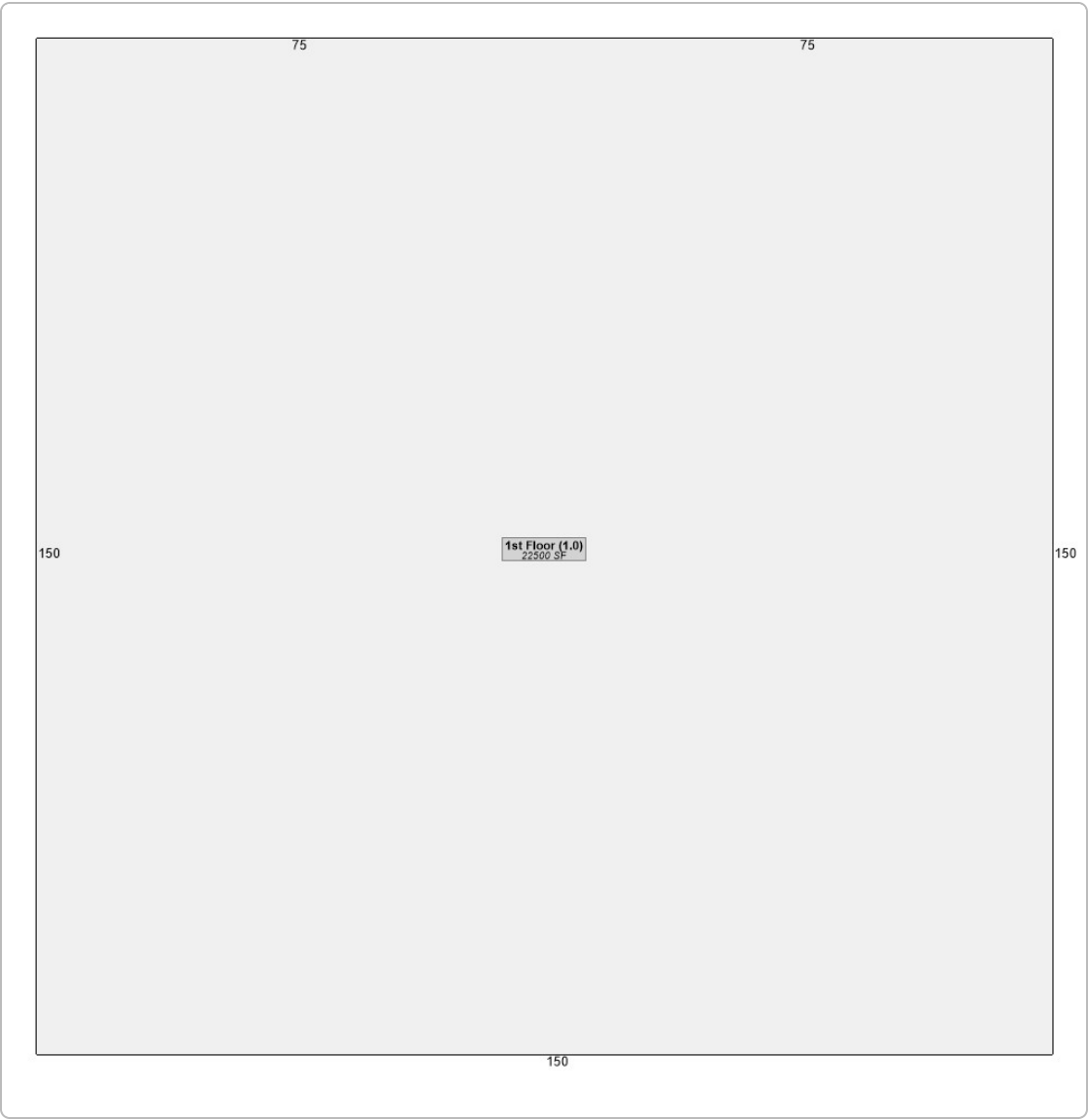
Valuation

	2018	2017	2016	2015
Previous Value	\$791,675	\$439,656	\$439,656	\$439,656
Land Value	\$262,500	\$262,500	\$70,000	\$70,000
+ Improvement Value	\$541,229	\$494,838	\$369,656	\$369,656
+ Accessory Value	\$47,056	\$34,337	\$0	\$0
= Current Value	\$850,785	\$791,675	\$439,656	\$439,656

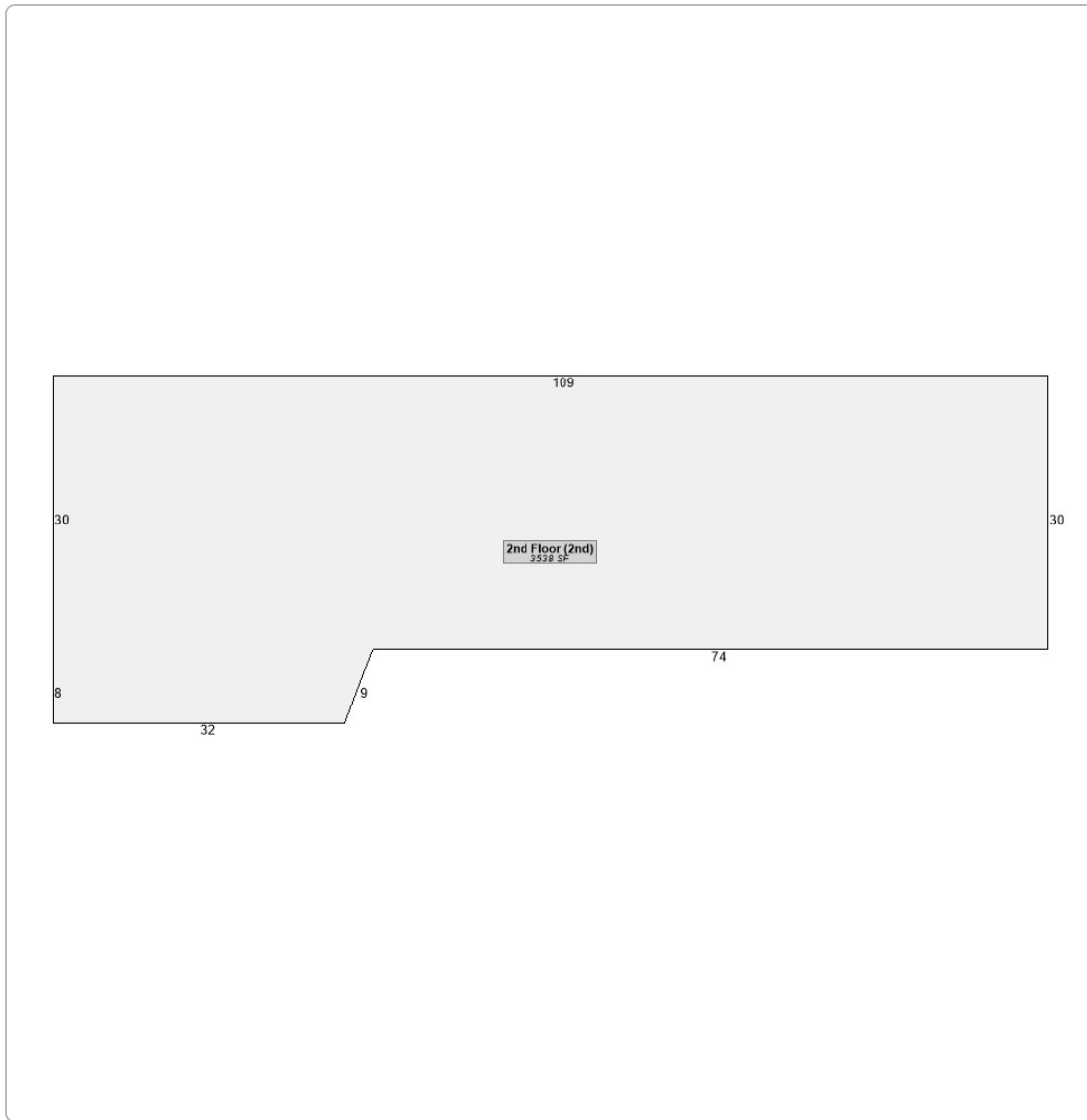
Photos



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 Assessors 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.

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Version 2.2.22

Developed by
 **Schneider**
GEOSPATIAL

Summary

Parcel Number	V03 0100043
Location Address	423 W INDUSTRIAL CT
Legal Description	LEWIS FIRE PROTECTION/3.52AC IND CT W V14 (Note: Not to be used on legal documents)
Class	I3-Industrial (Note: This is for tax purposes only. Not to be used for zoning.)
Tax District	VILLA RICA (District 03)
Millage Rate	32.315
Acres	3.52
Homestead Exemption	No (S0)
Landlot/District	190 / 06
Water	Public
Sewer	Public Sewer
Electric	Electricity
Gas	Pipe Gas
Topography	Level
Drainage	Good
Road Class	City
Parcel Road Access	Paved



[View Map](#)

Owner

LEWIS WALTER H & MARIE L (JTRS)
7089 CEDAR PLACE
VILLA RICA, GA 30180

Tax Commissioner Link

[Click here for tax information.](#)

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Industrial	Ind-Industrial Court	Acres	153,331	0	0	3.52	0

Commercial Improvement Information

Description	Warehouse-Storage-Avg
Value	\$332,287
Actual Year Built	1986
Effective Year Built	2004
Square Feet	12000
Wall Height	14
Wall Frames	Steel
Exterior Wall	Galvanized Metal
Roof Cover	Galvanized Metal
Interior Walls	Unfinished
Floor Construction	Reinforced Concrete
Floor Finish	Concrete
Ceiling Finish	No Ceiling
Lighting	Standard F.F.
Heating	50% Cent. Htg. & A.C. 50% Susp. Heaters
Number of Buildings	1

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Paving: Concrete	2000	0x0 / 7100	0	\$6,177

Permits

Permit Date	Permit Number	Type
06/11/2002	2559	COMM/IND ADDITION

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
7/2/2015	5417 857	29 117	\$32,920	Family/Corp Sale	LEWIS FIRE PROT INC	LEWIS WALTER H & MARIE L (JTRS)
7/24/1986	530 677		\$0	Not Fair Market		LEWIS FIRE PROT INC

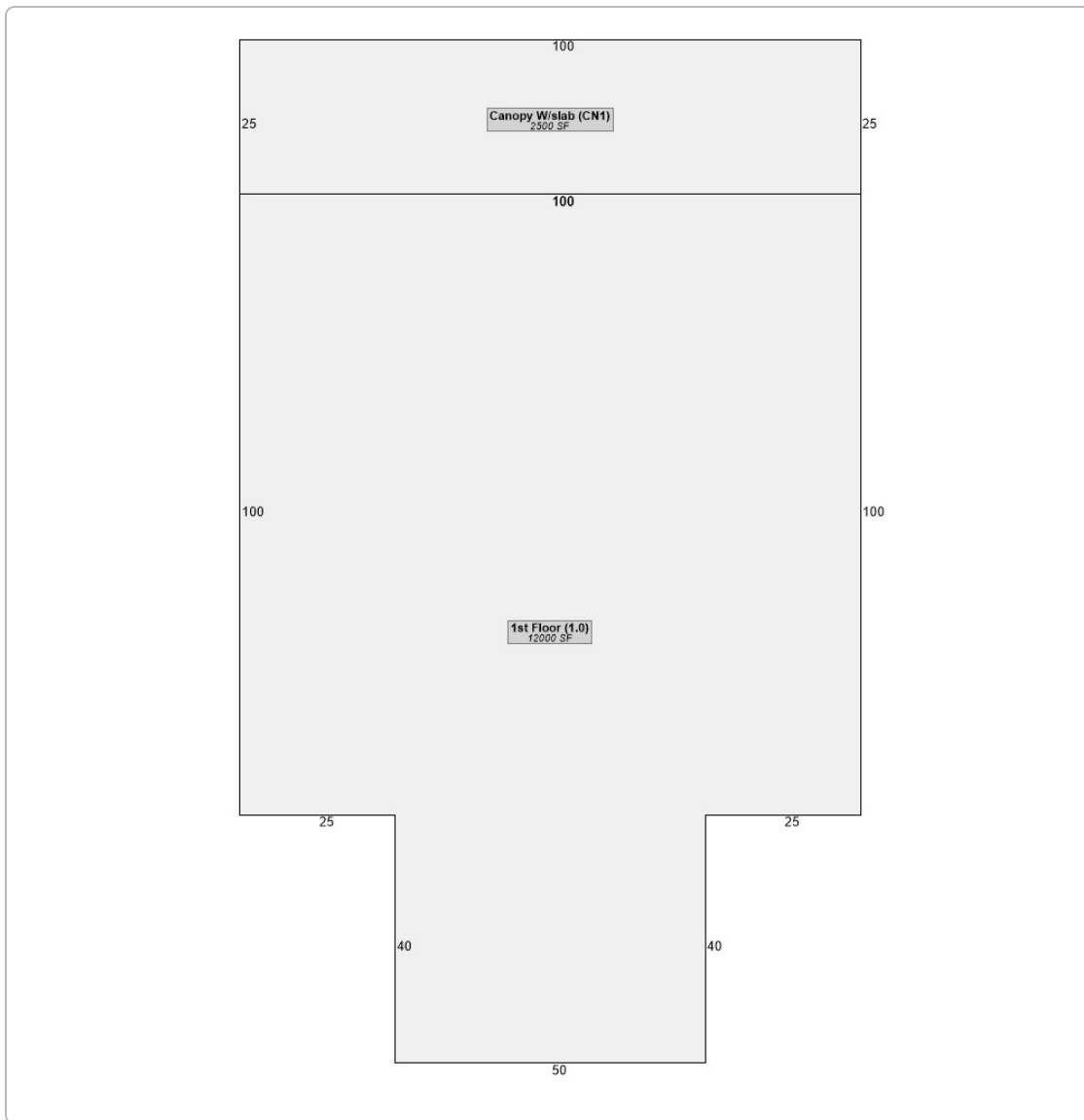
Valuation

	2018	2017	2016	2015
Previous Value	\$474,628	\$333,715	\$333,715	\$333,715
Land Value	\$132,000	\$132,000	\$105,600	\$105,600
+ Improvement Value	\$332,287	\$336,451	\$228,115	\$228,115
+ Accessory Value	\$6,177	\$6,177	\$0	\$0
= Current Value	\$470,464	\$474,628	\$333,715	\$333,715

Photos



Sketches



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Summary

Parcel Number V03 0100037
Location Address W INDUSTRIAL CT
Legal Description V/10AC INDUSTRIAL BLVD VR V9//DEV
(Note: Not to be used on legal documents)
Class I4-Industrial
(Note: This is for tax purposes only. Not to be used for zoning.)
Tax District VILLA RICA (District 03)
Millage Rate 32.315
Acres 10
Homestead Exemption No (S0)
Landlot/District 190 / 06
Water Public
Sewer Public Sewer
Electric Electricity
Gas Pipe Gas
Topography Level
Drainage Good
Road Class City
Parcel Road Access Paved



[View Map](#)

Owner

K & S VENTURES LLC
 173 KILGORE RD STE 201
 CARROLLTON, GA 30116-1899

Tax Commissioner Link

[Click here for tax information.](#)

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Industrial	Ind-Industrial Court	Acres	435,600	0	0	10	0

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
1/10/2010	4866 094	20 240	\$0	Corrective Deed	KAUFFMAN PHILLIP E	KAUFFMAN BARBARA
1/1/2010	4866 096	20 240	\$0	Corrective Deed	KAUFFMAN PHILLIP E	KAUFFMAN BARBARA
1/1/2010	4694 086	18 191	\$0	Family/Corp Sale	KAUFFMAN BARBARA, SCHOERNER DAVID,DENE	K & S VENTURES LLC
1/1/2010	4694 084	18 191	\$0	Part Interest	KAUFFMAN PHILLIP E	KAUFFMAN BARBARA
6/6/1997	983 357		\$1,500,000	Family/Corp Sale	SCHOERNER CORP & KAU	SCHOERNER DAVID R &
3/24/1987	555 554	70 240	\$0	Not Fair Market		SCHOERNER CORP & KAU

Valuation

	2018	2017	2016	2015
Previous Value	\$150,000	\$100,000	\$100,000	\$100,000
Land Value	\$168,750	\$150,000	\$100,000	\$100,000
+ Improvement Value	\$0	\$0	\$0	\$0
+ Accessory Value	\$0	\$0	\$0	\$0
= Current Value	\$168,750	\$150,000	\$100,000	\$100,000

Photos



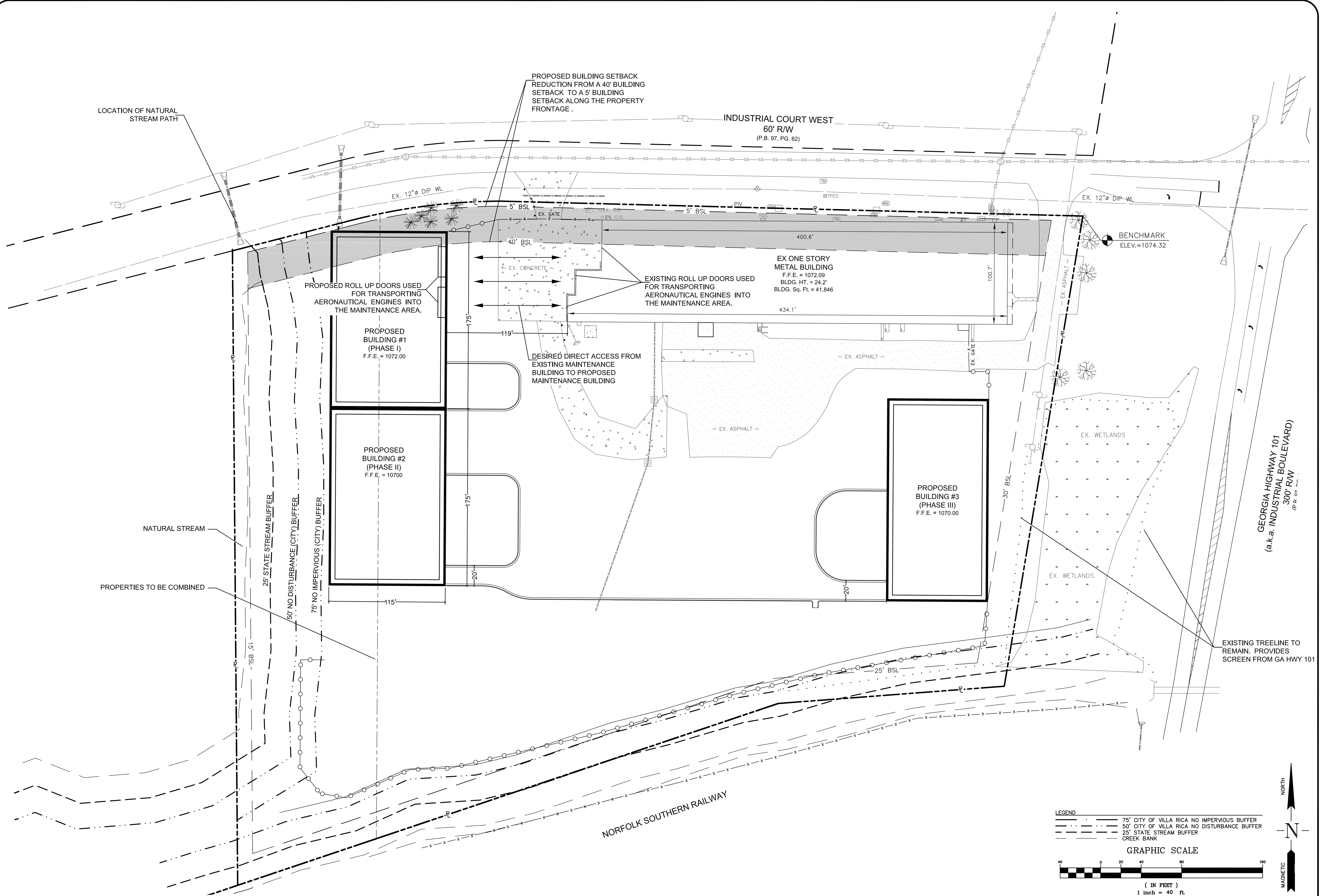
No data available for the following modules: Rural Land, Conservation Use Rural Land, Residential Improvement Information, Commercial Improvement Information, Mobile Homes, Accessory Information, Prebill Mobile Homes, Permits, Sketches.

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Developed by
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**ENGINEERS | SURVEYORS
LANDSCAPE ARCHITECTS**

6554 E. CHURCH ST. DOUGLASVILLE, GA 30134
TEL: 770.942.0196 | FAX: 770.942.0152
www.HughesRay.com

June 23, 2020

Community Development Manager
Office of Community Development
571 West Bankhead
Villa Rica, GA 30180
(678) 785-1004

RE: H19112 International Component Repair Building Setback Variance

To whom it may concern,

International Component Repair (ICR) is proposing to construct three new buildings at its existing site located at 330 West Industrial Court in order to meet a growing demand for aeronautical engine repair services. ICR is requesting two variances from the City of Villa Rica.

1. Due to the location of the existing service building and to help provide ease of access from the existing building to the proposed buildings, ICR is requesting a variance from the City of Villa Rica to decrease the building setback along the property frontage from a 25' building setback to a 5' building setback. The existing service building contains roll up doors that are used to transport aeronautical engines into and out of the building. The proposed building labeled as Building 1 on the conceptual site plan will also have roll up doors similar to the existing building. Due to the immense size and weight of the aeronautical engines our client would like to limit the distance between the two roll up doors and provide direct unobstructed access. A 5' building setback along the property frontage would allow the proposed building to be aligned with the existing building as shown on the attached conceptual site plan. Please note that the existing service building that exist on the property today ranges from 5'-10' from the property line. It is my client's opinion that there would be zero negative impact due to us aligning with the existing conditions.
2. ICR provides a wide range of services on aeronautical engines for multiple airlines around the work and the opportunity to segregate such duties will provide an organizational benefit both for laboring staff and management. It is for the above reason that ICR is seeking variance from Section 1.06A(2) of the UDO that only allows a single building per lot.

It is important to note that the above variance items will have no effect on the stream located on the western boundary of the property and that all buffers associated with this stream will be adhered to. If the variances mentioned above are approved the variance to allow 650 ft. of stream buffer encroachment that was approved on 6/25/19 by City Council shall be forfeited.

Should you have any questions or require additional information, please feel free to contact me via email or phone.

Sincerely,

Taylor Pounds, RLA
tpounds@hughesray.com
770-942-0196

REVISION

DATE:

CONCEPTUAL SITE PLAN
OF

INTERNATIONAL COMPONENT REPAIR, LLC

L.L. 190, 6th DISTRICT
CARROLL COUNTY, GEORGIA

OWNER:
INTERNATIONAL
COMPONENT REPAIR, LLC
330 INDUSTRIAL COURT W.,
VILLA RICA, GA. 30180

DEVELOPER:
SAME AS ABOVE

24 HR. CONTACT:
WAYNE DEWELL
770.459.8862

DATE: 06/23/20
DRAWN BY: BCH
CHECKED BY: HBR

JOB#: H19112

SP

LOCATION OF NATURAL
STREAM PATH

INDUSTRIAL COURT WEST
60' R/W
(P.B. 97, PG. 62)

BENCHMARK
ELEV.=1074.32

EX ONE STORY
METAL BUILDING
F.F.E. = 1072.09
BLDG. HT. = 24.2'
BLDG. Sq. Ft. = 41,846

PROPOSED ROLL UP DOORS USED
FOR TRANSPORTING
AERONAUTICAL ENGINES INTO
THE MAINTENANCE AREA.

PROPOSED
BUILDING #1
(PHASE I)
F.F.E. = 1072.00

PROPOSED
BUILDING #2
(PHASE II)
F.F.E. = 10700

PROPOSED
BUILDING #3
(PHASE III)
F.F.E. = 1070.00

EXISTING ROLL UP DOORS USED
FOR TRANSPORTING
AERONAUTICAL ENGINES INTO
THE MAINTENANCE AREA.

DESIRED DIRECT ACCESS FROM
EXISTING MAINTENANCE
BUILDING TO PROPOSED
MAINTENANCE BUILDING

EX. WETLANDS

EX. WETLANDS

EXISTING TREELINE TO
REMAIN. PROVIDES
SCREEN FROM GA HWY 101

GEORGIA HIGHWAY 101
(a.k.a. INDUSTRIAL BOULEVARD)
300' R/W
IPR 07

NORFOLK SOUTHERN RAILWAY

LEGEND

75' CITY OF VILLA RICA NO IMPERVIOUS BUFFER
50' CITY OF VILLA RICA NO DISTURBANCE BUFFER
25' STATE STREAM BUFFER
CREEK BANK

GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.

NORTH

MAGNETIC



CITY OF VILLA RICA

City Council Packet

SUBJECT Revision to the Alcoholic Beverage Ordinance

CITY COUNCIL AGENDA DATE: August 11, 2020

DATE: July 22, 2020

PREPARED BY: Ronald Johnson, Planning & Zoning Specialist

FISCAL IMPACT: N/A

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: N/A

PURPOSE: To establish parameters, licensing and supplementary regulations for hotels gifting malt beverages in order regulate this activity in the City of Villa Rica.

BACKGROUND: Hotels are currently not permitted to gift alcohol to overnight guests, and interest in doing so has pre-empted the city staff to make changes to the alcohol ordinance to permit such activities upon establishing the appropriate guidelines in order to successfully regulate the issuance of such licenses.

STAFF RECOMMENDATION: Approval

IMPACT: Hotels with more than 50 rooms would be eligible for a license to gift malt beverages to overnight guests, should they meet all supplementary regulations found herein.

MOTION: I make a motion to approve the revision to the Alcoholic Beverage Ordinance to allow for hotels to gift malt beverages to overnight guests.

City of Villa Rica
571 West Bankhead Highway, Villa Rica, Georgia 30180
Telephone: (770) 459-7000; Fax: (770) 459-7003

NOTICE OF PUBLIC HEARING
BY THE MAYOR & CITY COUNCIL
OF THE CITY OF VILLA RICA

Public hearings will be conducted by the City Council on Tuesday, August 11th, 2020 at 6:00PM at the Holt-Bishop Justice Center, Municipal Court Room, 101 Main Street, Villa Rica, Georgia.

Alcoholic Beverage Ordinance Revision:

The City of Villa Rica proposes to revise the city's alcoholic beverage ordinance to include hotel gifting of malt liquor beverages for consumption on premises by overnight guests. The ordinance revision would provide for regulations and parameters for applicable hotels in addition to establishing a new licensing category.

The public is invited to attend the hearings for oral comments, or submit written comments on the subject to the City of Villa Rica, Attention: Villa Rica City Council, 571 West Bankhead Highway, Villa Rica, Georgia 30180, prior to the public hearings. Opponents to the alcohol beverage ordinance revision are required to submit a disclosure report five days before the public hearings. For questions or concerns, call Community Development at 678.840.1238.

Chapter 4 - ALCOHOLIC BEVERAGES^[1]

Footnotes:

--- (1) ---

Editor's note— Ord. No. 22-16-CCO, §§ 1, 2(Att.), adopted Oct. 4, 2016, repealed the former Ch. 4 and enacted a new Ch. 4 as set out herein. The former chapter pertained to similar subject matter and derived from Code 1979, § 9-2-1; Code 1993, §§ 3-1, 3-2; Ord. of 12-1-1998; Ord. of 5-1-1999; Ord. of 5-19-1999; Ord. of 12-5-2000; Ord. of 4-1-2003; Ord. of 12-20-2004; Ord. of 1-4-2005; Ord. No. 12-09-CCO; Ord. No. 08-01-ADM, 2-5-2008; Ord. of 11-14-2011; Ord. No. 01-13-CCO, 4-2-2013; Ord. No. 02-13-CCO, §§ 3-208—3-211, 4-2-2013; Ord. No. 03-14-CCO, §§ 1—3, 9-2-2014; Ord. No. 06-16-CCO, 4-5-2016. See the Code Comparative Table for a detailed analysis.

State Law reference— Use of proceeds of alcoholic beverage tax for prevention, education and treatment, Ga. Const. art. 3, § 9, ¶ 6; Georgia Alcoholic Beverage Code, O.C.G.A. § 3-1-1 et seq.; furnishing to, purchase of or possession by persons under 21 years of age, use of false identification, O.C.G.A. § 3-3-23; public drunkenness, O.C.G.A. § 16-11-41; furnishing alcoholic beverages to persons under 21 years of age, jurisdiction of municipal courts, O.C.G.A. § 36-32-10; treatment of alcoholics and intoxicated persons, O.C.G.A. § 37-8-1 et seq.; driving under the influence of alcohol or drugs, O.C.G.A. § 40-6-391.

ARTICLE I. - IN GENERAL

Sec. 4-1. - 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. Unless a contrary intention is clearly apparent from the context, any term used in this chapter shall have the same meaning as when used in a comparable provision of the Georgia Alcoholic Beverage Code, O.C.G.A. § 3-1-1 et seq.

Alcohol means ethyl alcohol, hydrated oxide of ethyl, or spirits of wine, from whatever source or by whatever process produced.

Alcoholic beverage means and includes all alcohol, malt beverages, distilled spirits, wine and fortified wines defined in this section.

Brewpub means a restaurant in which beer or malt beverages are manufactured or brewed, subject to the barrel production limitation prescribed in O.C.G.A. § 3-5-36 for retail consumption on the premises and solely in draft form. Brewpubs shall be licensed as restaurants as set forth in this chapter.

Brewery means a manufacturer or producer of malt beverages for wholesale off the premises but does not include a brewpub as that term is defined in this section. Typical brewing production is greater than 15,000 barrels per year.

Brown bag establishment means any restaurant, supper club or other establishment providing food or entertainment in the normal course of business, and in which the owners or their agents knowingly allow patrons to bring in and consume the patrons' alcoholic beverages.

Chief of police means the chief of police of the city.

Church means any permanent place of public religious worship.

Craft beer means beer produced by a brewer with an annual production of 6,000,000 barrels or less, and no more than 25 percent of the brewery is owned or controlled by an alcoholic beverage industry member who is not a craft beer brewer.

Designated manager is the primary employee responsible for managing the premises which possesses a license under this chapter.

Distilled spirits means any alcoholic beverage obtained by distillation or containing more than 21 percent alcohol by volume, including, but not limited to, all fortified wines.

Fortified wine means any alcoholic beverage containing more than 21 percent alcohol by volume made from fruits, berries, or grapes either by natural fermentation or by natural fermentation with brandy added. The term "fortified wine" includes, but is not limited to, brandy.

Hotel means any building or other structure kept, used, maintained, advertised and held out to the public to be a place where sleeping accommodations are offered for adequate pay to travelers and transient guests, in which 50 or more rooms are used for the sleeping accommodations of guests, and where the sleeping accommodations are in the same building or in separate buildings or structures used in connection therewith that are on the same premises and are a part of the hotel operation. Guest rooms must have interior accessibility only, with no exterior doorways and no exterior room entry. Motels meeting the qualifications set out herein for hotels shall be classified in the same category as hotels. Extended Stays shall not be considered hotels for the purposes of this chapter.

Interest includes any pecuniary interest and any ownership interest, whether present or future, whole or partial, legal or beneficial, contingent or vested, direct or indirect, and any right, power, or authority of control.

Lounge or banquet room A separate room or area enclosed within a hotel with all booths, stools and tables being open and unobstructed to the view of any other customers in the lounge or the manager thereof.

Licensed premises include not only the room wherein alcoholic beverages are sold or served but also the outdoor area within the property lines as approved by the mayor and council for sales and consumption of alcoholic beverages

Licensee includes an individual licensee and in the case of a partnership or corporation includes both the partnership and corporation and the named licensee.

Majority stockholder means the person, if any, who owns more than 50 percent of the voting stock of a corporation; if no person owns more than 50 percent of the voting stock of a corporation, the majority stockholder is the person owning more of the voting stock than any other person; and if two or more persons each own the same amount of the voting stock of a corporation and each own more of the voting stock than any other person, then any one of such persons may act as the majority stockholder.

Malt beverage means any alcoholic beverage obtained by the fermentation of any infusion or decoction of barley, malt, hops, or any other similar product, or any combination of such products in water, containing not more than six percent alcohol by volume and including ale, porter, brown, stout, lager beer, small beer, and strong beer. The term does not include sake, known as Japanese rice wine.

Microbrewery means a manufacturer or producer of malt beverages for wholesale off the premises limited to no more than 15,000 barrels per year.

Mixed drink means any distilled spirits served for consumption on the premises, whether or not diluted by water or any other substance.

Named licensee means the person acting as such for a partnership or corporation pursuant to section 4-26.

Nanobrewery means a manufacturer or producer of malt beverages for wholesale off the premises limited to no more than 2000 barrels per year.

Package means a bottle, can, keg, barrel, or other original consumer container.

Wholesaler or *wholesale dealer* means any person who sells alcoholic beverages to other wholesale dealers, to retail dealers, or to retail consumption dealers.

Wine means any alcoholic beverage containing not more than 21 percent alcohol by volume made from fruits, berries, or grapes either by natural fermentation or by natural fermentation with brandy added. The term "wine" includes, but is not limited to, all sparkling wines, champagnes, combinations of such beverages, vermouths, special natural wines, rectified wines, and like products. The term "wine" does not include cooking wine mixed with salt or other ingredients so as to render it unfit for human consumption as a beverage. A liquid shall first be deemed to be a wine at that point in the manufacturing process when it conforms to the definition of wine contained herein.

Wine and craft beer boutique means an establishment selling Georgia wine products and other fine wines and craft beer under a limited pouring license by the taste, drink, original package or growler for the purposes of promoting tourism in certain designated areas of the city.

Unless a contrary intention is clearly apparent from the context, any term used in this chapter shall have the same meaning as when used in a comparable provision of the Georgia Alcoholic Beverage Code, O.C.G.A. § 3-1-1 et seq.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-2. - Penalty.

Any person who violates any provision of this chapter shall upon conviction be punished as provided in section 1-8. Any such punishment, if imposed, shall be in addition to and not in lieu of any license suspension or revocation under this chapter.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-3. - Confidentiality of information.

For the purpose of protecting the individual business interests or the person making returns as provided for in sections 4-104 and 4-206, the city licensing authorities shall treat such returns as being of a strictly confidential nature and will not divulge such information unless called for by a court order and/or for city, county, state or federal tax purposes. Any clerks and/or city personnel found guilty of violating such confidence shall be subject to disciplinary action at the discretion of the city manager.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Secs. 4-4—4-24. - Reserved.

ARTICLE II. - LICENSING

Sec. 4-25. - Required, classifications, fee, duration.

- (a) *Required.* It shall be unlawful for any person to sell or offer for sale any alcoholic beverages within the city except under a valid license issued under this chapter and in compliance with the provisions of this article.
- (b) *Classification, fee.* Classes of licenses issued under this chapter, activities permitted and regulated thereunder, and the annual license fees, shall be as follows:
 - (1) *Retail package licenses.*
 - a. Package malt beverage license: retail sale of malt beverages in the original package, \$200.00.
 - b. Package wine license: retail sale of wine in the original package, \$100.00.

(2) *Retail consumption on the premises licenses.*

- a. Distilled spirits, wine, and malt beverages pouring license restaurant: retail sale of distilled spirits, wine, and malt beverages by the drink, \$3,500.00.
- b. Wine and malt beverage pouring license restaurant: retail sale of wine and malt beverages by the drink, \$500.00.
- c. Distilled spirits, wine, and malt beverages pouring license supper club as defined in section 4-203: retail sale of distilled spirits, wine and malt beverages by the drink, \$5,000.00.
- d. Wine and malt beverage pouring license supper club as defined in section 4-203: retail sale of wine and malt beverages by the drink, \$3,000.00.
- e. Distilled spirits, wine and malt beverages pouring license, private club as defined in section 4-204: retail sale of distilled spirits, wine and malt beverages by the drink, \$3,500.00.
- f. Wine and malt beverage pouring license private club as defined in section 4-204: retail sale of wine and malt beverages by the drink, \$500.00.
- g. Ancillary growler license: \$200.00.
- h. Limited pouring license wine and craft beer boutique as defined in section 4-205; retail sale of wine and craft beer by the drink, \$500.00.

i. Malt beverage gifting license for consumption, hotel as defined in section 4-205.2; gifting of malt beverages by the drink, \$1,000.00.

(3) *Wholesale licenses.* Resident wholesale dealer's license, wholesale of distilled spirits, wine, and malt beverages by a wholesale dealer having a place of business in the city, \$5,000.00.

(4) Brewery License: \$1000.00

- (c) *Duration, proration.* All licenses issued under this chapter shall be issued on a calendar-year basis; and all licenses shall expire at 12:00 midnight on December 31 of the year in which they are issued. The license fees set forth in this section shall be prorated on a 12-month basis, so that the license fee for a partial calendar year shall reflect only those months for which the license actually is issued. For example, the fee for a license issued in January shall be the entire annual fee set forth in this section; the fee for a license issued in February shall be 11/12 of said annual fee; the fee for a license issued in March shall be 10/12 of said annual fee; and so on. Notwithstanding the month in which a license is issued, the license shall still expire at the time and date set forth above.

- (d) *Application fees.* Each application for a license under this chapter shall be accompanied by a nonrefundable application fee in the following amount:

- (1) Package malt beverage license, \$100.00.
- (2) Package wine license, \$100.00.
- (3) Distilled spirits, wine and malt beverages pouring license restaurant, \$100.00.
- (4) Wine and malt beverage pouring license restaurant, \$100.00.
- (5) Distilled spirits, wine and malt beverages pouring license supper club, \$500.00.
- (6) Wine and malt beverage pouring license supper club, \$500.00.
- (7) Resident wholesale dealer's license, \$500.00.
- (8) Distilled spirits, wine and malt beverages pouring license private club, \$500.00.
- (9) Wine and malt beverage pouring license private club, \$500.00.
- (10) Limited pouring license wine and craft beer boutique, \$100.00.
- (11) Ancillary growler license: \$100.00.

(12) Brewery: \$500.00

(13) Hotel, giving complementary drink tickets, not for sale to the public: \$500.00

- (e) *Payment of fees.* Application fees shall be paid at the time the application is filed and shall not be refunded under any circumstances. An applicant may pay the annual license fee at the time that the application is filed; and in such event the annual license fee shall be refunded if the license applied for is not issued. If the annual license fee is not paid at the time of application, the annual license fee shall be paid prior to the issuance of the license by the mayor and council and no later than 14 days after notification of approval of the license by the mayor and council.
- (f) For any new license granted hereunder prior to June 30 of each year, the licensee shall pay the full annual license fee.
- (g) For any new license granted hereunder after July 1 of each year, the license fee shall be reduced by one-half.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-26. - Procedure for issuance.

- (a) A license issued to an individual under this article 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 or a designated manager of the premises who shall be named licensee. A license issued to a corporation having as its principal business the sale of alcoholic beverages (wholesaler or brewery) shall be issued in the name of the corporation and in the name of the designated manager of the premises who 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 designated manager of the premises who shall be the named licensee.
- (b) In the case of a corporation having as its principal business the sale of alcoholic beverages (wholesaler or brewery), officer or designated manager of the corporation shall join as applicants for the license; and each such person must meet the qualifications of an individual licensee, as provided in section 4-27 except for the residency requirement which shall be required only for the named licensee.
- (c) In the case of a corporation having as its principal business an activity other than the sale of alcoholic beverages, the officer or designated manager who is to be the named licensee shall be the applicant and must meet the qualifications of an individual licensee, as provided in section 4-27, provided, however, that the mayor and council may require the fingerprinting and investigation of officers and shareholders of the corporation if it deems it necessary in making its investigation.
- (d) In the case of a partnership, each partner shall be responsible for the actions of the named licensee and the conduct of the licensed business. In the case of a corporation, the corporation shall be responsible for the actions of the named licensee and the conduct of the licensed business.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-27. - Qualifications.

- (a) A licensee must be at least 21 years of age, of good moral character and a citizen of the United States.
- (b) A licensee shall not have been convicted of any felony, any misdemeanor involving moral turpitude, or any criminal offense related to gambling, payment of taxes, sale of alcoholic beverages, DUI, or violation of the Georgia Controlled Substances Act within the past ten years. A licensee shall not

have been convicted of any other misdemeanor or violation of a city ordinance, excluding minor traffic offenses, within the past six years. This subsection shall apply with respect to the laws of this state, other states, the United States, and other countries. A plea of nolo contendere or the forfeiture of a bond shall be considered a conviction for purposes of this subsection. The mayor and council may, at its discretion, waive the conviction of a misdemeanor for purposes of this subsection if the mayor and council determine that the misdemeanor does not have a bearing on the applicant's fitness for a license.

- (c) A licensee shall not have been denied or had revoked, within the seven years preceding his application, any license to sell alcoholic beverages issued by any governmental entity.
- (d) A licensee shall be the owner of the premises to be licensed or the holder of a lease thereon for substantially the same period to be covered by the license.
- (e) Any person having two convictions for selling alcohol to a minor within a three-year period shall not be eligible for a license.
- (f) No license for the sale of alcoholic beverages by the drink for consumption on the premises shall be issued to any applicant who does not meet the requirements of a private club, restaurant, supper club, brewery, hotel or wine and craft beer boutique.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-28. - Application.

- (a) Forms, contents. All applications for licenses shall be made upon application forms provided by the mayor and council. 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 this chapter. 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 application shall include, in addition to all other application fees, a certified check or money order in the amount charged by the state bureau of investigation made payable to the state bureau of investigation to cover the cost of fingerprinting analysis and investigation.
- (b) 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.
- (c) Each application shall be accompanied by:
 - (1) In the case of a partnership, a copy of the partnership agreement;
 - (2) In the case of a corporation, a copy of the articles of incorporation; and
 - (3) 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 section 4-70.
- (d) When a license application is for premises not yet constructed or not yet completed, a license may be issued if the application includes the plans for the premises and a surveyor's stamped certificate clearly showing that the premises will, when completed, meet all applicable requirements of section 4-70.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-29. - Investigation; hearing.

- (a) A copy of each application for a license under this article shall be referred within two business days after filing to the police department. The police department shall make a thorough investigation concerning any applicants hereunder if individuals, and the officers and the designated agent or manager, if the applicant is a corporation, and shall submit the results of the investigation promptly to the mayor and council.
- (b) No application for an original license shall be considered by the city manager until after a public hearing has been held thereon by the mayor and council, after notice as provided in subsections (c) and (d) of this section.
- (c) The applicant for an original license shall, at his own expense, post on the premises to be licensed a notice. The notice shall be posted for at least 15 days prior to the date of the hearing.
 - (1) The notice shall be on a board or metal sign having a surface of not less than 12 square feet.
 - (2) The sign shall include the following:
 - a. That an application for a license to sell alcoholic beverages on the premises has been filed with the city;
 - b. The type of license applied for;
 - c. The time and place of the public hearing to be held on such license application,
 - d. The name of the proposed licensee; and
 - e. The name and telephone number of the city staff member where additional information may be obtained.
 - (3) Such sign shall be placed at least three feet above the ground and facing the most traveled street.
- (d) The applicant for an original license shall at his own expense publish in the official legal organ of the county at least 15 days prior to the hearing, a notice containing the same information as required in the posted notice under subsection (c) of this section. This notice shall be printed in letters no smaller than ten-point capital and lower case with at least a one-inch, two-column arrangement.
- (e) Prior to the date of the hearing, the applicant shall furnish to the mayor and council a copy of the advertisement required by subsection (d) of this section and a sworn statement of the size of, location of, and information on the sign required by subsection (c) of this section.
- (f) The mayor and council may require additional investigations, reports and information from city departments and other public agencies as may be deemed necessary to evaluate compliance with the provisions of this article.
- (g) Following the filling of a complete application, the submission of the police department's report and any other reports deemed necessary by the mayor and council, the notice and advertisement required by subsections (c) and (d) of this section, and the public hearing required by subsection (b) of this section, the mayor and council shall act on the application after considering the standards and guidelines set forth in section 4-38.
- (h) Any applicant aggrieved by the decision of the mayor and council regarding a license application may request that the mayor and council reconsider its decision after another hearing in which the applicant shall have the opportunity to present evidence and cross examine opposing witnesses. Such request for reconsideration must be in writing and must be made within 30 days of the date of the decision prompting such request.
- (i) Any person making a false statement in any application for a license, or false statement in connection with renewal thereof, shall be guilty of an offense and punished as provided by state law

relating to false swearing; and further, a license if previously granted or renewed, may be revoked for the violation. It shall be an offense for any person to give other than the true and correct legal name of the intended licensee; and a conviction for violation thereof shall be punished as provided for in this chapter.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-30. - Renewals.

- (a) Except as otherwise provided in this chapter, applications for renewal of licenses shall be made and considered in the same manner as applications for original licenses.
- (b) No fingerprints shall be required in the case of an application for renewals.
- (c) No posting of premises and publication of notice by the applicant shall be required in the case of an application for renewal.
- (d) An application for renewal may, if such is the case, be in the form of a sworn and notarized statement by the named licensee, on a form provided by the city manager, stating that there have been no changes in any of the information contained in the original application. If there have been any such changes, the application for renewal shall be in the same form as an original application.
- (e) An application for renewal shall be filed during the month of October. If an existing licensee fails to file for renewal during the month of October, then the licensee shall be required to make application as for an original license. Existing licensees whose renewal application is filed in October as required in this subsection and approved by the mayor and council, shall pay the appropriate licensing fee required by this chapter on or before January 1 of the year for which the renewal license has been approved.
- (f) In making a determination regarding the renewal of a license, the mayor and council shall consider the standards and guidelines set forth in section 4-38.
- (g) At the discretion of the mayor and council, a public hearing may be required for the renewal of a license if written objections are filed thereto with the city manager at least 15 days before the end of the renewal period. If any such objection is filed, a public hearing shall be held. Prior to such hearing, the city shall publish at public expense a notice in substantially the same form and manner required under section 4-29(d). The applicant shall be given written notice of any objection which is filed and such notice shall be served within 48 hours of the filing of the objection by personal service by a city police officer or by registered or certified mail to the named licensee at the licensed premises. In the circumstances referred to in this subsection, the license under which renewal was applied for shall continue to be valid until the mayor and council acts on the application for renewal if the applicant deposits the amount of the annual license fee for the renewal with the mayor and council, not later than five days after being notified of the filing of the objection.
- (h) An applicant for renewal whose application is denied may request reconsideration as provided for in section 4-29(h).

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-31. - Transfer.

- (a) Except as provided in this section, no license issued under this article shall be transferable to any other person or location.
- (b) If a licensee seeks to move his place of business from the licensee's premises to another place within the city, application shall be made as for an original license.

- (c) In the case of death of an owner of a license or financial interest therein, such license or interest therein may be transferred to the administrator, executor, or adult heir of the deceased unless the mayor and council determines that it would otherwise violate this chapter. If the transferee cannot meet all requirements of this chapter, when the time comes to renew the license, it shall not be renewed.
- (d) Nothing in this section shall prohibit one or more partners in a partnership from retiring therefrom in favor of one or more of the other partners; provided such withdrawal shall not, without application for an issuance of a new license, introduce any new partner or result in any new person acquiring an interest in the licensed business.
- (e) Where a license is issued to a corporation having as its principal business an activity other than the sale of alcoholic beverages, a change in the named licensee may be permitted by the mayor and council if the new named licensee meets the requirements of new license applicants. If a designated manager of a licensed premises terminates employment, then the corporation or partnership licensee must submit an application for a new designated manager to be the named licensee within seven days of the termination.
- (f) In the circumstances described in subsections (c), (d), and (e) of this section, the license may be revoked if the mayor and council determine that the change results in a failure to meet the requirements of this chapter.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-32. - Change in business ownership.

- (a) If any licensee withdraws from, sells, or otherwise transfers the licensee's interest in the licensed business, the licensee shall immediately notify the city manager and surrender the license.
- (b) In the case of such a withdrawal, transfer, or sale, a new application shall be made as for an original license.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-33. - Temporary licenses.

- (a) A temporary license may be issued by the city manager if in his judgment, the denial of a temporary license would create an undue hardship such as the closing of an existing business or a delay in the opening of a new business.
- (b) A temporary license may be revoked, with or without cause, by the city manager at any time, and the grant or denial of a temporary license shall not affect or have any bearing upon the grant or denial of a permanent license.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-34. - Suspension, revocation.

- (a) The violation of any of the provisions of this chapter shall be grounds for suspension or revocation of any retail or wholesale license issued hereunder.
- (b) Notwithstanding final disposition of a case by any court of competent jurisdiction, a license may be suspended or revoked by the mayor and city council for any violation of this and/or another chapter, for any violation of state or federal law, for any material misrepresentation or omission in the

application for the license, or if the licensee or the licensed business ceases to meet the eligibility requirements for licensure.

- (c) The city manager is authorized to suspend the sale of alcoholic beverages under any license for any emergency situation that the city manager deems such suspension necessary for the protection of the public health, safety, or welfare. Such suspension may be made effective immediately and may remain in force until the city manager determines that the emergency is over or until the next meeting of the mayor and city council, at which time the suspension shall cease unless it is extended by the mayor and city council.
- (d) Prior to suspending or revoking a license, except as noted in emergency situations in subsection (c) of this section, the mayor and city council shall give at least five days prior written notice to the licensee of the time, place, and purpose of the hearing at which such suspension or revocation will be considered. Service of such notice shall be perfected by personal service at the licensed premises on the named licensee or an employee of the licensee by a city police officer; or, if personal service may not be so effected, by tacking a copy of the notice to the door of the licensed premises and mailing the original to the named licensee at the licensed premises with a copy mailed to any other address of the named licensee contained in the most recent license application on file with the city.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-35. - Automatic revocation.

A license issued under this article shall be automatically revoked by operation of law if:

- (1) The licensee's state alcoholic beverage license is revoked;
- (2) Payment of the annual license fee is not received by the city with 14 days after notification that the issuance of a license has been approved by the mayor and council;
- (3) Operation of the licensed activity is not commenced within six months after the license is issued;
- (4) Operation of the licensed activity is commenced and then discontinued for a period of 30 days unless extended by the mayor and council for good cause;
- (5) The licensed business declares bankruptcy or receivership, is the subject of levy or legal process, or fails to properly account for, file, report and pay any excise tax levied under this chapter;
- (6) The licensed business fails to properly account for, file, report and maintain any records or remit any license fee imposed or taxes required under this chapter;
- (7) Payment of the annual renewal license fee is not received by the city within the time prescribed in section 4-30;
- (8) The named licensee is convicted of a felony by a court of competent jurisdiction.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-36. - Wholesale licenses required.

Any wholesale dealer in alcoholic beverages who is licensed by the state and who has a place of business in the city shall procure a license under the same provisions applicable to retail licensees.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

State Law reference— Permit or license from governing authority required for wholesale or retail sales of alcoholic beverages, due process guidelines; fingerprints, O.C.G.A. § 3-3-1(a).

Sec. 4-37. - Special use permit.

A licensed establishment may request a special use permit for the vending and consumption of alcoholic beverages for outdoor events. A special use permit may only be approved for the licensed premises. Special use permits shall be granted upon approval of the mayor and council after considering the standards and guidelines set forth in section 4-38.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-38. - Temporary permit for special event sales.

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

City council approval means a majority vote of a quorum of the city council at a duly scheduled or called meeting.

Special event means an event approved and sanctioned by the city occurring on city or public property, or an event in which the city's personnel oversees such event.

Structure means an area that can be contained by a secured, contiguous structure including walls, sturdy fencing or other similar approved structures. The structure must be approved by the chief of police or his designee.

- (b) Any entity maintaining an alcohol beverage license in good standing with the state may obtain a temporary special event permit for the sale of beer and/or wine at a city special event under the following terms and conditions:

- (1) Such applicant must complete in a timely manner, the respective application and submit the fee of \$250.00. The applicant shall submit a plan or rendering, and detailed procedures in compliance with subsection (b)(3) of this section. The city manager shall review such application and make recommendations to the city council.
- (2) The application must be duly approved by the city council after considering the standards and guidelines set forth herein and in section 4-39.
- (3) The area in which sales and consumption are to occur must be enclosed by some structure providing the public ingress/egress through only one main entrance. When safety considerations and/or effective traffic circulation issues exist, more than one but no more than three entrance/exits may be allowed in certain circumstances as approved by the chief of police or his designee. No individual shall be permitted to leave this confined area with an open drink. The applicant must provide its own staff and procedures to ensure compliance with this section.
- (4) Notwithstanding the provisions of subsections (b)(1) through (3) of this section, nothing in this section shall relieve applicants from complying with all other provisions of this chapter and state law.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-39. - Standards and guidelines for granting or denying licenses.

In addition to all other requirements stated in this chapter, the mayor and council shall consider the following standards and guidelines in reaching its decision on whether to grant or deny an application for an alcoholic beverage license:

- (1) The nature of the neighborhood immediately adjacent to the proposed location, that is, whether the neighborhood is predominantly residential, industrial or business;
- (2) The proximity of churches, schools, college campuses, housing authority properties, and alcoholic treatment centers owned and operated by the state or any county or municipal government therein, as required by section 4-70;
- (3) The proximity of hospitals, public libraries, children's centers, public parks and playgrounds, and private residences;
- (4) Whether the proposed location has adequate off-street parking facilities or other parking available for its patrons;
- (5) Whether the location would tend to increase and promote traffic congestion and resulting hazards therefrom;
- (6) The criminal record, general good character and reputation, and financial responsibility of the applicant and manager of the premises, provided that nonpayment of federal, state, county or municipal taxes shall be prima facie evidence of lack of financial responsibility;
- (7) The report of the police department on its investigation as required by section 4-29, and any other reports that may be required by the mayor and council;
- (8) Whether the applicant has satisfied all requirements pertaining to the application process and all requirements as to notice and advertisement;
- (9) Consideration of the health, safety, and welfare of the citizens and preservation of surrounding neighborhoods, with reference to such factors as light, noise, pollution, traffic and loitering;
- (10) The number of licenses already granted for similar businesses within the city limits and in the trading area of the location for which a license is sought;
- (11) The history or reputation of the location for criminal activity, including but not limited to prostitution or other sex offenses, crimes of violence, gambling, and illegal dealing in alcoholic beverages or drugs; and
- (12) Any circumstance that may cause minors to frequent the immediate area, even if the location meets the distance requirements set forth in this chapter.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-40. - Decisions.

All decisions approving, denying, suspending, or revoking the license required by this chapter shall be in writing, with the reasons therefor stated, and shall be mailed or delivered to the applicant.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Secs. 4-41—4-68. - Reserved.

ARTICLE III. - LOCATION AND ZONING

Sec. 4-69. - Zoning restriction.

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

- (b) No license shall be granted under this chapter for a *brewery* unless the premises to be licensed are, at the time the application is approved by the city manager, located under the planning and zoning ordinance of the city in an LI zoning district subject to the specific limitations of the respective districts.
- (c) No license shall be granted under this chapter for a *Nanobrewery* or a *Microbrewery* unless the premises to be licensed are, at the time the application is approved by the city manager, located under the planning and zoning ordinance of the city in an NC, GC, DO-CBD, DO-CMU, or DO-COM zoning district subject to the specific limitations of the respective districts.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-70. - Proximity restrictions.

- (a) No premises shall be licensed under this chapter whose location is within the following distances:
 - (1) For the sale of any wine or malt beverage, within 300 feet of any church building, school building, school grounds, or college campus.
 - (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.
 - (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 or any county or municipal government therein.
 - (4) For the sale of any alcoholic beverage for consumption on the premises, within 300 feet of any housing authority property. For this subsection, the term "housing authority property" means any property containing 300 housing units or fewer owned or operated by a housing authority created by O.C.G.A. § 8-3-1.
- (b) 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, the measurement for which shall be by direct measurement from property line, using the closest property lines of the parcels of land involved (the term "parcel of land" means any quantity of land capable of being described by location and boundary, designated and used or to be used as a unit); provided, however, that this prohibition shall not apply with respect to such a private dwelling which is located in a zoning district in which alcoholic beverage outlets are authorized or in the downtown overlay district.
- (c) For the purpose of this section, distances shall be measured by the most direct route of travel on the ground and shall be measured in the following manner:
 - 1) From the front door of the structure from which alcoholic beverages are sold or proposed to be sold;
 - 2) In a straight line to the nearest public sidewalk, street, road, or highway;
 - 3) Along such public sidewalk, walkway, street, road, or highway by the nearest route; and
 - 4) To the front door of the school, church, or alcoholic treatment building or to the nearest portion of the school grounds, college campus, or housing authority property, whichever is applicable under this chapter.
- (d) No license shall be revoked and no application for a license or renewal shall be denied by any reason of the method of measurement set out in this subsection, if such license or license application or renewal application is for premises for which a license was granted prior to the enactment of this chapter in reliance on other methods of measurement or prior to establishment of churches, schools or alcohol treatment center.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

State Law reference— Sales of alcoholic beverages near churches, schools or college campus, O.C.G.A. § 3-3-21.

Sec. 4-71. - Sale, service in public places.

It shall be unlawful for any person to sell or serve any alcoholic beverage in a street, alley, or parking lot commonly used by the public or in any other public place or on public property except as otherwise provided herein.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Secs. 4-72—4-100. - Reserved.

ARTICLE IV. - SALES

DIVISION 1. - GENERALLY

Sec. 4-101. - Responsibility of named licensee.

The named licensee shall be active in the operation of the licensed business and shall be personally present on the licensed premises sufficiently to assure compliance with the provisions of this chapter.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-102. - Rental paid restricted.

- (a) Except as otherwise provided in this section, it shall be unlawful for a licensee to enter into any agreement whereby the rental paid for licensed premises is based in whole or in part on the volume of sales of alcoholic beverages by the licensed business or whereby the lessor otherwise shares in the profits or receipts from the licensed business' sale of alcoholic beverages.
- (b) Subsection (a) of this section shall not apply where the primary business of a package licensee is an activity other than the package sale of alcoholic beverages, for example, a grocery store selling package beer and wine.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-103. - Display of license.

Each license issued under this chapter shall at all times be kept plainly exposed to view upon the licensed premises.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-104. - Retention of records; filing reports.

- (a) All consumption-on-the-premises licensees shall keep and preserve records of all alcoholic beverages purchased and sold by the licensee and shall keep and preserve records of all food and nonalcoholic beverages purchased and sold by them. Such records shall at all times be open for inspection by an authorized agent of the city. Such records shall be maintained for a period of at

least three years, provided that the mayor and council may authorize the disposal of records prior to the expiration of three years if the maintenance of such records is no longer required by the city.

- (b) All consumption on the premise licensees shall file with the city manager the following reports at the time and in the form prescribed by the city manager:
 - (1) Monthly on-premises consumption report.
 - (2) A certified copy of the licensee's monthly state sales tax report as filed with the state department of revenue for the period coinciding with on-premises consumption report.
 - (3) Any other documents, reports, records or books as shall be required by the city manager.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-105. - Knowledge of chapter provisions.

Every licensee under this chapter shall, prior to applying for a license, read and familiarize himself with the provisions of this chapter, and an application shall constitute a certification by the applicant that he has done so. Every licensee shall maintain a copy of this chapter on the licensed premises and shall instruct each employee engaged in the sale or handling of alcoholic beverages concerning the relevant provisions of the chapter.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-106. - Sales to underage persons prohibited.

- (a) Except as otherwise provided in this section:
 - (1) No person, directly or through another person, shall furnish, cause to be furnished, or permit any person in such person's employ to furnish any alcoholic beverage to any person under 21 years of age.
 - (2) No person under 21 years of age shall purchase or possess any alcoholic beverage.
 - (3) No person under 21 years of age shall misrepresent such person's age in any manner whatever for the purpose of obtaining unlawfully any alcoholic beverage.
 - (4) No person shall act as an agent to purchase or acquire any alcoholic beverage for or on behalf of a person under 21 years of age.
 - (5) No person under 21 years of age shall misrepresent his identity or use any false identification for the purpose of purchasing or obtaining any alcoholic beverage.
- (b) The prohibitions contained in subsections (a)(1), (2), and (4) of this section shall not apply to the following with respect to the sale, purchase, or possession of alcoholic beverages for consumption:
 - (1) For medical purposes pursuant to a prescription of a physician duly authorized to practice medicine in this state;
 - (2) At a religious ceremony;
 - (3) When the parent or guardian of the person under 21 years of age gives the alcoholic beverage to the person under 21 years of age and when possession is in the home of the parent or guardian and such parent or guardian is present.
- (c) The prohibition contained in subsection (a)(1) of this section shall not apply with respect to the sale of alcoholic beverages by a person when such person has been furnished with proper identification showing that the person to whom the alcoholic beverage is sold is 21 years of age or older. For purposes of this subsection, the term "proper identification" means any document issued by a governmental agency containing a description of the person, such person's photograph, or both, and

giving such person's date of birth and includes, without being limited to, a passport, military identification, driver's license, or an identification card authorized under O.C.G.A. §§ 40-5-100 through 40-5-104. The term "proper identification" shall not include a birth certificate identification.

- (d) This section shall not prohibit employment of a person less than 21 years of age in licensed premises if such employment is lawful under section 4-134.
- (e) In any case where a reasonable or prudent person could reasonably be in doubt as to whether or not the person to whom an alcoholic beverage is to be sold or otherwise furnished actually is 21 years of age or older, it shall be the duty of the person selling or otherwise furnishing such alcoholic beverage to request to see and be furnished with proper identification as provided in subsection (c) of this section in order to verify the age of such person; and the failure to make such request and verification in any case where the person to whom the alcoholic beverage is sold or otherwise furnished is less than 21 years of age may be considered by the trier of fact in determining whether the person selling or otherwise furnishing such alcoholic beverage did so in violation of subsection (a)(1) of this section.
- (f) In any case where a person selling or otherwise furnishing alcoholic beverages checks for a proper identification, such person shall carefully inspect such identification. If a reasonable and prudent person could determine that such identification has been altered and if such person sells or otherwise furnishes alcoholic beverages to the holder of such altered identification, then such may be considered by the trier of fact in determining whether the person selling or otherwise furnishing such alcoholic beverage did so in violation of subsection (a)(1) of this section.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

State Law reference—Furnishing to, purchase of, or possession by persons under 21 years of age of alcoholic beverages; use of false identification; proper identification for sale of alcoholic beverages; dispensing, serving, etc., of alcoholic beverages by persons under 21 years of age in the course of employment, seller's duty to request proper identification, O.C.G.A. § 3-3-23.

Sec. 4-107. - Sales permitted.

- (a) No licensee shall permit the sale or gifting of alcoholic beverages on any day or at any time when such sales are prohibited by state law.
- (b) Licensees may permit the sale of retail package malt beverages and wine during the following hours:
 - (1) Monday—Saturday: 7:00 a.m.—1:30 a.m.
 - (2) Sunday: 12:30 p.m.—midnight.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-108. - Sales to intoxicated persons; gambling; disorderly conduct.

- (a) No licensee shall permit the sale or gifting of alcoholic beverages to any person who is in a state of noticeable intoxication or allow persons who are noticeably intoxicated to congregate on licensed premises.
- (b) No licensee shall permit any gambling, betting, illegal lottery, or other device for the hazarding of any money or other thing of value on the licensed premises, except that this prohibition shall not apply with respect to a properly licensed bingo game.
- (c) No licensee shall permit on the licensed premises any disorderly conduct, breach of the peace, or noise or activity which is disturbing to the surrounding neighborhood.

(d) Adult entertainment.

- (1) No holder of a license for the sale or gifting of alcoholic beverages issued pursuant to this article shall knowingly allow any performance or entertainment or act on the licensed premises which, when applied to contemporary community standards, the dominant theme taken as a whole appeals to the prurient interests or is licentious or obscene.
- (2) It shall be prohibited to permit on the premises so licensed any contest or form of entertainment which consists of the wetting or soaking of the upper torso of a female or the pelvic area of a male or female.
- (3) No retail licensee for on-premises consumption shall cause, suffer or permit any person to appear on its licensed premises in such manner or attire as to expose to view any portion of the pubic area, anus, vulva or genitals, or any simulation thereof, nor shall cause, suffer or permit any person to appear on its licensed premises in any such manner or attire as to expose to view any portion of the breast below the top of the areola, or any simulation thereof.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

State Law reference— Sale of alcoholic beverages to intoxicated persons, O.C.G.A. § 3-3-22; restriction on enforcement of local ordinances relating to drinking, being a common drunkard or being found in an intoxicated condition, O.C.G.A. § 37-8-11.

Sec. 4-109. - Containers, storage, illumination.

- (a) Alcoholic beverages shall be delivered to and received at licensed premises only in the original container and only in a conveyance owned and operated by a licensed wholesale dealer (or a licensed common carrier acting for a wholesaler). Alcoholic beverages shall be sold at retail only on the licensed premises.
- (b) A retail licensee shall store alcoholic beverages only on the licensed premises and at no other place. All stock shall be available at all times for inspection by any authorized agent of the city. Any alcoholic beverages found in any retail licensee's stock which were not received from a wholesaler licensed to make deliveries in the city shall be subject to immediate confiscation.
- (c) The exterior of each building in which alcoholic beverages are sold for consumption on the premises shall contain sufficient lighting so that all sides of the building and all entrances thereto are clearly visible at all times.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-110. - Cleanliness of premises; inspections.

All licensed premises shall be kept clean and in proper sanitary condition and in full compliance with all regulations governing the condition of premises used for the storage and sale of food for human consumption. All licensed premises shall be open at all times for inspection by authorized agents of the city.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Secs. 4-111—4-133. - Reserved.

DIVISION 2. - SALES TO AND BY UNDERAGE PERSONS

Sec. 4-134. - Prohibited employment, exceptions.

- (a) Except as provided in subsection (d) of this section, no wholesale dealer or package licensee shall allow any employee under the age of 18 years to dispense, sell, serve, take orders for, or handle alcoholic beverages.
- (b) No consumption-on-the-premises licensee shall allow any employee under the age of 18 years to dispense, sell, serve, take orders for, or handle alcoholic beverages.
- (c) This section shall not prohibit the employment of persons under the above ages on licensed premises where such persons do not dispense, sell, serve, take orders for, or handle alcoholic beverages.
- (d) This section shall not prohibit persons 16 years of age or older from selling or handling alcoholic beverages in grocery stores or supermarkets. For purposes of this subsection, the term "grocery stores" or "supermarkets" shall include convenience stores.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-135. - Activity in grocery stores.

For the purposes of this article, the bagging or carrying out of wine or malt beverages in the original package in the course of employment by a grocery store, convenience store or similar establishment shall not constitute handling of alcoholic beverages.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Secs. 4-136—4-153. - Reserved.

ARTICLE V. - EMPLOYEE IDENTIFICATION CARDS

Sec. 4-154. - Required; issuance; revocation.

- (a) An employee identification card shall be required for any employee of a consumption-on-the-premises licensee who handles alcoholic beverages on the licensed premises or for any employee filling a growler, handling a growler, or offering growler samples.
- (b) Any person required to obtain an employee identification card shall apply to the city police department for such a card, which card when issued shall be valid for a period of two years and shall be renewed on or before its expiration. A fee of \$10.00 shall be paid with each card application. Persons applying for cards shall make themselves available for photographing, fingerprinting, and such other investigation as may be required by the police department. The police department may provisionally grant an employee identification card to a person applying for a card, pending investigation and report.
- (c) Where such report, when received, is unfavorable, the chief of police may revoke the card and demand its return.
- (d) The chief of police may revoke an employee identification card and demand its return where the employee violates the provisions of this chapter or becomes one who adversely affects the public health, safety, or welfare.
- (e) It shall be unlawful for an employee whose employee identification card has been revoked and upon whom demand for return of the card has been made to refuse to return the card or to alter, conceal, deface, or destroy the card.
- (f) When a person applies for an employee identification card, the chief of police or his designee shall have a complete and extensive search made to determine if there is a police record of such person. The conviction of a felony within the past ten years, a second conviction of an alcohol-related misdemeanor, or a record of other conduct prohibited by this chapter, or evidence that the person's

employment would adversely affect the public health, safety, or welfare shall preclude issuance of an identification card.

- (g) A plea of nolo contendere or the forfeiture of a bond shall be considered a conviction for purposes of this section.
- (h) A new search may be conducted on any person issued an employee identification card if the chief of police receives information which warrants such a new search. If the new search reveals evidence that warrants revocation of the card, the card may be revoked.
- (i) When any employee identification card is denied or revoked, the chief of police shall issue to the applicant or card holder a letter stating that the person does not meet the requirements of this chapter.
- (j) All employees required to obtain an employee identification card shall be required to display same in a manner readily visible to customers and authorized agents of the city at all times while on duty status at the premises of his employer, including breaks. For purposes of this section the term "break" shall include all temporary relief from duty status during the employee's work period. No employee required to obtain an employee identification card shall display same at any time except on duty status at the premises of his employer.
- (k) Employees of licensees in good standing on the effective date of the ordinance from which this article was derived who will be required to obtain an employee identification card shall be issued such a card without charge or investigation as required by this section. The card shall be valid for a period of two years and shall be renewed on or before its expiration.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-155. - Continuation of existing cards.

All licensees for consumption on the premises in good standing on the effective date of the ordinance from which this article was derived shall submit to the police department a list of the names, addresses and telephone numbers of present employees who will be involved in selling, serving, taking orders for or handling alcoholic beverages and therefore requiring an employee identification card.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-156. - Employees restricted.

No licensee shall knowingly employ on any licensed premises, in any capacity whatsoever, any person who has been convicted within the preceding ten years of any crime involving moral turpitude.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Secs. 4-157—4-180. - Reserved.

ARTICLE VI. - BREAKING PACKAGE OR DRINKING ON PREMISES^[2]

Footnotes:

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State Law reference— Breaking of packages or drinking of contents on premises prohibited, O.C.G.A. § 3-3-26.

Sec. 4-181. - Prohibited.

It shall be unlawful for any person to open or consume any alcoholic beverages on premises licensed for the sale of alcoholic beverages by the package.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Secs. 4-182—4-200. - Reserved.

ARTICLE VII. - CONSUMPTION ON THE PREMISES

Sec. 4-201. - Eligibility for license—Restricted.

Any type consumption-on-the-premises license may be granted only to a restaurant, as defined under section 4-202; a supper club as defined under section 4-203; a private club, as defined under section 4-204; a wine and craft beer boutique as defined under section 4-205; a farm winery as defined under section 4-215; and a brewery as defined under section 4-205.1; and a hotel as defined under section 4-205.2.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-202. - Eligibility for license—Restaurant.

In order to be eligible for a pouring or limited pouring consumption-on-the-premises license, a restaurant shall be defined as follows:

- (1) Be used and held out to the public as a place where meals prepared on the premises are regularly served to the public for adequate pay each day the establishment is open for business;
- (2) Contain one or more public dining rooms, with adequate and sanitary kitchen facilities and staff to prepare, cook and serve suitable food for its guests;
- (3) Have staff available to serve meals prepared on the premises during any time the establishment is open for business;
- (4) Have a valid county health department food service permit and any other applicable local, state or federal permits, licenses, etc., required for food service establishments;
- (5) Have at least 50 percent of its total sales comprised of the sale of food prepared on the premises and nonalcoholic beverages consumed on the premises; and for this purpose, if a restaurant makes a minimum charge, cover charge, or admission charge, or any other nonfood or nonalcoholic beverage charge, the amount so charged shall not be counted in computing total sales and shall not be counted as a food or beverage sale;
- (6) Have a permanent seating capacity, at tables, not counting bar stools, of at least 50 persons;
- (7) Provide live entertainment, including, but not limited to, bands, orchestras, singers, dancers, actors, performers, musicians or related live entertainment no more than two days in any week.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-203. - Eligibility for license—Supper clubs.

In order to be eligible for a pouring or limited pouring consumption-on-the-premises license, a supper club shall be defined as follows:

- (1) Be used and held out to the public as a place where meals prepared on the premises are regularly served to the public for adequate pay each day the establishment is open for business,
- (2) Have adequate and sanitary kitchen facilities and staff to prepare, cook, and serve suitable food for its patrons;
- (3) Have staff available to serve meals prepared on the premises during any time the establishment is open for business;
- (4) Have a valid county health department food service permit and any other applicable local, state or federal permits, licenses, etc., required for food service establishments;
- (5) Have at least 50 percent of its total sales comprised of the sale of food prepared on the premises and nonalcoholic beverages consumed on the premises, and for this purpose, if a supper club make a minimum charge, cover charge, or admission charge, or any other nonfood charge, the amount so charged shall not be counted in computing total sales and shall not be counted as a food or beverage sale;
- (6) Have a permanent seating capacity, at tables, not counting bar stools, of at least 100 persons;
- (7) Be arranged and maintained such that all seating is open and unobstructed to the view of other persons in the facility;
- (8) Provide live entertainment including, but not limited to, bands, orchestras, singers, dancers, actors, performers, musicians or related live entertainment for more than two days in any week.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-204. - Eligibility for license—Private clubs.

- (a) In order to be eligible for a pouring or limited pouring consumption-on-the-premises license, a private club must be a veteran's organization, fraternal organization or other nonprofit organization all of which must be nationally chartered and maintaining a tax-exempt status under either the United States Internal Revenue Code or the state income tax law and:
 - (1) The local chapter has been in existence at least one year prior to the filing of its application for a license;
 - (2) Have at least 75 regular dues-paying members;
 - (3) Be organized and operated exclusively for pleasure, recreation, and other non-profitable purposes;
 - (4) Own, hire, or lease a building or space within a building for the reasonable use of its members, which building or space:
 - a. Has suitable kitchen and dining room space and equipment;
 - b. Is staffed with a sufficient number of employees for cooking, preparing, and serving meals for its members and guests; and
 - c. Has no member, officer, agent, or employee directly or indirectly receiving in the form of salary or other compensation any profits from the sale of alcoholic beverages beyond a fixed salary.
- (b) For purposes of subsection (a)(4) c. of this section, the term "fixed salary" means the amount of compensation paid any member, officer, agent, or employee of a private club as may be fixed for him by its members at a prior annual meeting or by the governing body out of the general revenue of the club and shall not include any commission or any profits from the sale of alcoholic beverages.

- (c) No alcoholic beverage license shall be granted to a private club organized or operated primarily for the selling or serving of alcoholic beverages.
- (d) Private clubs licensed under the provisions of this section shall not be required to maintain the percentage sale of food/nonalcoholic beverages as compared to alcoholic beverages, however, any such organization shall be subject to all chapter regulations dealing with general licensing and consumption on the premises.
- (e) Records supporting the organization's nonprofit tax-exempt status shall, at all times, be open for inspection by an authorized agent of the city.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-205. - Eligibility for license—Wine and craft beer boutique.

In order to [be] eligible for a limited pouring consumption-on-the-premises license a wine and craft beer boutique shall be defined as follows:

An establishment within the specific districts within the city designated by ordinance open to the public offering sales under a limited pouring license and not required to offer meals prepared on the premises. The purpose of the establishment will be to promote tourism through the sales and promotion of Georgia and other fine wines as well as craft beer. The establishment must meet all the following requirements:

- (1) The designated districts include:
 - a. The downtown overlay zoning district;
 - b. The designated commercial area of the Mirror Lake Planned Unit Development;
 - c. Other districts which may be designated by the mayor and council to promote tourism in the city.
- (2) An establishment in the specified districts, with only one such facility located within 750 feet of another such facility.
- (3) No distilled spirits may be offered for sale in any form.
- (4) Must have a seating capacity of table seating for a minimum of 25 people not including bar seating and must have seating that is open and unobstructed to the view of other persons in the facility.
- (5) Smoking shall not be permitted inside the boutique.
- (6) Must be located in a commercial space, no residential buildings.
- (7) Hours of operation on Friday and Saturday shall not exceed 12:00 midnight with the last service by 11:30 p.m. On Sunday through Thursday hours of operation shall not exceed 11:00 p.m. with the last service by 10:30 p.m.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-205.1. - Same—Brewery.

- (a) Breweries must comply with all applicable city, state and federal license requirements.
- (b) Breweries must pay all applicable state, city and county taxes.
- (c) Breweries may offer free tastings of malt beverages produced or manufactured on-site and educational and promotional tours during normal business hours in accordance with state law.

Sec. 4-205.2. - Eligibility for license—Hotel.

- (a) Hotels must comply with all applicable city, state and federal license requirements.
- (b) Hotels may gift alcohol at a ratio of no more than six malt beverages measuring 12 ounces or less each per guest-assigned room, per day.
- (c) Hotels must pay all applicable state, city and county taxes, including excise tax.
- (d) No hotel shall sell alcohol for consumption on or off premises. Hotel gifting licenses shall pertain only to the offering of malt beverages for free to guests of the hotel over the age of 21.
- (e) The usage of a “token” system in order to reward guests for staying at the hotel is permissible, however the application of tokens shall not exceed the ratio of servings as indicated in section 4-205.2(b) above.
 - (1) For the purposes of this section, a token system shall be defined as the usage of non-legal tender coins or tickets for guests to redeem malt beverages without cost. Tokens may be granted by the hotel manager upon guest check-in or daily for the length of the guest’s stay.
- (f) No distilled liquors or wines may be gifted or sold as a part of a hotel gifting license.
- (g) Guests of the hotel are only permitted to consume alcohol in their individual private guest room or an enclosed dining room, lounge or banquet room otherwise closed to non-guests (as defined in section 4-1 of this ordinance).
- (h) The gifting of alcohol to parties or conventions renting public spaces within the hotel, such as a lounge, banquet room or recreational facility is prohibited.
- (i) Alcohol consumption in all lobbies, hallways, pool areas, game rooms, public restrooms, parking lots or any other public location specified or unspecified in this ordinance is strictly prohibited.

Sec. 4-206. - Ratio of alcoholic, nonalcoholic sales, statement of sales.

- (a) Should the total sales from food and nonalcoholic beverages reported by any licensee for consumption on the premises not equal those from the sale of all alcoholic beverages for any two consecutive reporting periods, the license may be suspended or revoked by the mayor and city council after a hearing, as provided for in section 4-34.
- (b) In addition to the reporting requirements detailed in section 4-104, the city manager may require that a licensee furnish a statement from a certified public accountant that reports the percentage of the licensee's total sales derived from the sale of food and nonalcoholic beverages sold on the premises compared to the sale of all alcoholic beverages sold on the premises in the licensee's most recent reporting period.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-207. - Illumination of premises, location of sale restricted.

- (a) All restaurants, hotels and supper club areas, including all tables, booths, and other areas where customers are served and including all passageways for customers, shall be sufficiently well illuminated so that they may be viewed by those inside the premises.
- (b) The sale of alcoholic beverages in any back room or side room, which is not open to the general public, is prohibited, except that this prohibition shall not apply with respect to:
 - (1) Private parties which have been scheduled in advance.
 - (2) Room service to hotel guests in their hotel rooms, provided a properly licensed restaurant or supper club is located on the premises, or the hotel has the appropriate gifting license.
 - (3) Private clubs.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-208. - Prohibited activities by employees.

- (a) It shall be unlawful for any employee of a restaurant, supper club, or private club to engage in the following:
 - (1) Dance or sit with customers on the premises while on duty status, including "breaks" as defined in section 4-154(j);
 - (2) Allow any customer to purchase food or drink, alcoholic or nonalcoholic, for an employee while on duty status, including "break periods" as defined in section 4-154(j);
 - (3) For an employee to consume or simulate the consumption of any alcoholic beverage while on duty status at the premises of his employer, including "breaks" as defined in section 4-154(j);
 - (4) Require, permit, suffer, encourage or induce any employee or person to solicit at the licensed premises for himself or for any person other than the patron and guest of the patron, the purchase by the patron of any drink, whether alcoholic or nonalcoholic; or money with which to purchase same; nor shall any licensee pay a commission or any other compensation to any person frequenting his establishment or to his agent or manager to solicit for himself, or for any other, the purchase by the patron of any drink, whether alcoholic or nonalcoholic.
- (b) For purposes of this section the term "employee" shall also apply to performers, dancers, entertainers, musicians engaged in temporary work, as well as regular employees.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-209. - Purchase of stock limited.

Licensees under this article shall purchase distilled spirits in sizes of one liter or larger unless a particular brand is not packaged in these size containers in which case the licensee may purchase such brand in the nearest size to such containers.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-210. - Hours of sale.

Consumption on the premises licensees may engage in the sale and service of alcoholic beverages only between the hours of 7:00 a.m. and 1:30 a.m., Monday through Saturday, and between the hours of 12:30 p.m. and 12:00 midnight on Sunday. Alcoholic beverages purchased and served prior to 1:30 a.m., Monday through Saturday, may be consumed on the premises until 2:00 a.m. Alcoholic beverages purchased and served prior to 12:00 midnight on Sunday may be consumed on the premises until 12:30 a.m.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-211. - Dancing on premises restricted.

Patron dancing shall be permitted at facilities licensed for consumption-on-the-premises sales only where:

- (1) Adequate space exists;
- (2) All fire and safety regulations are met;
- (3) Prior approval of the chief of police and the chief of the fire department have been obtained.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-212. - Removal of beverages prohibited.

- (a) Except as may be specifically permitted by state law [O.C.G.A. § 3-6-4], all alcoholic beverages sold by consumption-on-the-premises licensees shall be consumed only on the licensed premises. It shall be unlawful for any person to remove from the licensed premises any alcoholic beverages sold for consumption on the premises. Each licensee shall be responsible for ensuring that no person so removes any alcoholic beverages from the premises in any type of container.
- (b) Each consumption-on-the-premises licensee shall post in a prominent place at each exit from the licensed premises a sign in substantially the following form:

"It is a violation of city ordinance to take any type alcoholic beverage from this outlet."

Such sign shall be printed in uniform letters not less than one inch in height.

- (c) Unless permitted by city ordinance, it shall be unlawful for any person to drink or have in his possession an open container of any alcoholic beverage:
 - (1) On any public street, sidewalk, park or other public place within the city, or upon or within any motor vehicle on the streets, sidewalks, parks and public places of the city; or
 - (2) While on private property, open to public view, without the express permission of the owner, agent or person in lawful possession thereof.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-213. - Prohibited practices.

- (a) No consumption-on-the-premises licensee shall engage in any of the following practices:
 - (1) The giving away of any alcoholic beverages in conjunction with the sale of any other alcoholic beverages;
 - (2) The sale of two or more alcoholic beverages for a single price or the sale of all the alcoholic beverages a customer can or desires to drink;
 - (3) The sale or serving of two or more alcoholic beverages at substantially the same price customarily charged for one such alcoholic beverage;
 - (4) Requiring or encouraging the purchase of second or subsequent alcoholic beverage at the same time another alcoholic beverage is purchased or before the first such beverage has been consumed;
 - (5) Sponsoring, conducting, or allowing contests or promotions which have as their primary purpose the increasing of the consumption of alcoholic beverages on the premises.

- (b) This section shall not apply with respect to private functions not open to the public with respect to which the licensee has agreed to the use of the licensee's establishment by a person for a set period of time for a valuable consideration.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-214. - Brown bag establishments prohibited.

Brown bag establishments as defined in this chapter shall be prohibited within the city.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-215. - Sale by farm wineries.

A farm winery may sell its wine and the wine of any other state farm winery licensee at retail in a tasting room or other facility on the premises of the winery for consumption on the premises and in closed packages for consumption off the premises and to sell its wine and the wine of any other state farm winery licensee at retail for consumption on the premises and in closed packages for consumption off the premises in tasting rooms at a location within the city that is one of the five additional locations in the state authorized by O.C.G.A. § 3-6-21.1(b), but only if the annual production of wine by the farm winery is made in state in accordance with the source of berries, fruits or grapes as provided by the laws of the state and the rules and regulations of the state department of agriculture.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-216. - Licenses for farm wineries.

The alcoholic beverage licenses which may be issued to farm wineries under this chapter are:

- (1) *Wholesaler of farm winery production.* A farm winery shall be granted a wholesale license for sale and distribution as provided by O.C.G.A. § 3-6-21.1. Such license shall be issued upon application and payment of established fees and upon presentation of a receipt for payment of the state annual license tax as provided by the referenced code provisions in this section.
- (2) *Retail package sales of wine.* Each retail package sales license shall require that all sales shall be by and through the farm winery tasting room at the site for which said license is issued.
- (3) *Retail sales of wine.* Each license for retail sales of wine and malt beverages for consumption on the premises shall require that all consumption shall be at the farm winery site for which said license is issued. This site shall include any wedding or dining facilities associated with the farm winery.
- (4) *Multiple farms winery licenses.* A farm winery may apply for and, if approved, may be issued multiple farm winery licenses. At the primary farm winery facility where the wine is produced, such site may be licensed for wholesale, package retail sales and on-premises consumption. For any site other than the primary farm winery facility where the wine is produced, up to the maximum number of such sites as may be permitted by state statute, such site may be licensed for package retail sales and on-premises consumption. The license created in accordance with this article shall be limited to farm winery tasting rooms licensed by the state in accordance with O.C.G.A. § 3-6-21.1 et seq., and the licensee shall be permitted to perform only acts allowed in accordance with such statutes. No license is hereby created authorizing any other use.
- (5) *Alternate provision.* The first license at any site shall have a cost equal to the cost of a city alcoholic beverage license at the time of the application. Any license for two or more categories of sale shall require payment of the additional license fees as provided in the city fee schedule.

- (6) *Ratio of sales.* There shall be no specified or required ratio of alcohol sales to any other income for winery operations. Farm wineries shall operate on such days and hours as are provided by the Georgia Farm Winery Act, O.C.G.A. § 3-6-21.1 et seq., as amended from time to time and by the terms of this chapter for sale by consumption on the premises.
- (7) *Renewals.* All applications for renewal of a farm winery license or licenses shall be accompanied by a copy of the current state license. Failure to present a valid copy of a current and valid state license will result in a refusal to renew license. Timely application for renewal is determined by the date on which a complete and proper application has been submitted.
- (8) *Premises consumption.*
 - a. A farm winery may apply for a license for on-premises consumption of distilled spirits under the terms as provided under this chapter, retail sales of distilled spirits for consumption on the premises.
 - b. A farm winery may apply for a license for on-premises consumption of wine and malt beverages (not produced under the Georgia Farm Winery Act, O.C.G.A. § 3-6-21.1 et seq.) under the terms as provided under this chapter, retail sales of malt beverages and wine for consumption on the premises.
- (9) *Compliance with article.* All alcoholic beverage sales other than farm winery sales shall be in accordance with all terms of this chapter.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Secs. 4-217—4-236. - Reserved.

ARTICLE VIII. - GROWLERS

Sec. 4-237. - Definitions.

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

Ancillary growler license means the document issued by the city which allows under certain conditions, the filling of reusable containers commonly referred to as growlers on the premises of the licensee directly or vicariously through employees (permittees) who have proper permits issued hereunder or under the city alcoholic beverage code.

Approved closure means a cork, stopper or twist-type closure.

Beer or malt beverage means any alcoholic beverage obtained by the fermentation of any infusion or decoction of barley, malt, hops, or any other product, or any combination of such products in water containing not more than six percent alcohol by volume and including but not limited to ale, porter, stout, lager beer, small beer, and strong beer. Also included are beverages known as "non-alcoholic" beer, which is made by fermentation of any infusion or decoction of barley, malt, hops or other products, and containing less than three percent, but more than 0.1 percent alcohol by volume. The term "malt beverage" does not include sake, known as Japanese rice wine.

Growler means a properly sanitized reusable non-plastic container capable of holding no less than 32 fluid ounces nor no more than 64 fluid ounces and which shall be capable of being sealed with an approved closure type at the time of purchase for off premises consumption of the contents thereof.

License or primary license means the document issued by the city pursuant to section 4-25 which allows under certain conditions, the package sale of beer or wine on the premises of the licensee directly or vicariously through employees.

Licensee means the individual to whom a license for the package sale of beer or wine is issued under section 4-25. In the case of a partnership, limited liability company or corporation, all partners, officers and directors of the partnership or corporation are licensees.

Permittee means any individual to whom a pouring permit is issued for the dispensing of malt beverages or beers in establishments licensed for the filling of reusable containers commonly referred to as growlers on the premises of the licensee.

Person means any individual, firm, partnership, cooperative, nonprofit membership corporation, joint venture, association, company, corporation, agency, syndicate, estate, trust, business trust, receiver, fiduciary, or other group or combination acting as a unit, body politic, or political subdivision, whether public, private, or quasi-public.

Pouring permit means an authorization granted by the city to fill reusable containers commonly referred to as growlers on the premises of the licensee. Valid pouring permits issued under section 4-154 shall also be valid for the purposes of this article.

Premises means one room or more all contiguous in nature operating under the same trade name and which share a common entrance.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-238. - Ancillary growler license required.

Any applicant for or holder of a valid retail package beer and wine license (primary license) in the city shall also be eligible for an ancillary growler license upon approval of the primary license and payment of an additional regulatory fee in the amount of \$200.00 annually. The regulatory fee shall be paid upon original application and upon each renewal application and shall be in addition to any other fees associated with the applicant's mandatory primary license.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-239. - Regulations.

- (a) Growlers may only be filled by individuals possessing valid city pouring permits and may only be filled with malt beverages or craft beers from kegs procured from duly licensed wholesalers.
- (b) It shall be the responsibility of the individual or entity filling the growler to sanitize such growler prior to filling. The licensee must comply with the state department of agriculture's General Rules 40-7-1.40 requiring a "contamination free" transfer process for beverages and the use of washed, rinsed and sanitized growler fill tubes, which must be cleaned between each use and must comply with the state department of agriculture's best management practices for growler refilling.
- (c) Each growler must be securely sealed and removed from the premises in its original sealed condition utilizing an approved closure. At the time of the sale and/or refilling, a paper or plastic adhesive band, strip, or sleeve shall be applied to the container and extend over the top of the approved closure forming a tamper evident seal that must be broken upon opening of the container. The adhesive band, strip, or sleeve shall bear the name and address of the business filing the growler and the container must be displayed prominently on the container.
- (d) The licensee must comply with all federal and state laws and regulations regarding packaging and labeling alcoholic malt beverages. Each growler filled with a malt beverage or craft beer must contain the following warning which may be printed on the paper or plastic adhesive band, strip or sleeve that is applied to the container after filling or which may be affixed separately to the container on a preprinted label as follows:

"GOVERNMENT WARNING: (1) According to the Surgeon General, women should not drink alcoholic beverages during pregnancy because of the risk of birth defects. (2) Consumption of

alcoholic beverages impairs your ability to drive a car or operate machinery and may cause health problems."

- (e) Establishments licensed to fill growlers shall be authorized to offer without charge, samples of malt beverage or craft beer to patrons over the age of 21 years. Samples shall not exceed two ounces in volume nor shall any one individual be offered more than four samples within a 24-hour period. It shall be the responsibility of the licensee and any employee of the licensee to comply with the identification requirements of this chapter prior to filling a growler or supplying a sample to a patron to ensure the patron is of legal age to purchase and consume alcohol.
- (f) The filling of growlers by means of a tapped keg when properly dispensed by a permitted employee of a licensed retailer under the provisions of this article shall not constitute the breaking of a package as contemplated by O.C.G.A. § 3-3-26 or any other provision of any ordinance regulating the sale of package beer and wine in the city.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Secs. 4-240—4-260. - Reserved.

ARTICLE IX. - EXCISE TAXES

DIVISION 1. - GENERALLY

Sec. 4-261. - Tax imposed.

- (a) There is imposed by the city an excise tax on the first sale or use of malt beverages in the city, as follows:
 - (1) Where malt beverages, commonly known as tap or draft beer, are sold in or from a barrel or bulk container, a tax of \$6.00 on each container containing not more than 15 and one-half gallons and a proportionate tax at the same rate on all fractional parts of 15 and one-half gallons.
 - (2) Where malt beverages are sold in bottles, cans or other containers, except barrel or bulk containers, a tax of \$0.05 per 12 ounces and a proportionate tax at the same rate on all fractional parts of 12 ounces.
- (b) There is imposed by the city an excise tax on the first sale or use of wine in the city at a rate of \$0.22 per liter and a proportionate tax at the same rate on all fractional parts of a liter.
- (c) There is imposed by the city an excise tax on the first sale or use of distilled spirits in the city at the rate of \$0.22 per liter and a proportionate tax at the same rate on all fractional parts of a liter.
- (d) The excise taxes provided for in this section shall be imposed upon and paid by the licensed wholesale dealer. Such taxes shall be paid on or before the 20th day of the month following the month in which the alcoholic beverages are sold or disposed of by the wholesaler within the city. The tax shall be remitted on forms prescribed by the city manager.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Secs. 4-262—4-280. - Reserved.

DIVISION 2. - MIXED DRINKS

Sec. 4-281. - Imposition.

There is imposed upon the sale of mixed drinks in the city a tax in the amount of three percent of the purchase price of the mixed drinks to the consumer. Each licensee shall be allowed a deduction of three percent of the amount of taxes collected as reimbursement for the collecting of such taxes, provided that such tax is not delinquent at the time of payment. A record of each sale will be made in writing and maintained for inspection by any authorized agent of the city.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-282. - Collection.

Every consumption-on-the-premises licensee shall collect the tax imposed by this article from purchasers of mixed drinks. The licensee shall furnish such information as may be required by the city manager to facilitate the collection of the tax. In all cases where the purchase is deferred payment or credit, the licensee becomes liable for the collection and payment of the tax at the time of delivery of the mixed drink to the purchaser. The tax shall be remitted on forms prescribed by the city manager.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-283. - Dealers' returns as to gross proceeds of sales and purchases; granting of extensions.

- (a) Each dealer, on or before the twentieth day of each month, shall transmit returns to the city manager showing the gross sales and purchases arising from all sales and purchases taxable under this article during the preceding calendar month. The returns required by this subsection shall be made upon forms prescribed, prepared, and furnished by the city manager.
- (b) The city manager, in his discretion, may grant extensions, upon written application, to the end of the calendar month in which any return is due under this Code section.
- (c)
 - (1) Failure to file a timely return shall result in the loss of vendor's deduction for collection. There shall be a penalty of five percent per month and a one percent per month charge for interest until the debt is paid in full.
 - (2) Delinquent returns over 30 days shall result in a revocation of the alcohol license issued by the City of Villa Rica.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Secs. 4-284—4-299. - Reserved.

ARTICLE X. - WINE TASTING

Sec. 4-300. - Permit required; regulations.

A wine-tasting permit for purposes of this section shall be limited to a person possessing a current license from the city for the sale of wine by the package and a valid current wine license from the state.

- (1) No wine tasting shall be conducted on the premises of any place of business licensed to sell distilled spirits in the unbroken container. Any wine tasting occurring on the premises of a business possessing a license to sell wine by the package shall be limited to an area that is

separated from the retail area of the premises by walls or other partitions that prohibit pedestrian traffic through the wine tasting area.

- (2) An eligible licensee may petition the city for a wine-tasting permit provided it meets all requirements of this chapter and presently maintains a valid license for the sale of wine by the package issued by the city. A wine-tasting permit shall allow the permittee to offer or sell wine samples in connection with an instructional or educational promotion. A wine-tasting permit is intended to allow such activity on a limited basis and shall not be a part of the core operations of such establishment or occur on a daily basis.
- (3) A wine-tasting permittee shall be subject to all laws, rules and regulations of the city and state, including Rule 560-2-5-.05 of the state department of revenue, alcohol and tobacco division, and shall be subject to permit revocation for violation thereof.
- (4) Said wine-tasting permit need only be applied for once and shall automatically renew when said license to sell wine by the package is renewed; provided, however, that the city may revoke or suspend such wine-tasting permit and/or impose such conditions on its operation at the city's discretion for violation of this Code or in furtherance of the health, safety, and welfare of the city's inhabitants.
- (5) The one-time fee for application for the wine-tasting permit shall be equal to the established fee for applications for wine package sales. The wine-tasting permit shall be approved by the city manager or his designee.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Secs. 4-301—4-317. - Reserved.

ARTICLE XI. - ALCOHOL CATERING

Sec. 4-318. - Authority to sell; license required.

It shall be unlawful for any person to engage in, carry on or conduct the sale or distribution of alcoholic beverages off-premises and in connection with a catered event or function without first having obtained an alcoholic beverage catering license.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-319. - Eligibility for license.

- (a) Applicants for an alcoholic beverage caterer's license to sell wine and/or beer and malt beverage and/or distilled spirits for consumption off-premises in conjunction with an authorized catered function at facilities authorized for special event activities must also possess a valid license issued by the city and the state for the retail sale for consumption on-premises of the same alcoholic beverages.
- (b) A licensed alcoholic beverage caterer may only sell that which is authorized by his alcoholic beverage license. For example, if the alcoholic beverage caterer possesses a valid license to sell malt beverages, he may only sell malt beverages at the authorized catered event or function.
- (c) Those employed by a licensed alcoholic beverage caterer to dispense, serve, sell or handle alcoholic beverages must adhere to employee regulations as stated in this article.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-320. - License fees.

- (a) Each applicant shall pay a license fee of \$500.00 per year.
- (b) The license will be valid for the period of no longer than one year. The alcoholic beverage caterer shall apply for a new license annually in the same manner as the original period.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-321. - Copy of license; sale without licenses; separate application and separate license required for each place of business.

- (a) A copy of the license shall be kept in the vehicle transporting the alcoholic beverages to the catered event or function and shall be available for inspection at the catered event or function during the duration of such event or function.
- (b) No alcoholic beverage caterer may distribute or sell alcoholic beverages during any hours prohibited in the city.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Chapter 4 - ALCOHOLIC BEVERAGES^[1]

Footnotes:

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Editor's note— Ord. No. 22-16-CCO, §§ 1, 2(Att.), adopted Oct. 4, 2016, repealed the former Ch. 4 and enacted a new Ch. 4 as set out herein. The former chapter pertained to similar subject matter and derived from Code 1979, § 9-2-1; Code 1993, §§ 3-1, 3-2; Ord. of 12-1-1998; Ord. of 5-1-1999; Ord. of 5-19-1999; Ord. of 12-5-2000; Ord. of 4-1-2003; Ord. of 12-20-2004; Ord. of 1-4-2005; Ord. No. 12-09-CCO; Ord. No. 08-01-ADM, 2-5-2008; Ord. of 11-14-2011; Ord. No. 01-13-CCO, 4-2-2013; Ord. No. 02-13-CCO, §§ 3-208—3-211, 4-2-2013; Ord. No. 03-14-CCO, §§ 1—3, 9-2-2014; Ord. No. 06-16-CCO, 4-5-2016. See the Code Comparative Table for a detailed analysis.

State Law reference— Use of proceeds of alcoholic beverage tax for prevention, education and treatment, Ga. Const. art. 3, § 9, ¶ 6; Georgia Alcoholic Beverage Code, O.C.G.A. § 3-1-1 et seq.; furnishing to, purchase of or possession by persons under 21 years of age, use of false identification, O.C.G.A. § 3-3-23; public drunkenness, O.C.G.A. § 16-11-41; furnishing alcoholic beverages to persons under 21 years of age, jurisdiction of municipal courts, O.C.G.A. § 36-32-10; treatment of alcoholics and intoxicated persons, O.C.G.A. § 37-8-1 et seq.; driving under the influence of alcohol or drugs, O.C.G.A. § 40-6-391.

ARTICLE I. - IN GENERAL

Sec. 4-1. - 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. Unless a contrary intention is clearly apparent from the context, any term used in this chapter shall have the same meaning as when used in a comparable provision of the Georgia Alcoholic Beverage Code, O.C.G.A. § 3-1-1 et seq.

Alcohol means ethyl alcohol, hydrated oxide of ethyl, or spirits of wine, from whatever source or by whatever process produced.

Alcoholic beverage means and includes all alcohol, malt beverages, distilled spirits, wine and fortified wines defined in this section.

Brewpub means a restaurant in which beer or malt beverages are manufactured or brewed, subject to the barrel production limitation prescribed in O.C.G.A. § 3-5-36 for retail consumption on the premises and solely in draft form. Brewpubs shall be licensed as restaurants as set forth in this chapter.

Brewery means a manufacturer or producer of malt beverages for wholesale off the premises but does not include a brewpub as that term is defined in this section. Typical brewing production is greater than 15,000 barrels per year.

Brown bag establishment means any restaurant, supper club or other establishment providing food or entertainment in the normal course of business, and in which the owners or their agents knowingly allow patrons to bring in and consume the patrons' alcoholic beverages.

Chief of police means the chief of police of the city.

Church means any permanent place of public religious worship.

Craft beer means beer produced by a brewer with an annual production of 6,000,000 barrels or less, and no more than 25 percent of the brewery is owned or controlled by an alcoholic beverage industry member who is not a craft beer brewer.

Designated manager is the primary employee responsible for managing the premises which possesses a license under this chapter.

Distilled spirits means any alcoholic beverage obtained by distillation or containing more than 21 percent alcohol by volume, including, but not limited to, all fortified wines.

Fortified wine means any alcoholic beverage containing more than 21 percent alcohol by volume made from fruits, berries, or grapes either by natural fermentation or by natural fermentation with brandy added. The term "fortified wine" includes, but is not limited to, brandy.

Hotel means any building or other structure kept, used, maintained, advertised and held out to the public to be a place where sleeping accommodations are offered for adequate pay to travelers and transient guests, in which 50 or more rooms are used for the sleeping accommodations of guests, and where the sleeping accommodations are in the same building or in separate buildings or structures used in connection therewith that are on the same premises and are a part of the hotel operation. Guest rooms must have interior accessibility only, with no exterior doorways and no exterior room entry. Motels meeting the qualifications set out herein for hotels shall be classified in the same category as hotels. Extended Stays shall not be considered hotels for the purposes of this chapter.

Interest includes any pecuniary interest and any ownership interest, whether present or future, whole or partial, legal or beneficial, contingent or vested, direct or indirect, and any right, power, or authority of control.

Lounge or banquet room A separate room or area enclosed within a hotel with all booths, stools and tables being open and unobstructed to the view of any other customers in the lounge or the manager thereof.

Licensed premises include not only the room wherein alcoholic beverages are sold or served but also the outdoor area within the property lines as approved by the mayor and council for sales and consumption of alcoholic beverages

Licensee includes an individual licensee and in the case of a partnership or corporation includes both the partnership and corporation and the named licensee.

Majority stockholder means the person, if any, who owns more than 50 percent of the voting stock of a corporation; if no person owns more than 50 percent of the voting stock of a corporation, the majority stockholder is the person owning more of the voting stock than any other person; and if two or more persons each own the same amount of the voting stock of a corporation and each own more of the voting stock than any other person, then any one of such persons may act as the majority stockholder.

Malt beverage means any alcoholic beverage obtained by the fermentation of any infusion or decoction of barley, malt, hops, or any other similar product, or any combination of such products in water, containing not more than six percent alcohol by volume and including ale, porter, brown, stout, lager beer, small beer, and strong beer. The term does not include sake, known as Japanese rice wine.

Microbrewery means a manufacturer or producer of malt beverages for wholesale off the premises limited to no more than 15,000 barrels per year.

Mixed drink means any distilled spirits served for consumption on the premises, whether or not diluted by water or any other substance.

Named licensee means the person acting as such for a partnership or corporation pursuant to section 4-26.

Nanobrewery means a manufacturer or producer of malt beverages for wholesale off the premises limited to no more than 2000 barrels per year.

Package means a bottle, can, keg, barrel, or other original consumer container.

Wholesaler or wholesale dealer means any person who sells alcoholic beverages to other wholesale dealers, to retail dealers, or to retail consumption dealers.

Wine means any alcoholic beverage containing not more than 21 percent alcohol by volume made from fruits, berries, or grapes either by natural fermentation or by natural fermentation with brandy added.

The term "wine" includes, but is not limited to, all sparkling wines, champagnes, combinations of such beverages, vermouths, special natural wines, rectified wines, and like products. The term "wine" does not include cooking wine mixed with salt or other ingredients so as to render it unfit for human consumption as a beverage. A liquid shall first be deemed to be a wine at that point in the manufacturing process when it conforms to the definition of wine contained herein.

Wine and craft beer boutique means an establishment selling Georgia wine products and other fine wines and craft beer under a limited pouring license by the taste, drink, original package or growler for the purposes of promoting tourism in certain designated areas of the city.

Unless a contrary intention is clearly apparent from the context, any term used in this chapter shall have the same meaning as when used in a comparable provision of the Georgia Alcoholic Beverage Code, O.C.G.A. § 3-1-1 et seq.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-2. - Penalty.

Any person who violates any provision of this chapter shall upon conviction be punished as provided in section 1-8. Any such punishment, if imposed, shall be in addition to and not in lieu of any license suspension or revocation under this chapter.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-3. - Confidentiality of information.

For the purpose of protecting the individual business interests or the person making returns as provided for in sections 4-104 and 4-206, the city licensing authorities shall treat such returns as being of a strictly confidential nature and will not divulge such information unless called for by a court order and/or for city, county, state or federal tax purposes. Any clerks and/or city personnel found guilty of violating such confidence shall be subject to disciplinary action at the discretion of the city manager.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Secs. 4-4—4-24. - Reserved.

ARTICLE II. - LICENSING

Sec. 4-25. - Required, classifications, fee, duration.

- (a) *Required.* It shall be unlawful for any person to sell or offer for sale any alcoholic beverages within the city except under a valid license issued under this chapter and in compliance with the provisions of this article.
- (b) *Classification, fee.* Classes of licenses issued under this chapter, activities permitted and regulated thereunder, and the annual license fees, shall be as follows:
 - (1) *Retail package licenses.*
 - a. Package malt beverage license: retail sale of malt beverages in the original package, \$200.00.
 - b. Package wine license: retail sale of wine in the original package, \$100.00.
 - (2) *Retail consumption on the premises licenses.*

- a. Distilled spirits, wine, and malt beverages pouring license restaurant: retail sale of distilled spirits, wine, and malt beverages by the drink, \$3,500.00.
 - b. Wine and malt beverage pouring license restaurant: retail sale of wine and malt beverages by the drink, \$500.00.
 - c. Distilled spirits, wine, and malt beverages pouring license supper club as defined in section 4-203: retail sale of distilled spirits, wine and malt beverages by the drink, \$5,000.00.
 - d. Wine and malt beverage pouring license supper club as defined in section 4-203: retail sale of wine and malt beverages by the drink, \$3,000.00.
 - e. Distilled spirits, wine and malt beverages pouring license, private club as defined in section 4-204: retail sale of distilled spirits, wine and malt beverages by the drink, \$3,500.00.
 - f. Wine and malt beverage pouring license private club as defined in section 4-204: retail sale of wine and malt beverages by the drink, \$500.00.
 - g. Ancillary growler license: \$200.00.
 - h. Limited pouring license wine and craft beer boutique as defined in section 4-205; retail sale of wine and craft beer by the drink, \$500.00.
 - i. Malt beverage gifting license for consumption, hotel as defined in section 4-205.2; gifting of malt beverages by the drink, \$1,000.00.
- (3) *Wholesale licenses.* Resident wholesale dealer's license, wholesale of distilled spirits, wine, and malt beverages by a wholesale dealer having a place of business in the city, \$5,000.00.
- (4) Brewery License: \$1000.00
- (c) *Duration, proration.* All licenses issued under this chapter shall be issued on a calendar-year basis; and all licenses shall expire at 12:00 midnight on December 31 of the year in which they are issued. The license fees set forth in this section shall be prorated on a 12-month basis, so that the license fee for a partial calendar year shall reflect only those months for which the license actually is issued. For example, the fee for a license issued in January shall be the entire annual fee set forth in this section; the fee for a license issued in February shall be 11/12 of said annual fee; the fee for a license issued in March shall be 10/12 of said annual fee; and so on. Notwithstanding the month in which a license is issued, the license shall still expire at the time and date set forth above.
- (d) *Application fees.* Each application for a license under this chapter shall be accompanied by a nonrefundable application fee in the following amount:
- (1) Package malt beverage license, \$100.00.
 - (2) Package wine license, \$100.00.
 - (3) Distilled spirits, wine and malt beverages pouring license restaurant, \$100.00.
 - (4) Wine and malt beverage pouring license restaurant, \$100.00.
 - (5) Distilled spirits, wine and malt beverages pouring license supper club, \$500.00.
 - (6) Wine and malt beverage pouring license supper club, \$500.00.
 - (7) Resident wholesale dealer's license, \$500.00.
 - (8) Distilled spirits, wine and malt beverages pouring license private club, \$500.00.
 - (9) Wine and malt beverage pouring license private club, \$500.00.
 - (10) Limited pouring license wine and craft beer boutique, \$100.00.
 - (11) Ancillary growler license: \$100.00.
 - (12) Brewery: \$500.00

(13) Hotel, giving complementary drink tickets, not for sale to the public: \$500.00

- (e) *Payment of fees.* Application fees shall be paid at the time the application is filed and shall not be refunded under any circumstances. An applicant may pay the annual license fee at the time that the application is filed; and in such event the annual license fee shall be refunded if the license applied for is not issued. If the annual license fee is not paid at the time of application, the annual license fee shall be paid prior to the issuance of the license by the mayor and council and no later than 14 days after notification of approval of the license by the mayor and council.
- (f) For any new license granted hereunder prior to June 30 of each year, the licensee shall pay the full annual license fee.
- (g) For any new license granted hereunder after July 1 of each year, the license fee shall be reduced by one-half.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-26. - Procedure for issuance.

- (a) A license issued to an individual under this article 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 or a designated manager of the premises who shall be named licensee. A license issued to a corporation having as its principal business the sale of alcoholic beverages (wholesaler or brewery) shall be issued in the name of the corporation and in the name of the designated manager of the premises who 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 designated manager of the premises who shall be the named licensee.
- (b) In the case of a corporation having as its principal business the sale of alcoholic beverages (wholesaler or brewery), officer or designated manager of the corporation shall join as applicants for the license; and each such person must meet the qualifications of an individual licensee, as provided in section 4-27 except for the residency requirement which shall be required only for the named licensee.
- (c) In the case of a corporation having as its principal business an activity other than the sale of alcoholic beverages, the officer or designated manager who is to be the named licensee shall be the applicant and must meet the qualifications of an individual licensee, as provided in section 4-27, provided, however, that the mayor and council may require the fingerprinting and investigation of officers and shareholders of the corporation if it deems it necessary in making its investigation.
- (d) In the case of a partnership, each partner shall be responsible for the actions of the named licensee and the conduct of the licensed business. In the case of a corporation, the corporation shall be responsible for the actions of the named licensee and the conduct of the licensed business.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-27. - Qualifications.

- (a) A licensee must be at least 21 years of age, of good moral character and a citizen of the United States.
- (b) A licensee shall not have been convicted of any felony, any misdemeanor involving moral turpitude, or any criminal offense related to gambling, payment of taxes, sale of alcoholic beverages, DUI, or violation of the Georgia Controlled Substances Act within the past ten years. A licensee shall not have been convicted of any other misdemeanor or violation of a city ordinance, excluding minor traffic offenses, within the past six years. This subsection shall apply with respect to the laws of this

state, other states, the United States, and other countries. A plea of nolo contendere or the forfeiture of a bond shall be considered a conviction for purposes of this subsection. The mayor and council may, at its discretion, waive the conviction of a misdemeanor for purposes of this subsection if the mayor and council determine that the misdemeanor does not have a bearing on the applicant's fitness for a license.

- (c) A licensee shall not have been denied or had revoked, within the seven years preceding his application, any license to sell alcoholic beverages issued by any governmental entity.
- (d) A licensee shall be the owner of the premises to be licensed or the holder of a lease thereon for substantially the same period to be covered by the license.
- (e) Any person having two convictions for selling alcohol to a minor within a three-year period shall not be eligible for a license.
- (f) No license for the sale of alcoholic beverages by the drink for consumption on the premises shall be issued to any applicant who does not meet the requirements of a private club, restaurant, supper club, brewery, hotel or wine and craft beer boutique.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-28. - Application.

- (a) Forms, contents. All applications for licenses shall be made upon application forms provided by the mayor and council. 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 this chapter. 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 application shall include, in addition to all other application fees, a certified check or money order in the amount charged by the state bureau of investigation made payable to the state bureau of investigation to cover the cost of fingerprinting analysis and investigation.
- (b) 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.
- (c) Each application shall be accompanied by:
 - (1) In the case of a partnership, a copy of the partnership agreement;
 - (2) In the case of a corporation, a copy of the articles of incorporation; and
 - (3) 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 section 4-70.
- (d) When a license application is for premises not yet constructed or not yet completed, a license may be issued if the application includes the plans for the premises and a surveyor's stamped certificate clearly showing that the premises will, when completed, meet all applicable requirements of section 4-70.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-29. - Investigation; hearing.

- (a) A copy of each application for a license under this article shall be referred within two business days after filing to the police department. The police department shall make a thorough investigation concerning any applicants hereunder if individuals, and the officers and the designated agent or manager, if the applicant is a corporation, and shall submit the results of the investigation promptly to the mayor and council.
- (b) No application for an original license shall be considered by the city manager until after a public hearing has been held thereon by the mayor and council, after notice as provided in subsections (c) and (d) of this section.
- (c) The applicant for an original license shall, at his own expense, post on the premises to be licensed a notice. The notice shall be posted for at least 15 days prior to the date of the hearing.
 - (1) The notice shall be on a board or metal sign having a surface of not less than 12 square feet.
 - (2) The sign shall include the following:
 - a. That an application for a license to sell alcoholic beverages on the premises has been filed with the city;
 - b. The type of license applied for;
 - c. The time and place of the public hearing to be held on such license application,
 - d. The name of the proposed licensee; and
 - e. The name and telephone number of the city staff member where additional information may be obtained.
 - (3) Such sign shall be placed at least three feet above the ground and facing the most traveled street.
- (d) The applicant for an original license shall at his own expense publish in the official legal organ of the county at least 15 days prior to the hearing, a notice containing the same information as required in the posted notice under subsection (c) of this section. This notice shall be printed in letters no smaller than ten-point capital and lower case with at least a one-inch, two-column arrangement.
- (e) Prior to the date of the hearing, the applicant shall furnish to the mayor and council a copy of the advertisement required by subsection (d) of this section and a sworn statement of the size of, location of, and information on the sign required by subsection (c) of this section.
- (f) The mayor and council may require additional investigations, reports and information from city departments and other public agencies as may be deemed necessary to evaluate compliance with the provisions of this article.
- (g) Following the filling of a complete application, the submission of the police department's report and any other reports deemed necessary by the mayor and council, the notice and advertisement required by subsections (c) and (d) of this section, and the public hearing required by subsection (b) of this section, the mayor and council shall act on the application after considering the standards and guidelines set forth in section 4-38.
- (h) Any applicant aggrieved by the decision of the mayor and council regarding a license application may request that the mayor and council reconsider its decision after another hearing in which the applicant shall have the opportunity to present evidence and cross examine opposing witnesses. Such request for reconsideration must be in writing and must be made within 30 days of the date of the decision prompting such request.
- (i) Any person making a false statement in any application for a license, or false statement in connection with renewal thereof, shall be guilty of an offense and punished as provided by state law relating to false swearing; and further, a license if previously granted or renewed, may be revoked for the violation. It shall be an offense for any person to give other than the true and correct legal name

of the intended licensee; and a conviction for violation thereof shall be punished as provided for in this chapter.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-30. - Renewals.

- (a) Except as otherwise provided in this chapter, applications for renewal of licenses shall be made and considered in the same manner as applications for original licenses.
- (b) No fingerprints shall be required in the case of an application for renewals.
- (c) No posting of premises and publication of notice by the applicant shall be required in the case of an application for renewal.
- (d) An application for renewal may, if such is the case, be in the form of a sworn and notarized statement by the named licensee, on a form provided by the city manager, stating that there have been no changes in any of the information contained in the original application. If there have been any such changes, the application for renewal shall be in the same form as an original application.
- (e) An application for renewal shall be filed during the month of October. If an existing licensee fails to file for renewal during the month of October, then the licensee shall be required to make application as for an original license. Existing licensees whose renewal application is filed in October as required in this subsection and approved by the mayor and council, shall pay the appropriate licensing fee required by this chapter on or before January 1 of the year for which the renewal license has been approved.
- (f) In making a determination regarding the renewal of a license, the mayor and council shall consider the standards and guidelines set forth in section 4-38.
- (g) At the discretion of the mayor and council, a public hearing may be required for the renewal of a license if written objections are filed thereto with the city manager at least 15 days before the end of the renewal period. If any such objection is filed, a public hearing shall be held. Prior to such hearing, the city shall publish at public expense a notice in substantially the same form and manner required under section 4-29(d). The applicant shall be given written notice of any objection which is filed and such notice shall be served within 48 hours of the filing of the objection by personal service by a city police officer or by registered or certified mail to the named licensee at the licensed premises. In the circumstances referred to in this subsection, the license under which renewal was applied for shall continue to be valid until the mayor and council acts on the application for renewal if the applicant deposits the amount of the annual license fee for the renewal with the mayor and council, not later than five days after being notified of the filing of the objection.
- (h) An applicant for renewal whose application is denied may request reconsideration as provided for in section 4-29(h).

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-31. - Transfer.

- (a) Except as provided in this section, no license issued under this article shall be transferable to any other person or location.
- (b) If a licensee seeks to move his place of business from the licensee's premises to another place within the city, application shall be made as for an original license.
- (c) In the case of death of an owner of a license or financial interest therein, such license or interest therein may be transferred to the administrator, executor, or adult heir of the deceased unless the mayor and council determines that it would otherwise violate this chapter. If the transferee cannot

meet all requirements of this chapter, when the time comes to renew the license, it shall not be renewed.

- (d) Nothing in this section shall prohibit one or more partners in a partnership from retiring therefrom in favor of one or more of the other partners; provided such withdrawal shall not, without application for an issuance of a new license, introduce any new partner or result in any new person acquiring an interest in the licensed business.
- (e) Where a license is issued to a corporation having as its principal business an activity other than the sale of alcoholic beverages, a change in the named licensee may be permitted by the mayor and council if the new named licensee meets the requirements of new license applicants. If a designated manager of a licensed premises terminates employment, then the corporation or partnership licensee must submit an application for a new designated manager to be the named licensee within seven days of the termination.
- (f) In the circumstances described in subsections (c), (d), and (e) of this section, the license may be revoked if the mayor and council determine that the change results in a failure to meet the requirements of this chapter.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-32. - Change in business ownership.

- (a) If any licensee withdraws from, sells, or otherwise transfers the licensee's interest in the licensed business, the licensee shall immediately notify the city manager and surrender the license.
- (b) In the case of such a withdrawal, transfer, or sale, a new application shall be made as for an original license.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-33. - Temporary licenses.

- (a) A temporary license may be issued by the city manager if in his judgment, the denial of a temporary license would create an undue hardship such as the closing of an existing business or a delay in the opening of a new business.
- (b) A temporary license may be revoked, with or without cause, by the city manager at any time, and the grant or denial of a temporary license shall not affect or have any bearing upon the grant or denial of a permanent license.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-34. - Suspension, revocation.

- (a) The violation of any of the provisions of this chapter shall be grounds for suspension or revocation of any retail or wholesale license issued hereunder.
- (b) Notwithstanding final disposition of a case by any court of competent jurisdiction, a license may be suspended or revoked by the mayor and city council for any violation of this and/or another chapter, for any violation of state or federal law, for any material misrepresentation or omission in the application for the license, or if the licensee or the licensed business ceases to meet the eligibility requirements for licensure.

- (c) The city manager is authorized to suspend the sale of alcoholic beverages under any license for any emergency situation that the city manager deems such suspension necessary for the protection of the public health, safety, or welfare. Such suspension may be made effective immediately and may remain in force until the city manager determines that the emergency is over or until the next meeting of the mayor and city council, at which time the suspension shall cease unless it is extended by the mayor and city council.
- (d) Prior to suspending or revoking a license, except as noted in emergency situations in subsection (c) of this section, the mayor and city council shall give at least five days prior written notice to the licensee of the time, place, and purpose of the hearing at which such suspension or revocation will be considered. Service of such notice shall be perfected by personal service at the licensed premises on the named licensee or an employee of the licensee by a city police officer; or, if personal service may not be so effected, by tacking a copy of the notice to the door of the licensed premises and mailing the original to the named licensee at the licensed premises with a copy mailed to any other address of the named licensee contained in the most recent license application on file with the city.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-35. - Automatic revocation.

A license issued under this article shall be automatically revoked by operation of law if:

- (1) The licensee's state alcoholic beverage license is revoked;
- (2) Payment of the annual license fee is not received by the city with 14 days after notification that the issuance of a license has been approved by the mayor and council;
- (3) Operation of the licensed activity is not commenced within six months after the license is issued;
- (4) Operation of the licensed activity is commenced and then discontinued for a period of 30 days unless extended by the mayor and council for good cause;
- (5) The licensed business declares bankruptcy or receivership, is the subject of levy or legal process, or fails to properly account for, file, report and pay any excise tax levied under this chapter;
- (6) The licensed business fails to properly account for, file, report and maintain any records or remit any license fee imposed or taxes required under this chapter;
- (7) Payment of the annual renewal license fee is not received by the city within the time prescribed in section 4-30;
- (8) The named licensee is convicted of a felony by a court of competent jurisdiction.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-36. - Wholesale licenses required.

Any wholesale dealer in alcoholic beverages who is licensed by the state and who has a place of business in the city shall procure a license under the same provisions applicable to retail licensees.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

State Law reference— Permit or license from governing authority required for wholesale or retail sales of alcoholic beverages, due process guidelines; fingerprints, O.C.G.A. § 3-3-1(a).

Sec. 4-37. - Special use permit.

A licensed establishment may request a special use permit for the vending and consumption of alcoholic beverages for outdoor events. A special use permit may only be approved for the licensed premises. Special use permits shall be granted upon approval of the mayor and council after considering the standards and guidelines set forth in section 4-38.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-38. - Temporary permit for special event sales.

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

City council approval means a majority vote of a quorum of the city council at a duly scheduled or called meeting.

Special event means an event approved and sanctioned by the city occurring on city or public property, or an event in which the city's personnel oversees such event.

Structure means an area that can be contained by a secured, contiguous structure including walls, sturdy fencing or other similar approved structures. The structure must be approved by the chief of police or his designee.

- (b) Any entity maintaining an alcohol beverage license in good standing with the state may obtain a temporary special event permit for the sale of beer and/or wine at a city special event under the following terms and conditions:

- (1) Such applicant must complete in a timely manner, the respective application and submit the fee of \$250.00. The applicant shall submit a plan or rendering, and detailed procedures in compliance with subsection (b)(3) of this section. The city manager shall review such application and make recommendations to the city council.
- (2) The application must be duly approved by the city council after considering the standards and guidelines set forth herein and in section 4-39.
- (3) The area in which sales and consumption are to occur must be enclosed by some structure providing the public ingress/egress through only one main entrance. When safety considerations and/or effective traffic circulation issues exist, more than one but no more than three entrance/exits may be allowed in certain circumstances as approved by the chief of police or his designee. No individual shall be permitted to leave this confined area with an open drink. The applicant must provide its own staff and procedures to ensure compliance with this section.
- (4) Notwithstanding the provisions of subsections (b)(1) through (3) of this section, nothing in this section shall relieve applicants from complying with all other provisions of this chapter and state law.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-39. - Standards and guidelines for granting or denying licenses.

In addition to all other requirements stated in this chapter, the mayor and council shall consider the following standards and guidelines in reaching its decision on whether to grant or deny an application for an alcoholic beverage license:

- (1) The nature of the neighborhood immediately adjacent to the proposed location, that is, whether the neighborhood is predominantly residential, industrial or business;

- (2) The proximity of churches, schools, college campuses, housing authority properties, and alcoholic treatment centers owned and operated by the state or any county or municipal government therein, as required by section 4-70;
- (3) The proximity of hospitals, public libraries, children's centers, public parks and playgrounds, and private residences;
- (4) Whether the proposed location has adequate off-street parking facilities or other parking available for its patrons;
- (5) Whether the location would tend to increase and promote traffic congestion and resulting hazards therefrom;
- (6) The criminal record, general good character and reputation, and financial responsibility of the applicant and manager of the premises, provided that nonpayment of federal, state, county or municipal taxes shall be prima facie evidence of lack of financial responsibility;
- (7) The report of the police department on its investigation as required by section 4-29, and any other reports that may be required by the mayor and council;
- (8) Whether the applicant has satisfied all requirements pertaining to the application process and all requirements as to notice and advertisement;
- (9) Consideration of the health, safety, and welfare of the citizens and preservation of surrounding neighborhoods, with reference to such factors as light, noise, pollution, traffic and loitering;
- (10) The number of licenses already granted for similar businesses within the city limits and in the trading area of the location for which a license is sought;
- (11) The history or reputation of the location for criminal activity, including but not limited to prostitution or other sex offenses, crimes of violence, gambling, and illegal dealing in alcoholic beverages or drugs; and
- (12) Any circumstance that may cause minors to frequent the immediate area, even if the location meets the distance requirements set forth in this chapter.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-40. - Decisions.

All decisions approving, denying, suspending, or revoking the license required by this chapter shall be in writing, with the reasons therefor stated, and shall be mailed or delivered to the applicant.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Secs. 4-41—4-68. - Reserved.

ARTICLE III. - LOCATION AND ZONING

Sec. 4-69. - Zoning restriction.

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

zoning ordinance of the city in an LI zoning district subject to the specific limitations of the respective districts.

- (c) No license shall be granted under this chapter for a *Nanobrewery* or a *Microbrewery* unless the premises to be licensed are, at the time the application is approved by the city manager, located under the planning and zoning ordinance of the city in an NC, GC, DO-CBD, DO-CMU, or DO-COM zoning district subject to the specific limitations of the respective districts.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-70. - Proximity restrictions.

- (a) No premises shall be licensed under this chapter whose location is within the following distances:
 - (1) For the sale of any wine or malt beverage, within 300 feet of any church building, school building, school grounds, or college campus.
 - (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.
 - (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 or any county or municipal government therein.
 - (4) For the sale of any alcoholic beverage for consumption on the premises, within 300 feet of any housing authority property. For this subsection, the term "housing authority property" means any property containing 300 housing units or fewer owned or operated by a housing authority created by O.C.G.A. § 8-3-1.
- (b) 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, the measurement for which shall be by direct measurement from property line, using the closest property lines of the parcels of land involved (the term "parcel of land" means any quantity of land capable of being described by location and boundary, designated and used or to be used as a unit); provided, however, that this prohibition shall not apply with respect to such a private dwelling which is located in a zoning district in which alcoholic beverage outlets are authorized or in the downtown overlay district.
- (c) For the purpose of this section, distances shall be measured by the most direct route of travel on the ground and shall be measured in the following manner:
 - 1) From the front door of the structure from which alcoholic beverages are sold or proposed to be sold;
 - 2) In a straight line to the nearest public sidewalk, street, road, or highway;
 - 3) Along such public sidewalk, walkway, street, road, or highway by the nearest route; and
 - 4) To the front door of the school, church, or alcoholic treatment building or to the nearest portion of the school grounds, college campus, or housing authority property, whichever is applicable under this chapter.
- (d) No license shall be revoked and no application for a license or renewal shall be denied by any reason of the method of measurement set out in this subsection, if such license or license application or renewal application is for premises for which a license was granted prior to the enactment of this chapter in reliance on other methods of measurement or prior to establishment of churches, schools or alcohol treatment center.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

State Law reference— Sales of alcoholic beverages near churches, schools or college campus, O.C.G.A. § 3-3-21.

Sec. 4-71. - Sale, service in public places.

It shall be unlawful for any person to sell or serve any alcoholic beverage in a street, alley, or parking lot commonly used by the public or in any other public place or on public property except as otherwise provided herein.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Secs. 4-72—4-100. - Reserved.

ARTICLE IV. - SALES

DIVISION 1. - GENERALLY

Sec. 4-101. - Responsibility of named licensee.

The named licensee shall be active in the operation of the licensed business and shall be personally present on the licensed premises sufficiently to assure compliance with the provisions of this chapter.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-102. - Rental paid restricted.

- (a) Except as otherwise provided in this section, it shall be unlawful for a licensee to enter into any agreement whereby the rental paid for licensed premises is based in whole or in part on the volume of sales of alcoholic beverages by the licensed business or whereby the lessor otherwise shares in the profits or receipts from the licensed business' sale of alcoholic beverages.
- (b) Subsection (a) of this section shall not apply where the primary business of a package licensee is an activity other than the package sale of alcoholic beverages, for example, a grocery store selling package beer and wine.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-103. - Display of license.

Each license issued under this chapter shall at all times be kept plainly exposed to view upon the licensed premises.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-104. - Retention of records; filing reports.

- (a) All consumption-on-the-premises licensees shall keep and preserve records of all alcoholic beverages purchased and sold by the licensee and shall keep and preserve records of all food and nonalcoholic beverages purchased and sold by them. Such records shall at all times be open for inspection by an authorized agent of the city. Such records shall be maintained for a period of at

least three years, provided that the mayor and council may authorize the disposal of records prior to the expiration of three years if the maintenance of such records is no longer required by the city.

- (b) All consumption on the premise licensees shall file with the city manager the following reports at the time and in the form prescribed by the city manager:
 - (1) Monthly on-premises consumption report.
 - (2) A certified copy of the licensee's monthly state sales tax report as filed with the state department of revenue for the period coinciding with on-premises consumption report.
 - (3) Any other documents, reports, records or books as shall be required by the city manager.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-105. - Knowledge of chapter provisions.

Every licensee under this chapter shall, prior to applying for a license, read and familiarize himself with the provisions of this chapter, and an application shall constitute a certification by the applicant that he has done so. Every licensee shall maintain a copy of this chapter on the licensed premises and shall instruct each employee engaged in the sale or handling of alcoholic beverages concerning the relevant provisions of the chapter.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-106. - Sales to underage persons prohibited.

- (a) Except as otherwise provided in this section:
 - (1) No person, directly or through another person, shall furnish, cause to be furnished, or permit any person in such person's employ to furnish any alcoholic beverage to any person under 21 years of age.
 - (2) No person under 21 years of age shall purchase or possess any alcoholic beverage.
 - (3) No person under 21 years of age shall misrepresent such person's age in any manner whatever for the purpose of obtaining unlawfully any alcoholic beverage.
 - (4) No person shall act as an agent to purchase or acquire any alcoholic beverage for or on behalf of a person under 21 years of age.
 - (5) No person under 21 years of age shall misrepresent his identity or use any false identification for the purpose of purchasing or obtaining any alcoholic beverage.
- (b) The prohibitions contained in subsections (a)(1), (2), and (4) of this section shall not apply to the following with respect to the sale, purchase, or possession of alcoholic beverages for consumption:
 - (1) For medical purposes pursuant to a prescription of a physician duly authorized to practice medicine in this state;
 - (2) At a religious ceremony;
 - (3) When the parent or guardian of the person under 21 years of age gives the alcoholic beverage to the person under 21 years of age and when possession is in the home of the parent or guardian and such parent or guardian is present.
- (c) The prohibition contained in subsection (a)(1) of this section shall not apply with respect to the sale of alcoholic beverages by a person when such person has been furnished with proper identification showing that the person to whom the alcoholic beverage is sold is 21 years of age or older. For purposes of this subsection, the term "proper identification" means any document issued by a governmental agency containing a description of the person, such person's photograph, or both, and

giving such person's date of birth and includes, without being limited to, a passport, military identification, driver's license, or an identification card authorized under O.C.G.A. §§ 40-5-100 through 40-5-104. The term "proper identification" shall not include a birth certificate identification.

- (d) This section shall not prohibit employment of a person less than 21 years of age in licensed premises if such employment is lawful under section 4-134.
- (e) In any case where a reasonable or prudent person could reasonably be in doubt as to whether or not the person to whom an alcoholic beverage is to be sold or otherwise furnished actually is 21 years of age or older, it shall be the duty of the person selling or otherwise furnishing such alcoholic beverage to request to see and be furnished with proper identification as provided in subsection (c) of this section in order to verify the age of such person; and the failure to make such request and verification in any case where the person to whom the alcoholic beverage is sold or otherwise furnished is less than 21 years of age may be considered by the trier of fact in determining whether the person selling or otherwise furnishing such alcoholic beverage did so in violation of subsection (a)(1) of this section.
- (f) In any case where a person selling or otherwise furnishing alcoholic beverages checks for a proper identification, such person shall carefully inspect such identification. If a reasonable and prudent person could determine that such identification has been altered and if such person sells or otherwise furnishes alcoholic beverages to the holder of such altered identification, then such may be considered by the trier of fact in determining whether the person selling or otherwise furnishing such alcoholic beverage did so in violation of subsection (a)(1) of this section.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

State Law reference—Furnishing to, purchase of, or possession by persons under 21 years of age of alcoholic beverages; use of false identification; proper identification for sale of alcoholic beverages; dispensing, serving, etc., of alcoholic beverages by persons under 21 years of age in the course of employment, seller's duty to request proper identification, O.C.G.A. § 3-3-23.

Sec. 4-107. - Sales permitted.

- (a) No licensee shall permit the sale or gifting of alcoholic beverages on any day or at any time when such sales are prohibited by state law.
- (b) Licensees may permit the sale of retail package malt beverages and wine during the following hours:
 - (1) Monday—Saturday: 7:00 a.m.—1:30 a.m.
 - (2) Sunday: 12:30 p.m.—midnight.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-108. - Sales to intoxicated persons; gambling; disorderly conduct.

- (a) No licensee shall permit the sale or gifting of alcoholic beverages to any person who is in a state of noticeable intoxication or allow persons who are noticeably intoxicated to congregate on licensed premises.
- (b) No licensee shall permit any gambling, betting, illegal lottery, or other device for the hazarding of any money or other thing of value on the licensed premises, except that this prohibition shall not apply with respect to a properly licensed bingo game.
- (c) No licensee shall permit on the licensed premises any disorderly conduct, breach of the peace, or noise or activity which is disturbing to the surrounding neighborhood.

(d) Adult entertainment.

- (1) No holder of a license for the sale or gifting of alcoholic beverages issued pursuant to this article shall knowingly allow any performance or entertainment or act on the licensed premises which, when applied to contemporary community standards, the dominant theme taken as a whole appeals to the prurient interests or is licentious or obscene.
- (2) It shall be prohibited to permit on the premises so licensed any contest or form of entertainment which consists of the wetting or soaking of the upper torso of a female or the pelvic area of a male or female.
- (3) No retail licensee for on-premises consumption shall cause, suffer or permit any person to appear on its licensed premises in such manner or attire as to expose to view any portion of the pubic area, anus, vulva or genitals, or any simulation thereof, nor shall cause, suffer or permit any person to appear on its licensed premises in any such manner or attire as to expose to view any portion of the breast below the top of the areola, or any simulation thereof.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

State Law reference— Sale of alcoholic beverages to intoxicated persons, O.C.G.A. § 3-3-22; restriction on enforcement of local ordinances relating to drinking, being a common drunkard or being found in an intoxicated condition, O.C.G.A. § 37-8-11.

Sec. 4-109. - Containers, storage, illumination.

- (a) Alcoholic beverages shall be delivered to and received at licensed premises only in the original container and only in a conveyance owned and operated by a licensed wholesale dealer (or a licensed common carrier acting for a wholesaler). Alcoholic beverages shall be sold at retail only on the licensed premises.
- (b) A retail licensee shall store alcoholic beverages only on the licensed premises and at no other place. All stock shall be available at all times for inspection by any authorized agent of the city. Any alcoholic beverages found in any retail licensee's stock which were not received from a wholesaler licensed to make deliveries in the city shall be subject to immediate confiscation.
- (c) The exterior of each building in which alcoholic beverages are sold for consumption on the premises shall contain sufficient lighting so that all sides of the building and all entrances thereto are clearly visible at all times.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-110. - Cleanliness of premises; inspections.

All licensed premises shall be kept clean and in proper sanitary condition and in full compliance with all regulations governing the condition of premises used for the storage and sale of food for human consumption. All licensed premises shall be open at all times for inspection by authorized agents of the city.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Secs. 4-111—4-133. - Reserved.

DIVISION 2. - SALES TO AND BY UNDERAGE PERSONS

Sec. 4-134. - Prohibited employment, exceptions.

- (a) Except as provided in subsection (d) of this section, no wholesale dealer or package licensee shall allow any employee under the age of 18 years to dispense, sell, serve, take orders for, or handle alcoholic beverages.
- (b) No consumption-on-the-premises licensee shall allow any employee under the age of 18 years to dispense, sell, serve, take orders for, or handle alcoholic beverages.
- (c) This section shall not prohibit the employment of persons under the above ages on licensed premises where such persons do not dispense, sell, serve, take orders for, or handle alcoholic beverages.
- (d) This section shall not prohibit persons 16 years of age or older from selling or handling alcoholic beverages in grocery stores or supermarkets. For purposes of this subsection, the term "grocery stores" or "supermarkets" shall include convenience stores.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-135. - Activity in grocery stores.

For the purposes of this article, the bagging or carrying out of wine or malt beverages in the original package in the course of employment by a grocery store, convenience store or similar establishment shall not constitute handling of alcoholic beverages.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Secs. 4-136—4-153. - Reserved.

ARTICLE V. - EMPLOYEE IDENTIFICATION CARDS

Sec. 4-154. - Required; issuance; revocation.

- (a) An employee identification card shall be required for any employee of a consumption-on-the-premises licensee who handles alcoholic beverages on the licensed premises or for any employee filling a growler, handling a growler, or offering growler samples.
- (b) Any person required to obtain an employee identification card shall apply to the city police department for such a card, which card when issued shall be valid for a period of two years and shall be renewed on or before its expiration. A fee of \$10.00 shall be paid with each card application. Persons applying for cards shall make themselves available for photographing, fingerprinting, and such other investigation as may be required by the police department. The police department may provisionally grant an employee identification card to a person applying for a card, pending investigation and report.
- (c) Where such report, when received, is unfavorable, the chief of police may revoke the card and demand its return.
- (d) The chief of police may revoke an employee identification card and demand its return where the employee violates the provisions of this chapter or becomes one who adversely affects the public health, safety, or welfare.
- (e) It shall be unlawful for an employee whose employee identification card has been revoked and upon whom demand for return of the card has been made to refuse to return the card or to alter, conceal, deface, or destroy the card.
- (f) When a person applies for an employee identification card, the chief of police or his designee shall have a complete and extensive search made to determine if there is a police record of such person. The conviction of a felony within the past ten years, a second conviction of an alcohol-related misdemeanor, or a record of other conduct prohibited by this chapter, or evidence that the person's

employment would adversely affect the public health, safety, or welfare shall preclude issuance of an identification card.

- (g) A plea of nolo contendere or the forfeiture of a bond shall be considered a conviction for purposes of this section.
- (h) A new search may be conducted on any person issued an employee identification card if the chief of police receives information which warrants such a new search. If the new search reveals evidence that warrants revocation of the card, the card may be revoked.
- (i) When any employee identification card is denied or revoked, the chief of police shall issue to the applicant or card holder a letter stating that the person does not meet the requirements of this chapter.
- (j) All employees required to obtain an employee identification card shall be required to display same in a manner readily visible to customers and authorized agents of the city at all times while on duty status at the premises of his employer, including breaks. For purposes of this section the term "break" shall include all temporary relief from duty status during the employee's work period. No employee required to obtain an employee identification card shall display same at any time except on duty status at the premises of his employer.
- (k) Employees of licensees in good standing on the effective date of the ordinance from which this article was derived who will be required to obtain an employee identification card shall be issued such a card without charge or investigation as required by this section. The card shall be valid for a period of two years and shall be renewed on or before its expiration.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-155. - Continuation of existing cards.

All licensees for consumption on the premises in good standing on the effective date of the ordinance from which this article was derived shall submit to the police department a list of the names, addresses and telephone numbers of present employees who will be involved in selling, serving, taking orders for or handling alcoholic beverages and therefore requiring an employee identification card.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-156. - Employees restricted.

No licensee shall knowingly employ on any licensed premises, in any capacity whatsoever, any person who has been convicted within the preceding ten years of any crime involving moral turpitude.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Secs. 4-157—4-180. - Reserved.

ARTICLE VI. - BREAKING PACKAGE OR DRINKING ON PREMISES^[2]

Footnotes:

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State Law reference— Breaking of packages or drinking of contents on premises prohibited, O.C.G.A. § 3-3-26.

Sec. 4-181. - Prohibited.

It shall be unlawful for any person to open or consume any alcoholic beverages on premises licensed for the sale of alcoholic beverages by the package.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Secs. 4-182—4-200. - Reserved.

ARTICLE VII. - CONSUMPTION ON THE PREMISES

Sec. 4-201. - Eligibility for license—Restricted.

Any type consumption-on-the-premises license may be granted only to a restaurant, as defined under section 4-202; a supper club as defined under section 4-203; a private club, as defined under section 4-204; a wine and craft beer boutique as defined under section 4-205; a farm winery as defined under section 4-215; a brewery as defined under section 4-205.1; and a hotel as defined under section 4-205.2.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-202. - Eligibility for license—Restaurant.

In order to be eligible for a pouring or limited pouring consumption-on-the-premises license, a restaurant shall be defined as follows:

- (1) Be used and held out to the public as a place where meals prepared on the premises are regularly served to the public for adequate pay each day the establishment is open for business;
- (2) Contain one or more public dining rooms, with adequate and sanitary kitchen facilities and staff to prepare, cook and serve suitable food for its guests;
- (3) Have staff available to serve meals prepared on the premises during any time the establishment is open for business;
- (4) Have a valid county health department food service permit and any other applicable local, state or federal permits, licenses, etc., required for food service establishments;
- (5) Have at least 50 percent of its total sales comprised of the sale of food prepared on the premises and nonalcoholic beverages consumed on the premises; and for this purpose, if a restaurant makes a minimum charge, cover charge, or admission charge, or any other nonfood or nonalcoholic beverage charge, the amount so charged shall not be counted in computing total sales and shall not be counted as a food or beverage sale;
- (6) Have a permanent seating capacity, at tables, not counting bar stools, of at least 50 persons;
- (7) Provide live entertainment, including, but not limited to, bands, orchestras, singers, dancers, actors, performers, musicians or related live entertainment no more than two days in any week.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-203. - Eligibility for license—Supper clubs.

In order to be eligible for a pouring or limited pouring consumption-on-the-premises license, a supper club shall be defined as follows:

- (1) Be used and held out to the public as a place where meals prepared on the premises are regularly served to the public for adequate pay each day the establishment is open for business,
- (2) Have adequate and sanitary kitchen facilities and staff to prepare, cook, and serve suitable food for its patrons;
- (3) Have staff available to serve meals prepared on the premises during any time the establishment is open for business;
- (4) Have a valid county health department food service permit and any other applicable local, state or federal permits, licenses, etc., required for food service establishments;
- (5) Have at least 50 percent of its total sales comprised of the sale of food prepared on the premises and nonalcoholic beverages consumed on the premises, and for this purpose, if a supper club make a minimum charge, cover charge, or admission charge, or any other nonfood charge, the amount so charged shall not be counted in computing total sales and shall not be counted as a food or beverage sale;
- (6) Have a permanent seating capacity, at tables, not counting bar stools, of at least 100 persons;
- (7) Be arranged and maintained such that all seating is open and unobstructed to the view of other persons in the facility;
- (8) Provide live entertainment including, but not limited to, bands, orchestras, singers, dancers, actors, performers, musicians or related live entertainment for more than two days in any week.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-204. - Eligibility for license—Private clubs.

- (a) In order to be eligible for a pouring or limited pouring consumption-on-the-premises license, a private club must be a veteran's organization, fraternal organization or other nonprofit organization all of which must be nationally chartered and maintaining a tax-exempt status under either the United States Internal Revenue Code or the state income tax law and:
 - (1) The local chapter has been in existence at least one year prior to the filing of its application for a license;
 - (2) Have at least 75 regular dues-paying members;
 - (3) Be organized and operated exclusively for pleasure, recreation, and other non-profitable purposes;
 - (4) Own, hire, or lease a building or space within a building for the reasonable use of its members, which building or space:
 - a. Has suitable kitchen and dining room space and equipment;
 - b. Is staffed with a sufficient number of employees for cooking, preparing, and serving meals for its members and guests; and
 - c. Has no member, officer, agent, or employee directly or indirectly receiving in the form of salary or other compensation any profits from the sale of alcoholic beverages beyond a fixed salary.
- (b) For purposes of subsection (a)(4) c. of this section, the term "fixed salary" means the amount of compensation paid any member, officer, agent, or employee of a private club as may be fixed for him by its members at a prior annual meeting or by the governing body out of the general revenue of the club and shall not include any commission or any profits from the sale of alcoholic beverages.

- (c) No alcoholic beverage license shall be granted to a private club organized or operated primarily for the selling or serving of alcoholic beverages.
- (d) Private clubs licensed under the provisions of this section shall not be required to maintain the percentage sale of food/nonalcoholic beverages as compared to alcoholic beverages, however, any such organization shall be subject to all chapter regulations dealing with general licensing and consumption on the premises.
- (e) Records supporting the organization's nonprofit tax-exempt status shall, at all times, be open for inspection by an authorized agent of the city.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-205. - Eligibility for license—Wine and craft beer boutique.

In order to [be] eligible for a limited pouring consumption-on-the-premises license a wine and craft beer boutique shall be defined as follows:

An establishment within the specific districts within the city designated by ordinance open to the public offering sales under a limited pouring license and not required to offer meals prepared on the premises. The purpose of the establishment will be to promote tourism through the sales and promotion of Georgia and other fine wines as well as craft beer. The establishment must meet all the following requirements:

- (1) The designated districts include:
 - a. The downtown overlay zoning district;
 - b. The designated commercial area of the Mirror Lake Planned Unit Development;
 - c. Other districts which may be designated by the mayor and council to promote tourism in the city.
- (2) An establishment in the specified districts, with only one such facility located within 750 feet of another such facility.
- (3) No distilled spirits may be offered for sale in any form.
- (4) Must have a seating capacity of table seating for a minimum of 25 people not including bar seating and must have seating that is open and unobstructed to the view of other persons in the facility.
- (5) Smoking shall not be permitted inside the boutique.
- (6) Must be located in a commercial space, no residential buildings.
- (7) Hours of operation on Friday and Saturday shall not exceed 12:00 midnight with the last service by 11:30 p.m. On Sunday through Thursday hours of operation shall not exceed 11:00 p.m. with the last service by 10:30 p.m.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-205.1. - Same—Brewery.

- (a) Breweries must comply with all applicable city, state and federal license requirements.
- (b) Breweries must pay all applicable state, city and county taxes.
- (c) Breweries may offer free tastings of malt beverages produced or manufactured on-site and educational and promotional tours during normal business hours in accordance with state law.

Sec. 4-205.2. - Eligibility for license—Hotel.

- (a) Hotels must comply with all applicable city, state and federal license requirements.
- (b) Hotels may gift alcohol at a ratio of no more than six malt beverages measuring 12 ounces or less each per guest-assigned room, per day.
- (c) Hotels must pay all applicable state, city and county taxes, including excise tax.
- (d) No hotel shall sell alcohol for consumption on or off premises. Hotel gifting licenses shall pertain only to the offering of malt beverages for free to guests of the hotel over the age of 21.
- (e) The usage of a “token” system in order to reward guests for staying at the hotel is permissible, however the application of tokens shall not exceed the ratio of servings as indicated in section 4-205.2(b) above.

(1) For the purposes of this section, a token system shall be defined as the usage of non-legal tender coins or tickets for guests to redeem malt beverages without cost. Tokens may be granted by the hotel manager upon guest check-in or daily for the length of the guest's stay.

- (f) No distilled liquors or wines may be gifted or sold as a part of a hotel gifting license.
- (g) Guests of the hotel are only permitted to consume alcohol in their individual private guest room or an enclosed dining room, lounge or banquet room otherwise closed to non-guests (as defined in section 4-1 of this ordinance).
- (h) The gifting of alcohol to parties or conventions renting public spaces within the hotel, such as a lounge, banquet room or recreational facility is prohibited.
- (i) Alcohol consumption in all lobbies, hallways, pool areas, game rooms, public restrooms, parking lots or any other public location specified or unspecified in this ordinance is strictly prohibited.

Sec. 4-206. - Ratio of alcoholic, nonalcoholic sales, statement of sales.

- (a) Should the total sales from food and nonalcoholic beverages reported by any licensee for consumption on the premises not equal those from the sale of all alcoholic beverages for any two consecutive reporting periods, the license may be suspended or revoked by the mayor and city council after a hearing, as provided for in section 4-34.
- (b) In addition to the reporting requirements detailed in section 4-104, the city manager may require that a licensee furnish a statement from a certified public accountant that reports the percentage of the licensee's total sales derived from the sale of food and nonalcoholic beverages sold on the premises compared to the sale of all alcoholic beverages sold on the premises in the licensee's most recent reporting period.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-207. - Illumination of premises, location of sale restricted.

- (a) All restaurants, hotels and supper club areas, including all tables, booths, and other areas where customers are served and including all passageways for customers, shall be sufficiently well illuminated so that they may be viewed by those inside the premises.

- (b) The sale of alcoholic beverages in any back room or side room, which is not open to the general public, is prohibited, except that this prohibition shall not apply with respect to:
 - (1) Private parties which have been scheduled in advance.
 - (2) Room service to hotel guests in their hotel rooms, provided a properly licensed restaurant or supper club is located on the premises, or the hotel has the appropriate gifting license.
 - (3) Private clubs.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-208. - Prohibited activities by employees.

- (a) It shall be unlawful for any employee of a restaurant, supper club, or private club to engage in the following:
 - (1) Dance or sit with customers on the premises while on duty status, including "breaks" as defined in section 4-154(j);
 - (2) Allow any customer to purchase food or drink, alcoholic or nonalcoholic, for an employee while on duty status, including "break periods" as defined in section 4-154(j);
 - (3) For an employee to consume or simulate the consumption of any alcoholic beverage while on duty status at the premises of his employer, including "breaks" as defined in section 4-154(j);
 - (4) Require, permit, suffer, encourage or induce any employee or person to solicit at the licensed premises for himself or for any person other than the patron and guest of the patron, the purchase by the patron of any drink, whether alcoholic or nonalcoholic; or money with which to purchase same; nor shall any licensee pay a commission or any other compensation to any person frequenting his establishment or to his agent or manager to solicit for himself, or for any other, the purchase by the patron of any drink, whether alcoholic or nonalcoholic.
- (b) For purposes of this section the term "employee" shall also apply to performers, dancers, entertainers, musicians engaged in temporary work, as well as regular employees.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-209. - Purchase of stock limited.

Licensees under this article shall purchase distilled spirits in sizes of one liter or larger unless a particular brand is not packaged in these size containers in which case the licensee may purchase such brand in the nearest size to such containers.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-210. - Hours of sale.

Consumption on the premises licensees may engage in the sale and service of alcoholic beverages only between the hours of 7:00 a.m. and 1:30 a.m., Monday through Saturday, and between the hours of 12:30 p.m. and 12:00 midnight on Sunday. Alcoholic beverages purchased and served prior to 1:30 a.m., Monday through Saturday, may be consumed on the premises until 2:00 a.m. Alcoholic beverages purchased and served prior to 12:00 midnight on Sunday may be consumed on the premises until 12:30 a.m.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-211. - Dancing on premises restricted.

Patron dancing shall be permitted at facilities licensed for consumption-on-the-premises sales only where:

- (1) Adequate space exists;
- (2) All fire and safety regulations are met;
- (3) Prior approval of the chief of police and the chief of the fire department have been obtained.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-212. - Removal of beverages prohibited.

- (a) Except as may be specifically permitted by state law [O.C.G.A. § 3-6-4], all alcoholic beverages sold by consumption-on-the-premises licensees shall be consumed only on the licensed premises. It shall be unlawful for any person to remove from the licensed premises any alcoholic beverages sold for consumption on the premises. Each licensee shall be responsible for ensuring that no person so removes any alcoholic beverages from the premises in any type of container.
- (b) Each consumption-on-the-premises licensee shall post in a prominent place at each exit from the licensed premises a sign in substantially the following form:

"It is a violation of city ordinance to take any type alcoholic beverage from this outlet."

Such sign shall be printed in uniform letters not less than one inch in height.

- (c) Unless permitted by city ordinance, it shall be unlawful for any person to drink or have in his possession an open container of any alcoholic beverage:
 - (1) On any public street, sidewalk, park or other public place within the city, or upon or within any motor vehicle on the streets, sidewalks, parks and public places of the city; or
 - (2) While on private property, open to public view, without the express permission of the owner, agent or person in lawful possession thereof.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-213. - Prohibited practices.

- (a) No consumption-on-the-premises licensee shall engage in any of the following practices:
 - (1) The giving away of any alcoholic beverages in conjunction with the sale of any other alcoholic beverages;
 - (2) The sale of two or more alcoholic beverages for a single price or the sale of all the alcoholic beverages a customer can or desires to drink;
 - (3) The sale or serving of two or more alcoholic beverages at substantially the same price customarily charged for one such alcoholic beverage;
 - (4) Requiring or encouraging the purchase of second or subsequent alcoholic beverage at the same time another alcoholic beverage is purchased or before the first such beverage has been consumed;
 - (5) Sponsoring, conducting, or allowing contests or promotions which have as their primary purpose the increasing of the consumption of alcoholic beverages on the premises.

- (b) This section shall not apply with respect to private functions not open to the public with respect to which the licensee has agreed to the use of the licensee's establishment by a person for a set period of time for a valuable consideration.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-214. - Brown bag establishments prohibited.

Brown bag establishments as defined in this chapter shall be prohibited within the city.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-215. - Sale by farm wineries.

A farm winery may sell its wine and the wine of any other state farm winery licensee at retail in a tasting room or other facility on the premises of the winery for consumption on the premises and in closed packages for consumption off the premises and to sell its wine and the wine of any other state farm winery licensee at retail for consumption on the premises and in closed packages for consumption off the premises in tasting rooms at a location within the city that is one of the five additional locations in the state authorized by O.C.G.A. § 3-6-21.1(b), but only if the annual production of wine by the farm winery is made in state in accordance with the source of berries, fruits or grapes as provided by the laws of the state and the rules and regulations of the state department of agriculture.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-216. - Licenses for farm wineries.

The alcoholic beverage licenses which may be issued to farm wineries under this chapter are:

- (1) *Wholesaler of farm winery production.* A farm winery shall be granted a wholesale license for sale and distribution as provided by O.C.G.A. § 3-6-21.1. Such license shall be issued upon application and payment of established fees and upon presentation of a receipt for payment of the state annual license tax as provided by the referenced code provisions in this section.
- (2) *Retail package sales of wine.* Each retail package sales license shall require that all sales shall be by and through the farm winery tasting room at the site for which said license is issued.
- (3) *Retail sales of wine.* Each license for retail sales of wine and malt beverages for consumption on the premises shall require that all consumption shall be at the farm winery site for which said license is issued. This site shall include any wedding or dining facilities associated with the farm winery.
- (4) *Multiple farms winery licenses.* A farm winery may apply for and, if approved, may be issued multiple farm winery licenses. At the primary farm winery facility where the wine is produced, such site may be licensed for wholesale, package retail sales and on-premises consumption. For any site other than the primary farm winery facility where the wine is produced, up to the maximum number of such sites as may be permitted by state statute, such site may be licensed for package retail sales and on-premises consumption. The license created in accordance with this article shall be limited to farm winery tasting rooms licensed by the state in accordance with O.C.G.A. § 3-6-21.1 et seq., and the licensee shall be permitted to perform only acts allowed in accordance with such statutes. No license is hereby created authorizing any other use.
- (5) *Alternate provision.* The first license at any site shall have a cost equal to the cost of a city alcoholic beverage license at the time of the application. Any license for two or more categories of sale shall require payment of the additional license fees as provided in the city fee schedule.

- (6) *Ratio of sales.* There shall be no specified or required ratio of alcohol sales to any other income for winery operations. Farm wineries shall operate on such days and hours as are provided by the Georgia Farm Winery Act, O.C.G.A. § 3-6-21.1 et seq., as amended from time to time and by the terms of this chapter for sale by consumption on the premises.
- (7) *Renewals.* All applications for renewal of a farm winery license or licenses shall be accompanied by a copy of the current state license. Failure to present a valid copy of a current and valid state license will result in a refusal to renew license. Timely application for renewal is determined by the date on which a complete and proper application has been submitted.
- (8) *Premises consumption.*
 - a. A farm winery may apply for a license for on-premises consumption of distilled spirits under the terms as provided under this chapter, retail sales of distilled spirits for consumption on the premises.
 - b. A farm winery may apply for a license for on-premises consumption of wine and malt beverages (not produced under the Georgia Farm Winery Act, O.C.G.A. § 3-6-21.1 et seq.) under the terms as provided under this chapter, retail sales of malt beverages and wine for consumption on the premises.
- (9) *Compliance with article.* All alcoholic beverage sales other than farm winery sales shall be in accordance with all terms of this chapter.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Secs. 4-217—4-236. - Reserved.

ARTICLE VIII. - GROWLERS

Sec. 4-237. - Definitions.

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

Ancillary growler license means the document issued by the city which allows under certain conditions, the filling of reusable containers commonly referred to as growlers on the premises of the licensee directly or vicariously through employees (permittees) who have proper permits issued hereunder or under the city alcoholic beverage code.

Approved closure means a cork, stopper or twist-type closure.

Beer or malt beverage means any alcoholic beverage obtained by the fermentation of any infusion or decoction of barley, malt, hops, or any other product, or any combination of such products in water containing not more than six percent alcohol by volume and including but not limited to ale, porter, stout, lager beer, small beer, and strong beer. Also included are beverages known as "non-alcoholic" beer, which is made by fermentation of any infusion or decoction of barley, malt, hops or other products, and containing less than three percent, but more than 0.1 percent alcohol by volume. The term "malt beverage" does not include sake, known as Japanese rice wine.

Growler means a properly sanitized reusable non-plastic container capable of holding no less than 32 fluid ounces nor no more than 64 fluid ounces and which shall be capable of being sealed with an approved closure type at the time of purchase for off premises consumption of the contents thereof.

License or primary license means the document issued by the city pursuant to section 4-25 which allows under certain conditions, the package sale of beer or wine on the premises of the licensee directly or vicariously through employees.

Licensee means the individual to whom a license for the package sale of beer or wine is issued under section 4-25. In the case of a partnership, limited liability company or corporation, all partners, officers and directors of the partnership or corporation are licensees.

Permittee means any individual to whom a pouring permit is issued for the dispensing of malt beverages or beers in establishments licensed for the filling of reusable containers commonly referred to as growlers on the premises of the licensee.

Person means any individual, firm, partnership, cooperative, nonprofit membership corporation, joint venture, association, company, corporation, agency, syndicate, estate, trust, business trust, receiver, fiduciary, or other group or combination acting as a unit, body politic, or political subdivision, whether public, private, or quasi-public.

Pouring permit means an authorization granted by the city to fill reusable containers commonly referred to as growlers on the premises of the licensee. Valid pouring permits issued under section 4-154 shall also be valid for the purposes of this article.

Premises means one room or more all contiguous in nature operating under the same trade name and which share a common entrance.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-238. - Ancillary growler license required.

Any applicant for or holder of a valid retail package beer and wine license (primary license) in the city shall also be eligible for an ancillary growler license upon approval of the primary license and payment of an additional regulatory fee in the amount of \$200.00 annually. The regulatory fee shall be paid upon original application and upon each renewal application and shall be in addition to any other fees associated with the applicant's mandatory primary license.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-239. - Regulations.

- (a) Growlers may only be filled by individuals possessing valid city pouring permits and may only be filled with malt beverages or craft beers from kegs procured from duly licensed wholesalers.
- (b) It shall be the responsibility of the individual or entity filling the growler to sanitize such growler prior to filling. The licensee must comply with the state department of agriculture's General Rules 40-7-1.40 requiring a "contamination free" transfer process for beverages and the use of washed, rinsed and sanitized growler fill tubes, which must be cleaned between each use and must comply with the state department of agriculture's best management practices for growler refilling.
- (c) Each growler must be securely sealed and removed from the premises in its original sealed condition utilizing an approved closure. At the time of the sale and/or refilling, a paper or plastic adhesive band, strip, or sleeve shall be applied to the container and extend over the top of the approved closure forming a tamper evident seal that must be broken upon opening of the container. The adhesive band, strip, or sleeve shall bear the name and address of the business filing the growler and the container must be displayed prominently on the container.
- (d) The licensee must comply with all federal and state laws and regulations regarding packaging and labeling alcoholic malt beverages. Each growler filled with a malt beverage or craft beer must contain the following warning which may be printed on the paper or plastic adhesive band, strip or sleeve that is applied to the container after filling or which may be affixed separately to the container on a preprinted label as follows:

"GOVERNMENT WARNING: (1) According to the Surgeon General, women should not drink alcoholic beverages during pregnancy because of the risk of birth defects. (2) Consumption of

alcoholic beverages impairs your ability to drive a car or operate machinery and may cause health problems."

- (e) Establishments licensed to fill growlers shall be authorized to offer without charge, samples of malt beverage or craft beer to patrons over the age of 21 years. Samples shall not exceed two ounces in volume nor shall any one individual be offered more than four samples within a 24-hour period. It shall be the responsibility of the licensee and any employee of the licensee to comply with the identification requirements of this chapter prior to filling a growler or supplying a sample to a patron to ensure the patron is of legal age to purchase and consume alcohol.
- (f) The filling of growlers by means of a tapped keg when properly dispensed by a permitted employee of a licensed retailer under the provisions of this article shall not constitute the breaking of a package as contemplated by O.C.G.A. § 3-3-26 or any other provision of any ordinance regulating the sale of package beer and wine in the city.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Secs. 4-240—4-260. - Reserved.

ARTICLE IX. - EXCISE TAXES

DIVISION 1. - GENERALLY

Sec. 4-261. - Tax imposed.

- (a) There is imposed by the city an excise tax on the first sale or use of malt beverages in the city, as follows:
 - (1) Where malt beverages, commonly known as tap or draft beer, are sold in or from a barrel or bulk container, a tax of \$6.00 on each container containing not more than 15 and one-half gallons and a proportionate tax at the same rate on all fractional parts of 15 and one-half gallons.
 - (2) Where malt beverages are sold in bottles, cans or other containers, except barrel or bulk containers, a tax of \$0.05 per 12 ounces and a proportionate tax at the same rate on all fractional parts of 12 ounces.
- (b) There is imposed by the city an excise tax on the first sale or use of wine in the city at a rate of \$0.22 per liter and a proportionate tax at the same rate on all fractional parts of a liter.
- (c) There is imposed by the city an excise tax on the first sale or use of distilled spirits in the city at the rate of \$0.22 per liter and a proportionate tax at the same rate on all fractional parts of a liter.
- (d) The excise taxes provided for in this section shall be imposed upon and paid by the licensed wholesale dealer. Such taxes shall be paid on or before the 20th day of the month following the month in which the alcoholic beverages are sold or disposed of by the wholesaler within the city. The tax shall be remitted on forms prescribed by the city manager.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Secs. 4-262—4-280. - Reserved.

DIVISION 2. - MIXED DRINKS

Sec. 4-281. - Imposition.

There is imposed upon the sale of mixed drinks in the city a tax in the amount of three percent of the purchase price of the mixed drinks to the consumer. Each licensee shall be allowed a deduction of three percent of the amount of taxes collected as reimbursement for the collecting of such taxes, provided that such tax is not delinquent at the time of payment. A record of each sale will be made in writing and maintained for inspection by any authorized agent of the city.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-282. - Collection.

Every consumption-on-the-premises licensee shall collect the tax imposed by this article from purchasers of mixed drinks. The licensee shall furnish such information as may be required by the city manager to facilitate the collection of the tax. In all cases where the purchase is deferred payment or credit, the licensee becomes liable for the collection and payment of the tax at the time of delivery of the mixed drink to the purchaser. The tax shall be remitted on forms prescribed by the city manager.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-283. - Dealers' returns as to gross proceeds of sales and purchases; granting of extensions.

- (a) Each dealer, on or before the twentieth day of each month, shall transmit returns to the city manager showing the gross sales and purchases arising from all sales and purchases taxable under this article during the preceding calendar month. The returns required by this subsection shall be made upon forms prescribed, prepared, and furnished by the city manager.
- (b) The city manager, in his discretion, may grant extensions, upon written application, to the end of the calendar month in which any return is due under this Code section.
- (c)
 - (1) Failure to file a timely return shall result in the loss of vendor's deduction for collection. There shall be a penalty of five percent per month and a one percent per month charge for interest until the debt is paid in full.
 - (2) Delinquent returns over 30 days shall result in a revocation of the alcohol license issued by the City of Villa Rica.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Secs. 4-284—4-299. - Reserved.

ARTICLE X. - WINE TASTING

Sec. 4-300. - Permit required; regulations.

A wine-tasting permit for purposes of this section shall be limited to a person possessing a current license from the city for the sale of wine by the package and a valid current wine license from the state.

- (1) No wine tasting shall be conducted on the premises of any place of business licensed to sell distilled spirits in the unbroken container. Any wine tasting occurring on the premises of a business possessing a license to sell wine by the package shall be limited to an area that is

separated from the retail area of the premises by walls or other partitions that prohibit pedestrian traffic through the wine tasting area.

- (2) An eligible licensee may petition the city for a wine-tasting permit provided it meets all requirements of this chapter and presently maintains a valid license for the sale of wine by the package issued by the city. A wine-tasting permit shall allow the permittee to offer or sell wine samples in connection with an instructional or educational promotion. A wine-tasting permit is intended to allow such activity on a limited basis and shall not be a part of the core operations of such establishment or occur on a daily basis.
- (3) A wine-tasting permittee shall be subject to all laws, rules and regulations of the city and state, including Rule 560-2-5-.05 of the state department of revenue, alcohol and tobacco division, and shall be subject to permit revocation for violation thereof.
- (4) Said wine-tasting permit need only be applied for once and shall automatically renew when said license to sell wine by the package is renewed; provided, however, that the city may revoke or suspend such wine-tasting permit and/or impose such conditions on its operation at the city's discretion for violation of this Code or in furtherance of the health, safety, and welfare of the city's inhabitants.
- (5) The one-time fee for application for the wine-tasting permit shall be equal to the established fee for applications for wine package sales. The wine-tasting permit shall be approved by the city manager or his designee.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Secs. 4-301—4-317. - Reserved.

ARTICLE XI. - ALCOHOL CATERING

Sec. 4-318. - Authority to sell; license required.

It shall be unlawful for any person to engage in, carry on or conduct the sale or distribution of alcoholic beverages off-premises and in connection with a catered event or function without first having obtained an alcoholic beverage catering license.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-319. - Eligibility for license.

- (a) Applicants for an alcoholic beverage caterer's license to sell wine and/or beer and malt beverage and/or distilled spirits for consumption off-premises in conjunction with an authorized catered function at facilities authorized for special event activities must also possess a valid license issued by the city and the state for the retail sale for consumption on-premises of the same alcoholic beverages.
- (b) A licensed alcoholic beverage caterer may only sell that which is authorized by his alcoholic beverage license. For example, if the alcoholic beverage caterer possesses a valid license to sell malt beverages, he may only sell malt beverages at the authorized catered event or function.
- (c) Those employed by a licensed alcoholic beverage caterer to dispense, serve, sell or handle alcoholic beverages must adhere to employee regulations as stated in this article.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-320. - License fees.

- (a) Each applicant shall pay a license fee of \$500.00 per year.
- (b) The license will be valid for the period of no longer than one year. The alcoholic beverage caterer shall apply for a new license annually in the same manner as the original period.

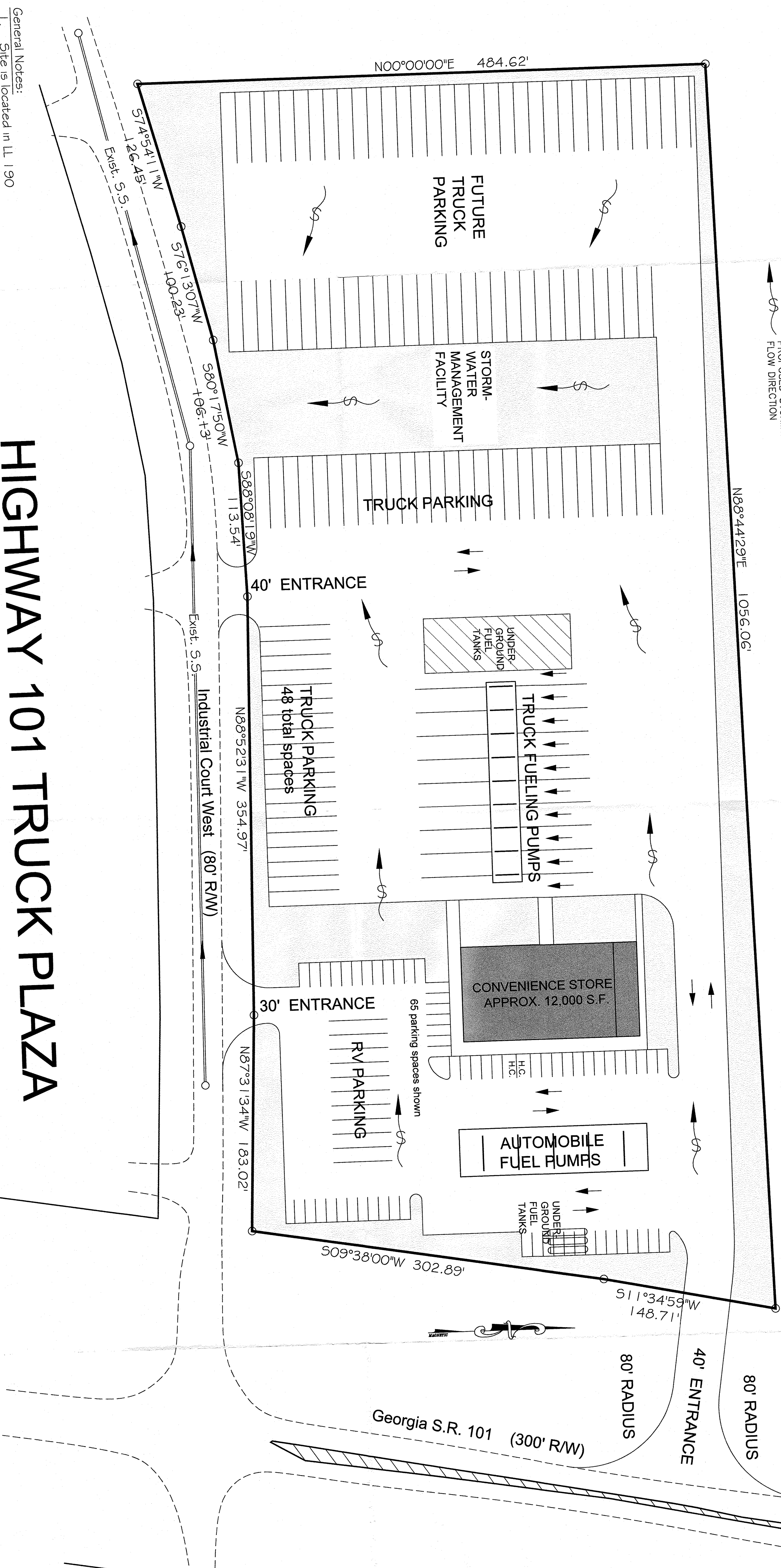
(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

Sec. 4-321. - Copy of license; sale without licenses; separate application and separate license required for each place of business.

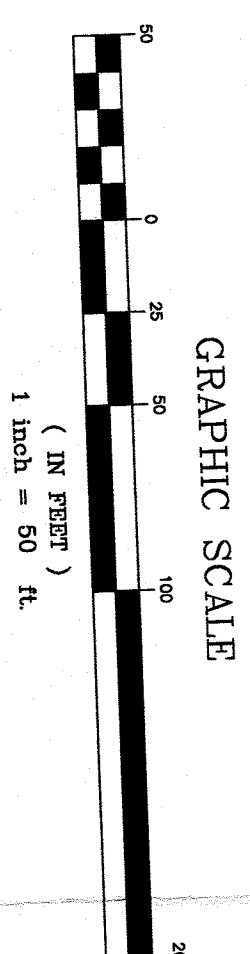
- (a) A copy of the license shall be kept in the vehicle transporting the alcoholic beverages to the catered event or function and shall be available for inspection at the catered event or function during the duration of such event or function.
- (b) No alcoholic beverage caterer may distribute or sell alcoholic beverages during any hours prohibited in the city.

(Ord. No. 22-16-CCO, § 2(Att.), 10-4-2016)

LEGEND
PROPOSED STORMWATER
FLOW DIRECTION



- General Notes:
1. Site is located in LL 190 6th District Carroll County, City of Villa Rica, Ga.
 2. Boundary information taken from plat by Crawford-Williams Assoc. Dated May 22, 1987
 3. Property contains 10.0 acres
 4. Property is currently owned by K & S Ventures, LLC.
 5. 125 Windsor Ct., Carrollton Ga. 30117
 6. Property is currently zoned GI-1-2 (General Industrial). Surrounding properties are zoned Industrial.
 7. Sanitary sewer is available for this property by way of an outfall sewer line located under Industrial Court West.
 8. Property is currently vacant and undeveloped.



Conceptual Plan prepared by
CD Freeman Design Services LLC
1795 Weems Road
Locust Grove Ga.
404-391-3352
cdfreemandedesign@gmail.com



**APPLICATION FOR
CONDITIONAL USE PERMIT**

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: 7/15/2020

APPLICANT

Applicant Name: Viral Patel

Address: 1450 Grovehurst Drive City: Marietta State: Ga. Zip: 30062

Phone: (678) 904 - 6880 Fax: () Email:

Agent Name: CD Freeman Design Services, LLC

Address: 1795 Weems Road City: Locust Grove State: Ga. Zip: 30248

Phone: (404) 391 - 3352 Fax: () Email: CDFreemandedesign@gmail.com

Owner Name (If different from applicant): K&S Ventures LLC David Schoerner, Managing Member

Address: 125 Windsong Ct. City: Carrollton State: Ga. Zip: 30117

Phone: (404) 583 - 1183 Fax: () Email: drs1850@gmail.com

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

CONDITIONAL USE

Project Name: Hwy. 101 Truck Plaza

Conditional Use Location (attach location map): Hwy. 101 at Industrial Court West

Proposed Use: Truck Plaza with Convenience Store

Square Footage of Site: 435,600 (10 Acres)

Assessor's Parcel Number: V030100037

Describe Proposed Conditional Use:

(For Office Use Only)

Total Amount Paid \$ Cash Check # Received by:

Application checked by: Date: Map Number(s):

Planning Commission: Approved ☐ Denied ☐ Date: Conditions: No ☐ Yes ☐ How many:

City Council Decision: Approved ☐ Denied ☐ Date: Conditions: No ☐ Yes ☐ How many:

Manager's Signature: Date:



CASE # _____
CONDITIONAL USE PERMIT

The procedure for approval of a Conditional Use Permit or a Communications Tower Special Use Permit is set forth in Section 2.03.D of the Unified Development Code (UDC). Generally, the process involves review by the Community Development Manager and the Planning Commission with a final review and decision by the City Council.

I, Viral Patel, hereby state that all of the above statements and statements contained in the documents submitted with this application are true.

VIRAL P. PATEL

Signature of Applicant

7/15/2020

Date

Required Materials to Accompany the Application:

The Community Development Manager may waive informational requirements upon finding that the information is not required to determine compliance with UDC requirements.

- ☐ 1. Copy of deed, lease, option agreement or other evidence of ownership or applicant's interest in the property. If the applicant is not the owner, attach a notarized statement signed by the owner authorizing the applicant to request the amendment.
- ☐ 2. A site development plan prepared in conformance with all application requirements;
- ☐ 3. A written statement describing the following:
 - a. The proposed use;
 - b. The effect the proposed development may have on surrounding properties and a statement of the facts indicating that the proposed change will not be detrimental to the general public interest and the purposes of this Code;
 - c. Whether such change is consistent with the intent and the purpose of this Code and the goals and policies of the Comprehensive Plan;
 - d. The areas that are most likely to be directly affected by such change and the likely effects;
 - e. Whether the proposed amendment is made necessary because of changed or changing social values, new planning concepts, or other social or economic conditions in the areas and zoning districts affected.
- ☐ 4. Any other exhibits as may be required by the Community Development Manager.



CASE # _____
CONDITIONAL USE PERMIT

Disclosure of Campaign Contributions

In accordance with the Conflict of Interest in Zoning Act, O.C.G.A., Chapter 36-67A, the following questions must be answered:

Has the applicant¹ made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the City Council or Planning Commission who will consider the application?

Yes _____ No X

If Yes, the applicant and the attorney representing the applicant must file a disclosure report with the City within ten (10) days after this application is first filed. Please supply the following information that will be considered as the required disclosure:

Council/Planning Commission Member Name	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Board Member

We certify that the foregoing information is true and correct, this _____ day of _____, 20____.

Applicant's Name – Printed

Signature of Applicant

Applicant's Attorney, if applicable – Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public

1. Applicant means any individual or business entity (corporation, partnership, limited partnership, firm enterprise, franchise, association, or trust) applying for rezoning or other action.



CASE # _____
CONDITIONAL USE PERMIT

Disclosure of Campaign Contributions

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Yes _____ No X

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Council/Planning Commission Member Name	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Board Member

We certify that the foregoing information is true and correct, this _____ day of _____, 20____.

Viral Patel
Applicant's Name - Printed

Viral Patel
Signature of Applicant

Applicant's Attorney, if applicable - Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 23rd day of July, 2020.

[Signature]
Notary Public



¹ Applicant means any individual or business entity (corporation, partnership, limited partnership, firm enterprise, franchise, association, or trust) applying for rezoning or other action.

General assessment for proposed development located at intersection of Hwy 101 and Industrial Pkwy.

The new owner/developer proposes an amendment to the existing zoning, by way of a Conditional Use Permit, to construct a truck plaza at this location. The development will be designed and constructed to accommodate temporary parking for approximately 80 to 100 semi-trucks with trailers. A general convenience store will be constructed and stocked with grab and go items and space will be made available for a fast food type facility within the store. Diesel fuel pumps will be provided in the rear of the facility to accommodate large trucks and in the front adequate gas pumps will be provided for the general public.

This site has remained idle for over 20 years since it was cleared and graded. Construction of this facility will boost the local economy immediately as the construction costs are estimated between four to five million dollars. This property and all the surrounding properties are currently zoned I2, Medium Density Industrial. The proposed facility will adhere to the intended goals and policies of the Comprehensive Land Use Plan and adhere to all setbacks and landscape requirements pursuant to that zoning. Because of its location, construction of a truck plaza in this area should result in no detrimental impacts to the general public nor existing traffic patterns. This facility once completed should enhance the general area since it will be utilized mostly by the existing businesses and their trucking needs. The center will be a huge plus for truckers refueling before traveling to their destinations.

Being located on a main corridor and away from any residential zoning, the general public should not be adversely impacted by this development. The construction of the truck plaza will allow only temporary resting area for truckers. Several hundred trucks pass through this area daily from the many industrial and manufacturing facilities and this will provide a quick and much needed refueling station. The facility will likewise be accessible to the general public for fuel and convenience items.

Letter of Intent to Purchase Real Estate

July 9, 2020

RE: Letter of Intent to Purchase
The Carroll County (GA) parcel number in the City of Villa Rica "V030100037"

Dear Seller K & S Ventures, LLC,

This Letter of Intent shall serve as an indication of interest on behalf of Viral Patel in acquiring the above referenced property under the following terms and conditions

WPS

Purchaser: Viral Patel (Rick)
Seller: K & S Ventures LLC
Property: 10 ^{2.68} ~~Acres~~ parcel
Zone: General Industrial
Purchase Price: Purchase Price shall be Eight Hundred Thousand (\$800,000) Dollars payable in cash at closing.

Earnest Money:

Purchaser shall deliver Ten Thousand (\$10,000) dollars to the escrow agent as earnest money with the formal Purchase Contract. Earnest Money shall be fully refundable to Purchaser upon termination at any time prior to the satisfaction of Conditions Precedent to Closing.

Due Diligence Period: 60 days

Closing Period: The closing shall occur on or before October 9th, 2020.

Conditions Precedent to Closing:

Purchaser's obligation to close is subject to the satisfaction of the following conditions:

1. Appraisal showing the value of the property equal to or greater than the proposed purchase price.
2. Satisfactory Title Report.
3. Satisfactory Soil test report.
4. Confirm sanitary sewer accessibility line with adequate capacity for C-store development on this parcel.
5. Zoning is appropriate to develop Truck Stop including C-store on this parcel.

Inspection:

After the final acceptance of a binding Purchase Agreement, Purchaser may have Thirty (30) days to have the Real Estate inspected by a person of Purchaser's choice to determine if there are any unsafe conditions or other damage, including the presence of radon gas, any lead-based paint hazards, and inspections for other conditions that are customary to the locality and/or that are required by law. Buyer shall have full permission to conduct any sub-surface testing upon the Real Estate, including, but not limited to a Phase II environmental test. Furthermore, the Real Estate is being sold in free and clear of all liens and environmental issues.

Non-Binding:

This Letter of Intent does not, and is not intended to, contractually bind the parties, and is only an expression of the basic conditions to be incorporated into a binding Purchasing Agreement. This Letter of Intent does not address all of the essential terms of any potential Purchase Agreement. This Letter does not

require either party to negotiate in good faith or to proceed to the completion of a binding Purchase Agreement. The parties shall not be contractually bound unless and until they enter into a formal, written Purchase Agreement, which must be in form and content satisfactory to each party and to each party's legal counsel, in their sole discretion. Neither party may rely on this Letter as creating any legal obligation of any kind; neither party has taken or will take any action in reliance on this non-binding Letter of Intent, whether a contract claim, a claim for reliance or estoppel (such as a claim for out-of-pocket expenses incurred by a party), or a claim for breach of any obligation to negotiate in good faith.

Confidentiality:

Buyer and Seller agree to make good faith efforts to hold any pricing terms, negotiations, and any other confidential information in confidence and will not disclose this information to any person or entity without prior written consent from either party.

Closing Costs:

Seller shall pay all documentary stamps which are required to be affixed to the General Warranty Deed.

Purchaser shall pay the cost of recording the Limited Warranty Deed.

Purchaser and Seller shall each pay their own attorney's fees.

2020 PROPERTY TAXES TO BE PRORATED BETWEEN BUYER & SELLER AS OF DATE OF CLOSING.

The purpose of this letter is to identify the basic terms and conditions which are acceptable to both parties in an effort to facilitate the preparation of a formal Purchase Agreement for closing. A formal Purchase Contract will be prepared within 12 working days of acceptance.

Should you have any questions or if I may be of any assistance, please do not hesitate to contact me.

Sincerely,

Viral P. Patel

Purchaser: Viral Patel
Address: 1450 Grovehurst Dr, Marietta, GA 30062
Cell: 678-907-6880

Acknowledge and Accepted by Seller on 7/9/2020

David R. Schuemer

Seller: K & S Ventures, LLC
David R. Schuemer, Managing Member
Address: c/o 125 Windsong Court, Carrollton, Ga 30117
Cell: 404-583-1183

K & S Ventures LLC
125 Windsong Court
Carrollton, Ga 30117

July 15, 2020

To: Planning and Zoning Department
City of Villa Rica
517 W. Bankhead Highway
Villa Rica , GA 30180

Dear Staff,

I, David R. Schoerner, Managing Member of K & S Ventures LLC, do hereby authorize the applicant , Viral P.(Rick) Patel to request the attached Conditional use permit, for our parcel number V030100037.

Sincerely,

K & S Ventures LLC



David R. Schoerner
Managing Member

Notary: Ashley Duffey

Ashley Duffey

Date: 07-08-2020





Planning & Zoning

Community Development Department

CU-01-20

Council Ward: 2

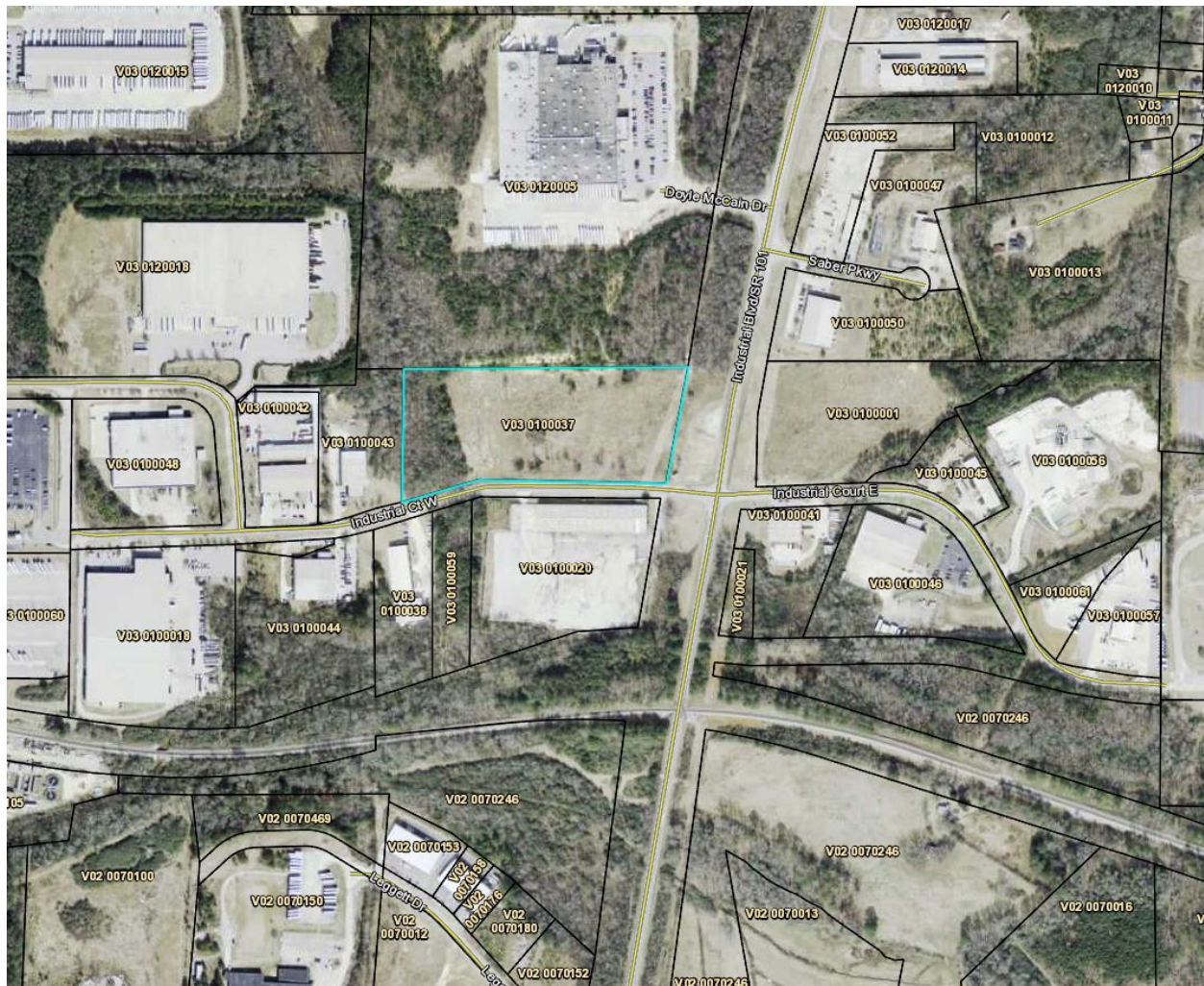
Planning Board Member: Tom Flowers

City Council Member: Leslie McPherson

Public Hearing Dates

City Council: August 11, 2020

Request: Special Use Permit/Conditional Use Permit for a Truck Stop and Convenience Store with accessory Truck Parking



Applicant: Viral Patel
1450 Grovehurst Drive
Marietta, GA 30062

Parcel Number(s): V02 0100037
Acres: 10
Current Land Use: Vacant
Future Development: Industrial

Location: NW Corner of Highway 101 and W. Industrial Court, in Land Lot 190 of the 6th District in Carroll County.

Project Description:

The applicant is requesting a Special Use Permit/Conditional Use Permit for the purpose of operating a truck stop and convenience store with accessory truck parking for 80 to 100 semi-trucks with trailers.

Surrounding Properties:

Current Zoning		Land Use
North	Industrial Medium-Density (I2)	Industrial
East	Industrial Medium-Density (I2)	Vacant
South	Industrial Medium-Density (I2)	Industrial/Vacant
West	Industrial Medium-Density (I2)	Industrial

Special Use/Conditional Use Review Standards:

The Code of the City of Villa Rica Zoning Ordinance Section 11.09(4)a, the following criteria shall be used when determining approval of a Special Use Permit/Conditional Use Permit:

- i) **Is in fact a permitted Special Exception use as listed in each zoning district and appears on Table 4.3: Permitted and Special Exception Land Uses of Chapter IV: Zoning Districts for the zoning district involved;**

The truck stop is a permitted Special Exception requiring a Special Use Permit.

- ii) **Will be harmonious and consistent with the character of the zoning district and in accordance with the general objectives, or with any specific objective of the City's Comprehensive Plan and the Zoning Ordinance;**

The proposed truck stop is consistent with the character of the I2 Industrial Medium-Density Zone. The surrounding properties are all zoned industrial and are used for industrial purposes. The truck stop/travel center is proposed to services the trucks entering and leaving the industrial park, as hundreds of trucks travel the Highway 101 corridor daily. This use will meet the needs of the truck drivers before they travel to I-20. No residential uses are located near the proposed truck stop. No convenience stores are located near the truck stop, or within the northwestern section of the city.

- iii) **Will be designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such use will not change the essential character of the same area;**

Because the property is in the Industrial Character Area, which promotes industrial activity and healthy industrial parks, the use is most appropriate for this Industrial Character Area compared to other Industrial Character Areas. The main users of the facility are truck drivers for the truck parking portion of the use, and the convenience store will be used by both truck drivers and area residents and travelers on Highway 101. The appearance and character of the area are not proposed to change based on the submitted concept plan, and existing construction in the area.

- iv) **Will be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and**

sewer, and schools; or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately any such services;

The property has access to water and sewage services and is located within 2 miles of the Carroll County Fire Department. All other public facilities are supplied by the City of Villa Rica. Although from a road capacity standpoint Highway 101 will not need improvements, the W Industrial Ct intersection may require upgrading, including acceleration lanes, deceleration lanes, turning lanes and/or a traffic light, subject to review by the City Engineer and the Georgia Department of Transportation (GDOT). Highway 101 belongs to the largest street classification category (Major Arterial) and is intended for heavy traffic, including trucks.

- v) Will not create excessive additional requirements at public cost for public facilities and services and will not be detrimental to the economic welfare of the community;**

The use as proposed is not detrimental to the community's economic welfare or proposed to increase the need for additional community facilities or services.

- vi) Will not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare, or odors;**

The use will generate increased traffic at the intersection of W Industrial Ct and Highway 101 because of the increase in truckers using that facility for refilling, parking/sleeping, and RV parking. Automobiles are also proposed to use the fuel pumps and convenience store. As with all fueling stations, the presence of fumes and odors are inherent. The isolation of this property from residential properties remove any potential nuisance to the general welfare concerns.

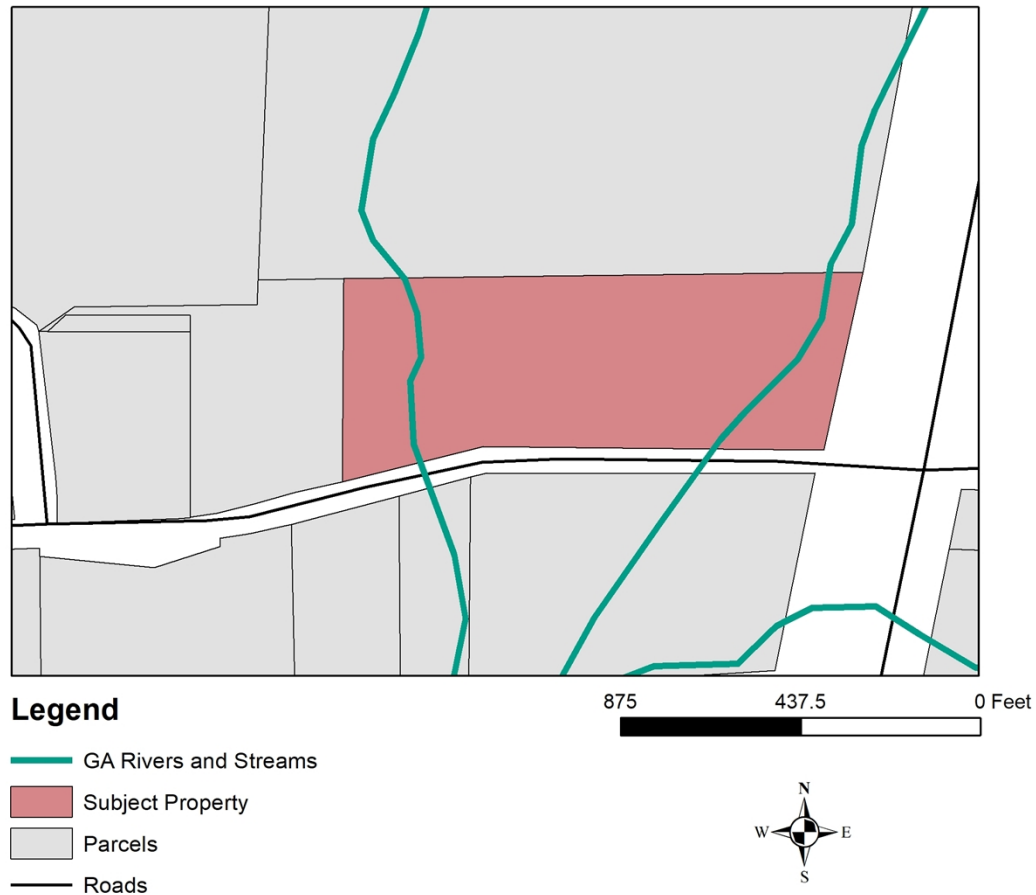
- vii) Will have vehicular approaches to the property, which shall be so designed as not to create an interference with traffic on surrounding public thoroughfares; and**

Vehicular approaches have not been indicated on the submitted Concept Plan. All traffic related improvements along Georgia Highway 101 are required to be reviewed by GDOT, to which they will determine if traffic improvements are warranted. The W Industrial Ct aprons and any acceleration/deceleration lanes are subject to the requirements of the Villa Rica City Engineer and the Development Code.

- viii) Will not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance.**

The property will not create any such damage or destruction. No historic resources have been documented on this property. There are two streams/tributaries that cross the property, that would be subject to the state and local stream buffer requirements (including the 75', 50' and 25'). The far eastern section of the property, near GA Highway 101 is located in FEMA Flood Zone X, which represents an area of moderate flood hazard that is determined to be outside the Special Flood Hazard Area between the limits of the base flood and the 0.2-percent-annual-chance (or 500-yr) flood.

Nearby Streams and Rivers



Staff Comments:

The applicant is requesting a Special Use Permit for the purpose of a truck stop. The purpose of Special Use/Conditional Use review is to allow the City to exercise some discretion over the extent and design of certain activities that could have a detrimental effect on the community if permitted to exist in large numbers, in certain locations or without special conditions. Therefore, these regulations enable the City to authorize a Special Use subject to conditions that mitigate the potential problems associated with the use or its location in relation to the neighboring properties. A Special Use is not a use by right.

Recommendation:

APPROVAL WITH CONDITIONS

1. RV Parking must be limited to no more than one (1) overnight stay.
2. Addition of a traffic light at W Industrial Ct and Highway 101 should the Villa Rica Engineer or GDOT require such improvements.
3. All parking to be provided on site. No parking to be allowed on adjoining parcels or on streets.
4. The consequence of a substantial violation shall be revocation of the conditional use permit by the City Council. The applicant will be allowed 30 days to resolve the violation

prior to the City initiating revocation procedures. Grounds for revocation include the following:

- a. Non-compliance with any special conditions imposed by the Code or by the Council at the time of approval
- b. Violation of any provisions of the Code pertaining to the use of the land, construction or uses of buildings or structures or activities conducted on the premises
- c. Violation of any other applicable Code provisions or any state or federal law or regulation

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 27th, 2020**; a sign has been posted on the subject property; and all abutting property owners have received notification via certified mail.

Public Response:

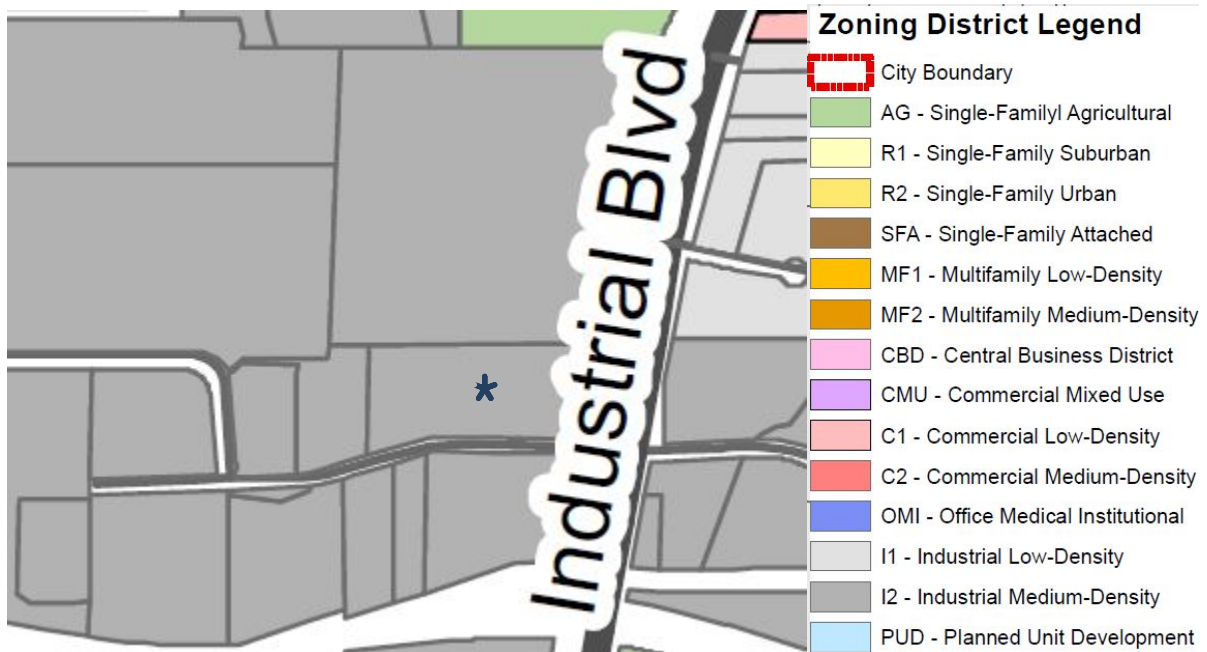
In response to the public notifications, property owners within the surrounding neighborhoods have not contacted the City.

Ronald Johnson, Planning & Zoning Specialist
Department of Community Development

Attachments:

1. Application
2. Concept Plan prepared by CD Freeman Design Services, LLC, undated.
3. Zoning Map

Zoning Map:





Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: The Falls at Mirror Lake Phase II Final Plat Approval

AGENDA DATE: August 11, 2020

DATE PREPARED: July 29, 2020

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

AMOUNT: N/A

GL ACCOUNT #: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM? N/A

PURPOSE: The purpose of this agenda item is to present the Final Plat for the Falls at Mirror Lake Phase II to the Mayor and City Council for approval. After approval, the Plat can be recorded and building permits may be issued.

BACKGROUND: The Falls at Mirror Lake development was started with phase I back in 2007 just before the downturn of the economy. In recent years, all the remaining lots in phase I have been permitted. This Phase II plat represents 32 additional lots. Before the Final Plat can be presented to the Mayor and City Council, there are several requirements by the developer that must be met: The Plat must be reviewed and approved for content, a maintenance bond to cover all public infrastructure (for 18 months) must be posted, all development work must be inspected and approved by City staff, monthly street light fees must be paid for 12 months in advance and as-built records of all public infrastructure must be received by the Community Development Department. All of these requirements are set forth in the City of Villa Rica Development Regulations approved by the Mayor and City Council in May of 2018.

STAFF RECOMMENDATION: All requirements have been met and staff recommends approval.

IMPACT:

MOTION: I make a motion that we approve the Final Plat for the Falls at Mirror Lake Phase II.

P:\MIRROR LAKE\Survey\A2995.0007-FP.dwg, SHEET 1, dcooppock, Jul 22, 2020 - 8:10:03am

THIS BOX IS RESERVED FOR THE CLERK OF SUPERIOR COURT
RECORDING INFORMATION.

FINAL PLAT OF
THE FALLS
@ MIRROR LAKE ~ PHASE 2
LAND LOT 173 ~ 2ND DISTRICT ~ 5TH SECTION
CITY OF VILLA RICA
DOUGLAS COUNTY, GEORGIA

REFERENCES

1. LAND DISTURBANCE PLANS FOR THE FALLS AT MIRROR LAKE PHASE 2 PREPARED FOR THE PACIFIC GROUP BY GREYDEN ENGINEERING, LLC DATED 3/15/19.
2. BOUNDARY SURVEY BY GUNNIN LAND SURVEYING, LLC DATED 3/10/19.

FLOOD NOTE

AS SHOWN ON FLOOD INSURANCE RATE MAPS OF DOUGLAS COUNTY, GEORGIA COMMUNITY PANEL NUMBER: 13045C0157E & 13097C0126C, EFFECTIVE DATE 8/15/19 & 8/18/19, THIS PROPERTY IS NOT LOCATED IN A FEMA FLOOD HAZARD ZONE.

SURVEY NOTES

NO N.G.S. MONUMENT FOUND WITHIN 500 FEET OF ANY POINT ON THE SUBJECT PROPERTY.

ALL PROPERTY CORNERS REFERENCED AS I.P.S. INDICATES A ½" REBAR PLACED W/CAP LSF 001179 UNLESS OTHERWISE NOTED.

MOORE BASS CONSULTING AND/OR ROBERT J. DEBIEN DO NOT GUARANTEE THAT ALL EASEMENTS AND SUB-SURFACE CONDITIONS WHICH MAY AFFECT THIS PROPERTY ARE SHOWN.

THIS DRAWING HAS BEEN GENERATED ELECTRONICALLY. THIS MEDIA SHOULD NOT CONSIDERED A CERTIFIED VALID DOCUMENT UNLESS IT HAS BEEN PROPERLY SEALED, SIGNED, AND DATED BY ROBERT J. DEBIEN IN CONTRASTING COLOR OF INK PER O.C.G.A. 43-15-22.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT WHICH COULD REVEAL ENCUMBRANCES NOT SHOWN. ALL MATTERS TO TITLE ARE EXCEPTED.

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PARTY OR ENTITY NAMED HEREON AND THE CERTIFICATION DOES NOT EXTEND TO ANY OTHERS.

THIS PLAT MAY NOT CONFORM TO THE BEARINGS AND DISTANCES RECORDED ON THE DEED AND/OR PLAT OF RECORD DUE TO SEVERAL FACTORS INCLUDING, BUT NOT LIMITED TO, THE NATURE OF THE ADVANCES IN SURVEYING TECHNOLOGY SUCH AS ELECTRONIC DISTANCE MEASURING DEVICES AND THE ADVENT OF SURVEY GRADE G.P.S. MEASUREMENT EQUIPMENT.

THIS SURVEY IS REFERENCED TO THE NORTH AMERICAN DATUM (N.A.D.) OF 1983(1994 ADJUSTMENT) FOR HORIZONTAL DATUM AND THE NORTH AMERICAN VERTICAL DATUM (N.A.V.D.) 1988 FOR THE VERTICAL DATUM. THE USE OF G.P.S. SURVEY MEASURING TECHNIQUES WERE USED FOR THESE DATUMS AND BASED ON THE POSITIONAL VALUES FOR THE VIRTUAL REFERENCE STATION NETWORK DEVELOPED BY EGPS SOLUTIONS. THE ORTHIMETRIC HEIGHTS WERE DERIVED USING THE GEOID A12.

ALL DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.

UTILITIES SHOWN ARE BASED ON ABOVE GROUND EVIDENCE. ADDITIONAL UTILITIES MAY EXIST ABOVE OR BELOW GROUND. NO CERTIFICATION OR GUARANTEE IS MADE AS TO THE ACCURACY OR THOROUGHNESS OF THE UTILITIES OR STRUCTURES SHOWN HEREON. PER GEORGIA LAW THE UNDERGROUND UTILITIES PROTECTION SERVICE MUST BE CALLED PRIOR TO THE COMMENCEMENT OF ANY AND ALL EARTH DISTURBING ACTIVITIES.

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 17,183 FEET, AND AN ANGULAR ERROR OF 02" PER ANGLE. IT WAS A CLOSED LOOP TRAVERSE AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.

"THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 440,829 FEET. " THE CLOSURE PRECISION PLACED ON THE SURVEY SHALL BE BASED ON AN ACTUAL MAP CLOSURE THAT HAS BEEN INDEPENDENTLY CALCULATED BY THE SURVEYOR BY USING THE BEARINGS AND DISTANCES FROM THE FACE OF THE PLAT, AND SHALL NOT BE A GENERALIZATION.

ALL LOTS OR PARCELS SHOWN ON LINEAR AND ANGULAR MEASUREMENTS WERE OBTAINED USING A TRIMBLE S6 ROBOTIC TOTAL STATION & CHAMPION TKO ROVER GPS UNIT. THE FIELDWORK WAS COMPLETED 5/21/2020 ON THIS PROJECT.

OWNER/DEVELOPER

LIBERTY COMMUNITIES, LLC
P.O. BOX 2422
McDONOUGH, GA 30253

24 HR. CONTACT
CORY GRANT
678-282-7275

SURVEYOR'S CERTIFICATE

AS REQUIRED BY SUBSECTION (c) OF O.C.G.A. SECTION 15-6-67, THIS MAP OR PLAT HAS BEEN PREPARED AND ISSUED FOR SUBMITTAL AND APPROVAL BY THE LOCAL JURISDICTION AS IS EVIDENCED BY THE APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THE SURVEY OR MAP AS TO INTENDED USE OF ANY PARCEL. FURTHER, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS MAP, PLAT, OR PLAN COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67. IT IS HEREBY CERTIFIED THAT PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY MADE ON THE GROUND UNDER MY SUPERVISION, TO THE ACCURACY REQUIRED BY THE SUBDIVISION REGULATIONS OF HENRY COUNTY, GEORGIA, AND THAT THE MONUMENTS SHOWN HAVE BEEN PLACED TO THE SPECIFICATIONS SET FORTH IN SAID REGULATIONS.

CITY OF VILLA RICA SURVEYORS CERTIFICATE:
It is hereby certified that this plat is true and correct and was prepared from an actual survey of the property by me or under my supervision, that all monuments shown hereon actually exist or are marked "future" and their location, size, type and material are correctly shown, and that all requirements of the development and zoning regulations have been fully complied with.

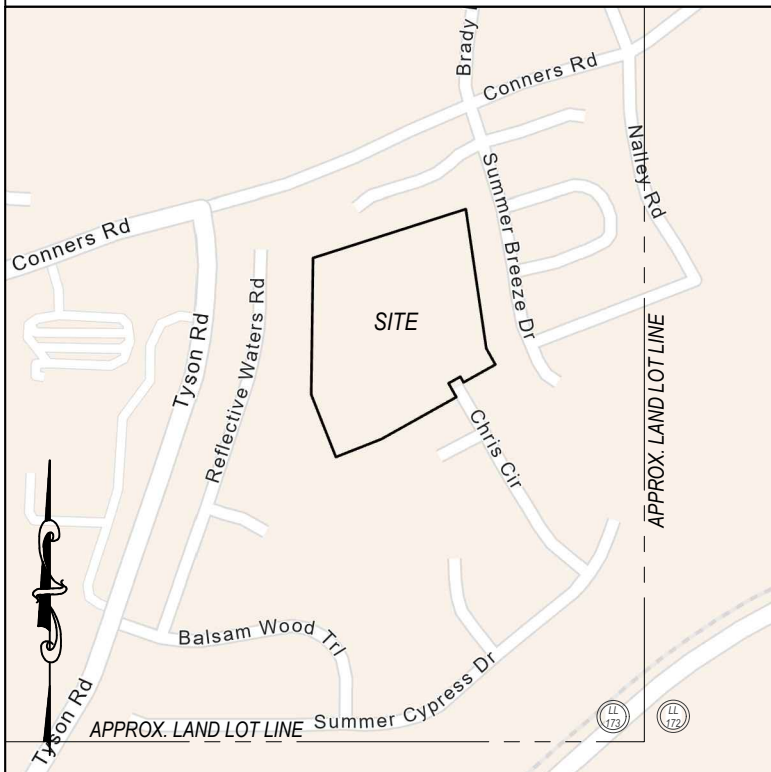

ROBERT J. DEBIEN, GA REGISTERED LAND SURVEYOR NO. 2964
7/21/2020
DATE

OWNER'S CERTIFICATE

THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, ACKNOWLEDGES THAT THIS PLAT WAS MADE FROM THE ACTUAL SURVEY AND DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL STREETS, PARKS, WATER COURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES HEREIN SHOWN FOR THE PURPOSE(S) THEREIN EXPRESSED.

OWNER/AGENT
DATE

VICINITY MAP (NOT TO SCALE)



GENERAL SITE NOTES

1. SITE AREA: 9.89 ACRES
2. ZONING: PD
3. ADJACENT ZONING: PD
4. SET BACKS:
FRONT : 20 FEET UNLESS OTHERWISE NOTED
REAR : 30 FEET
SIDE : 5 FEET
5. PROPOSED PHASE 2:
TOTAL UNITS: 31
MIN DWELLING SIZE : 1,600 SQ. FT.
LOT DENSITY: 3.125 UNITS/AC
MIN LOT WIDTH:
MIN LOT FRONTAGE:
6. COMMON OPEN SPACE (PHASE 2):
COMMON OPEN SPACE (1) : 0.67 ACRES
COMMON OPEN SPACE (2) : 0.52 ACRES
7. DRAINAGE EASEMENTS OFF THE RIGHT OF WAY SHALL BE MAINTAINED BY THE PROPERTY OWNER.
8. FOR LOTS UPSTREAM OF CULVERT ROAD CROSSINGS, FINISH FLOOR ELEVATIONS SHALL BE NO LESS THAN 2 FEET ABOVE THE LOW POINT IN THE ROAD.
9. SIDEWALKS ARE REQUIRED TO BE INSTALLED WITH THE CONSTRUCTION OF EACH HOME.
10. PROTECTIVE COVENANTS RECORDED IN *****
11. HALF INCH REBAR WITH IDENTIFICATION CAPS SET AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.
12. EASEMENT CENTERED ON CONSTRUCTED STORM SEWERS.
13. UTILITIES:
POWER: CARROLL EMC
WATER: DOUGLAS COUNTY WATER AND SEWER AUTHORITY
SEWER: CITY OF VILLA RICA
GAS: GAS SOUTH

CITY OF VILLA RICA CERTIFICATE

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

COMMUNITY DEVELOPMENT DIRECTOR
DATE

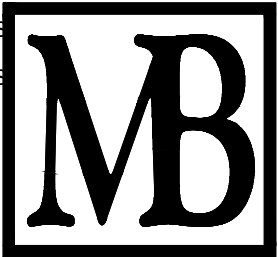
MAYOR
DATE

DATE	7/14/2020
FILE #	A2995.0007
CONTRACT #	
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CHECKED BY	RJD
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REVISIONS

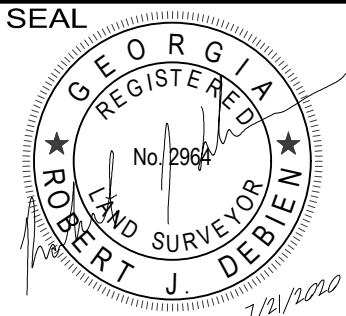
1. 7/13/20 REVISED PER CITY COMMENTS
2. 7/21/20 REVISED PER CITY COMMENTS



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SHEET TITLE

FINAL
PLAT



PROJECT
THE FALLS
AT MIRROR LAKE
PHASE 2

CLIENT NAME
THE PACIFIC GROUP
5755 DUPREE DRIVE NW
ATLANTA, GA 30327

Moore Bass

C O N S U L T I N G
TALLAHASSEE ATLANTA

324 INDUSTRIAL BLVD. McDONOUGH, GA 30253 PH: (770)914-9394
www.moorebass.com

SHEET

1
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3

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(CA. WEST 200W)
GRID NORTH

GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.

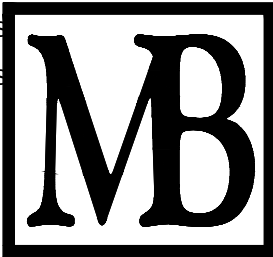
LEGEND

DB	DEED BOOK	EOP	EDGE OF PAVEMENT
PB	PLAT BOOK	FH	FIRE HYDRANT
PG	PAGE	L	LINE LABEL
LL	LAND LOT	N/F	NOW OR FORMERLY
OTP	OPEN TOP PIPE	PKS	PK NAIL SET
RB	REBAR	SSE	SANITARY SEWER EASEMENT
IPF	IRON PIN FOUND	UE	UTILITY EASEMENT
IPS	1/2" REBAR W/C LSF 001179	REF	REFERENCE
CTP	CRIMP TOP PIPE	C/O	SEWER CLEAN OUT
C&G	CURB & GUTTER	SQ. FT.	SQUARE FOOT
R/W	RIGHT OF WAY		IRON PIN FOUND
N/F	NOW OR FORMERLY		IRON PIN SET
-E-	OVERHEAD POWER LINE		CALCULATED POINT
CMP	CORRUGATED METAL PIPE		POWER POLE (PP)
SWMF	STORMWATER MANAGEMENT FACILITY		FIRE HYDRANT (FH)
TBM	TEMPORARY BENCHMARK		WATER VALVE (WV)
POB	POINT OF BEGINNING		WATER METER (WM)
POC	POINT OF COMMENCEMENT		JUNCTION BOX (JB)
RCP	REINFORCED CONCRETE PIPE		SANITARY SEWER MANHOLE (SSMH)
DIP	DUCTILE IRON PIPE		DROP INLET (DI)
PVC	POLYVINYL CHLORIDE PIPE		R/W MONUMENT
HDPE	HIGH DENSITY POLYETHYLENE PIPE		SINGLE WING CATCH BASIN
P	PROPERTY LINE		DOUBLE WING CATCH BASIN
CL	CENTERLINE		CURB INLET
ID	IDENTIFICATION		HEADWALL (HW)
B.S.L.	BUILDING SETBACK LINE		FLARED END SECTION
BOC	BACK OF CURB		LIGHT POST (LP)
C	CURVE LABEL		YARD INLET
CI	CURB INLET		SEWER CLEAN OUT
DE	DRAINAGE EASEMENT		

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CHECKED BY	RJD
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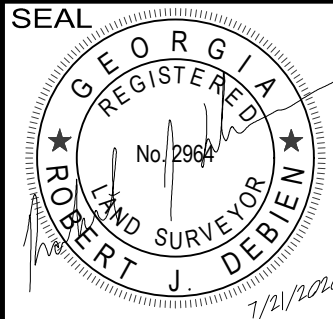
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Moore Bass

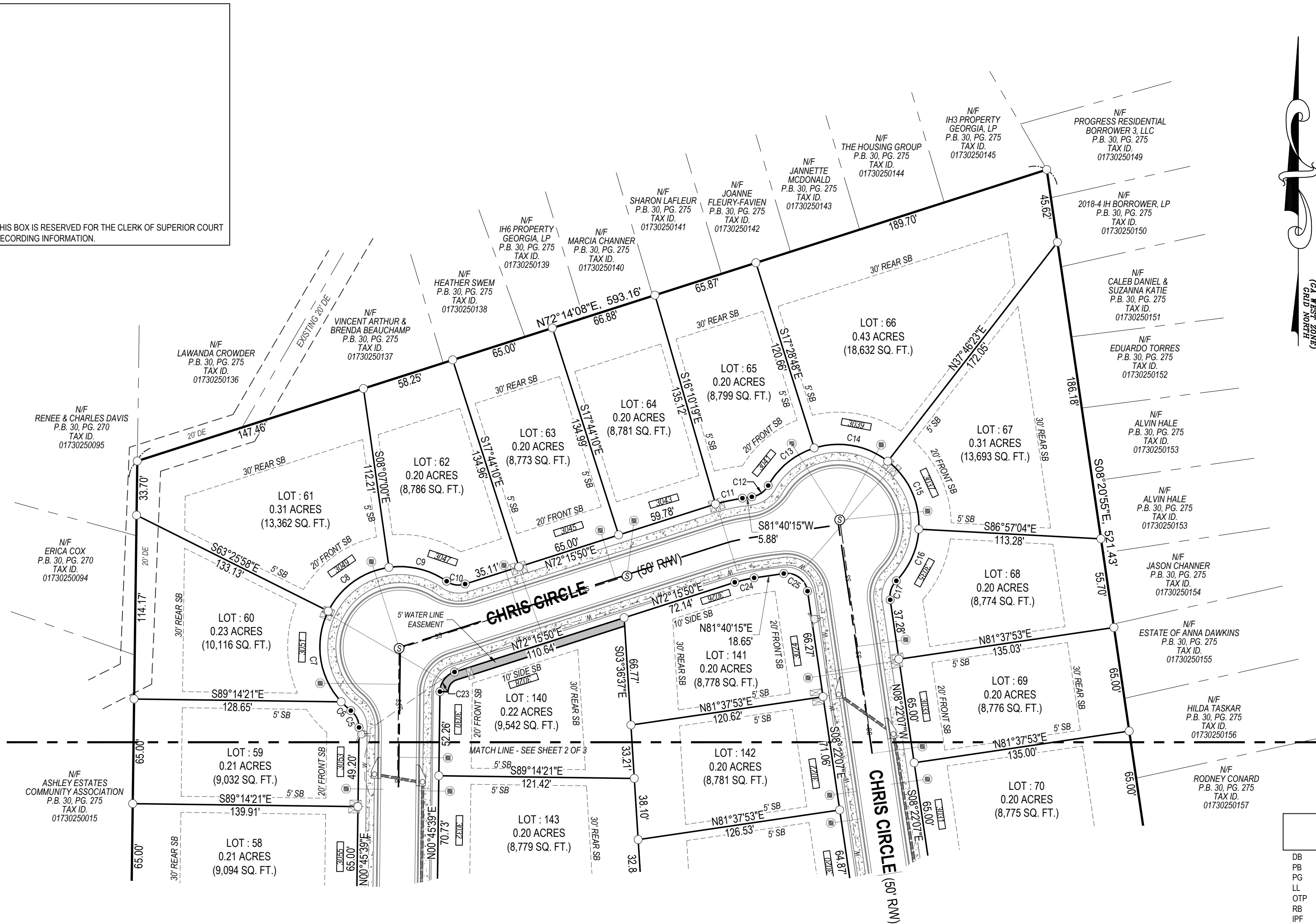
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TALLAHASSEE ATLANTA

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SHEET

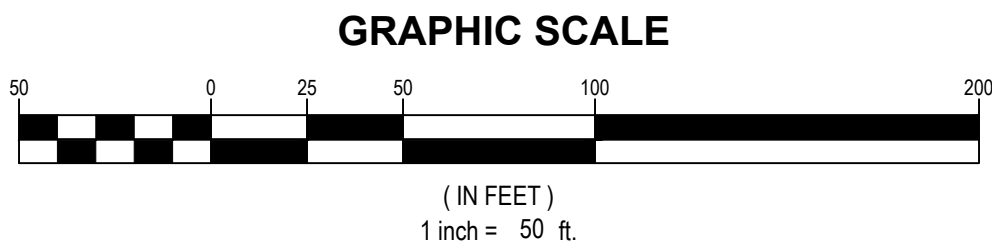
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Curve Table				
Curve #	Length	Radius	Chord Direction	Chord Length
C1	19.29'	13.00'	N67° 46' 03"W	17.57'
C3	56.31'	125.00'	S87° 58' 38"E	55.84'
C4	34.44'	125.00'	S7° 07' 53"E	34.33'
C5	12.00'	13.00'	N25° 41' 26"W	11.58'
C6	8.16'	50.00'	S47° 28' 05"E	8.15'
C7	60.53'	50.00'	S8° 06' 48"E	56.90'
C8	48.27'	50.00'	S54° 13' 31"W	46.42'
C9	37.77'	50.00'	N76° 28' 31"W	36.88'
C10	12.00'	13.00'	S81° 17' 06"E	11.58'
C11	17.11'	125.00'	S77° 44' 58"W	17.10'
C12	12.82'	14.00'	N55° 26' 35"E	12.37'
C13	37.79'	50.00'	S50° 52' 04"W	36.90'
C14	48.22'	50.00'	N79° 51' 13"W	46.37'
C15	48.24'	50.00'	N24° 35' 21"W	46.39'
C16	35.81'	50.00'	S23° 34' 05"W	35.05'
C17	12.82'	14.00'	S17° 51' 33"W	12.37'
C18	6.71'	375.00'	S8° 52' 52"E	6.71'
C19	80.29'	375.00'	S15° 31' 40"E	80.14'
C20	50.03'	375.00'	S25° 29' 01"E	49.99'
C21	19.29'	13.00'	S27° 12' 35"W	17.57'
C22	145.35'	75.00'	N54° 45' 33"W	123.65'
C23	16.22'	13.00'	N36° 30' 44"E	15.19'
C24	12.31'	75.00'	N76° 58' 03"E	12.30'
C25	20.41'	13.00'	S53° 20' 56"E	18.38'
C26	51.43'	425.00'	S11° 50' 07"E	51.40'
C27	30.04'	425.00'	S27° 16' 51"E	30.03'

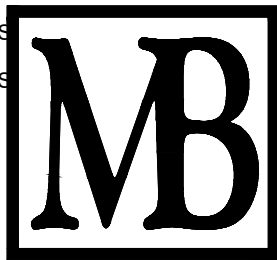
LEGEND			
DB	DEED BOOK	EOP	EDGE OF PAVEMENT
PB	PLAT BOOK	FH	FIRE HYDRANT
PG	PAGE	L	LINE LABEL
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IPF	IRON PIN FOUND	UE	UTILITY EASEMENT
IPS	1/2" REBAR W/C LSF 001179	REF	REFERENCE
CTP	CRIMP TOP PIPE	C/O	SEWER CLEAN OUT
C&G	CURB & GUTTER	SQ. FT.	SQUARE FOOT
R/W	RIGHT OF WAY	○	IRON PIN FOUND
N/F	NOW OR FORMERLY	○	IRON PIN SET
-E-	OVERHEAD POWER LINE	●	CALCULATED POINT
CMP	CORRUGATED METAL PIPE	○	POWER POLE (PP)
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PVC	POLYVINYL CHLORIDE PIPE	○	R/W MONUMENT
HDPE	HIGH DENSITY POLYETHYLENE PIPE	○	SINGLE WING CATCH BASIN
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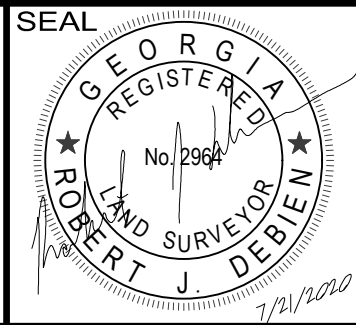
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AT MIRROR LAKE
PHASE 2
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SHEET
3
OF
3



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Project Number 2020-TP-01 Full Depth Reclamation for Industrial Park Roads and Plant Mix Resurfacing on Various City Streets, Shoulder Reconstruction and Grassing – Bid Award Recommendation

AGENDA DATE: August 11, 2020

DATE PREPARED: July 31, 2020

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

AMOUNT: N/A

GL ACCOUNT #: N/A

FUNDING SOURCE: Carroll County SPLOST, Douglas County SPLOST, GDOT LMIG Funding, Subdivision Builder Contributions, and General Fund

BUDGETED ITEM? Yes

PURPOSE: The purpose of this agenda item is to present the bid quotations for paving some 37 streets in the City of Villa Rica. The bid specifications were written to combine paving work for the 2019 and 2020 fiscal years due to the fact that aged water services had to be replaced prior to paving. It makes no sense to pave streets and then dig them up to repair water services.

BACKGROUND: The bid specifications included in the City Council packets gives the entire street list along with quantities calculated prior to receiving bid quotations. The street list includes subdivision streets, industrial park roads and local streets scattered across the City. There is a location map in the back of the packet. The bid tabulation is also included in the packet along with each bidder's item quantities with their pricing. Based on the bid proposals submitted, Baldwin Paving Company, Inc. is the low bidder for the project with a total bid of \$2,066,484.00.

STAFF RECOMMENDATION: Staff recommends the low bid for approval.

IMPACT:

MOTION: I make a motion that we approve the low bid submitted by Baldwin Paving Company, Inc. for the amount of \$2,066,484.00 for Project Number 2020-TP-01.

**PROJECT NUMBER
2020-TP-01**

**2020 Full Depth Reclamation for Industrial Park Roads and Plant Mix
Resurfacing on Various City Streets, Shoulder Reconstruction and Grassing**

BID TABULATION

**BID OPENING
11:00 AM JULY 31, 2020**

Bidder	Bid Quotation
E. R. Snell Contractors, Inc.	\$2,238,844.77
Bartow Paving Company, Inc.	\$2,375,424.78
C.W. Matthews Contracting Co., Inc.	\$2,426,504.06
Blount Construction Co., Inc.	\$2,254,494.93
Baldwin Paving Co., Inc.	\$2,066,484.00



CONTRACT BID DOCUMENTS

And

SPECIFICATIONS

For

CITY OF VILLA RICA

**2020 Full Depth Reclamation for Industrial Park Roads and Plant Mix Resurfacing on
Various City Streets, Shoulder Reconstruction and Grassing**

PROJECT NUMBER

2020-TP-01

June 25, 2020

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Section A

ADVERTISEMENT FOR BIDS

2020 Full Depth Reclamation for Industrial Park Roads and Plant Mix Resurfacing on Various City Streets, Shoulder Reconstruction and Grassing Project Number 2020-TP-01

Separate, sealed bids will be received for furnishing all labor, materials, tools, equipment, and incidentals necessary for the construction of the aforementioned project.

Bids will be received by the City of Villa Rica, Villa Rica Georgia, herein referred to as "Owner" and bid documents can be purchased at the **City of Villa Rica City Engineer's Office, 571 W. Bankhead Hwy, Villa Rica, Georgia until 10:45 AM (local time) on Friday, July 31, 2020. Bids must be received by 11:00 AM (local time) at the City of Villa Rica City Engineer's Office, on July 31, 2020.** After such time on the same day, bids will be publicly opened and read aloud in the **City Hall Conference Room, 571 W. Bankhead Hwy, Villa Rica, Georgia.** Bids received after the designated time will not be considered. **Bids shall be clearly marked and sealed.**

The Major Items of Work Consist of:

1. Traffic Control
2. Cement Stabilized Reclaimed Base Construction (FDR): 12,500 square yards
3. Recycled Asphalt Concrete 19MM, 12.5MM, 9.5MM, and Bituminous Tack: 15,623 total tons
4. Milling at variable depths: 84,841 square yards
5. Grading Complete (Shoulder and Slope Construction)
6. Grassing, Stabilization of Newly Constructed Shoulders
7. Thermoplastic Striping and Raised Pavement Marker placement

Owner reserves the right to accept or reject any or all bids in the best interest of the City.

Work is as specified in the Bid Document and is to be done in accordance with current GDOT standards and specifications.

The Instruction to Bidders, form of Bid, form of Contract, Drawings, forms of Bid Bond, Performance Bond, Payment Bond, and other contract documents are available for review at the City of Villa Rica City Engineer's office located at 571 W. Bankhead Hwy, Villa Rica Georgia, 30180 (678-840-1213). Bid Documents and Specifications may be purchased at the above address for the cost of \$25.00 each.

No bid will be accepted from a bidder who has not purchased a set of bid documents from the above-mentioned office. **No bid will be accepted from a bidder who does not meet the pre-qualification requirements outlined in paragraph B.01.**

Each bid must be accompanied by a bid bond prepared on an accepted form, duly executed by the bidder, in the amount of five percent (5%) of the bid.

Owner reserves the right to waive any formality or informality or to reject any or all bids, to evaluate bids, and to accept any bid which in its opinion may be for the best interest of Owner. Owner has the right to add to and delete from the contract once it has been awarded. Award, if award is made, will be to the lowest responsive, responsible bidder.

The successful bidder for this contract will be required to furnish a satisfactory performance bond and labor and material payment bond, each in the amount of one hundred percent (100%) of the bid.

No bidder may withdraw his bid within 60 days after the actual date of the opening thereof.

Non-discrimination Policy-As set forth in the Americans with Disabilities Act of 1992, the City of Villa Rica government does not discriminate on the basis of disability, and will assist citizens with special need given proper notice (seven working days). For more information regarding this issue, please contact ADA Coordinator Bobby C. Elliott, P.E. at (678) 840-1213. It is the policy of the City of Villa Rica government not to discriminate on the basis of race, gender, age or national origin. Villa Rica encourages the considerations of DBE's (and Disadvantage Business Enterprises).

Section B
INSTRUCTIONS TO BIDDERS

B.01. PREQUALIFICATION OF BIDDERS:

Before submitting a bid in excess of \$200,000.00 the bidder shall have pre-qualified with the Georgia Department of Transportation (GDOT) and received a Certificate of Qualification in accordance with the rules and regulations approved and adopted by the State Transportation Board. Bidders submitting bids of \$200,000.00 or less may be exempt from pre-qualification requirements. In addition the aggregate total amount that a non-pre-qualified Bidder may have under contract shall not exceed \$1,000,000.00.

Bidders intending to consistently submit proposals shall pre-qualify at least once a year. However, qualifications may be changed during that period upon the submission of additional favorable reports or upon unsatisfactory performance.

B.02. RECEIPT AND OPENING OF BIDS

The City of Villa Rica Mayor and City Council, Villa Rica, Georgia, herein called the "Owner," invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the date and at the time indicated on the Advertisement for Bids. After such time on the same day, bids will be publicly opened and read aloud. Bids received after the designated time will not be considered.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any formalities or informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

B.03. PREPARATION OF BID

Each bid must be submitted on the prescribed form, prepared and provided by the Owner. All blank spaces for bid prices must be filled, with ink. All required enclosed certifications must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelope, addressed to the Owner, bearing on the outside the name of the Bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid forms.

Any and all bids not meeting the aforementioned criteria for bid submittal will be declared non-responsive, will not be opened and will be returned to the Bidder unopened.

B.04. METHOD OF BIDDING

The unit or lump sum price of each of the items in the bid of each Bidder shall include its pro rata share of overhead and profit so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price represents the total bid. Any bid not conforming to this requirement may be rejected as informal. The special attention of all Bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such addition or subtraction in quantities of such items of work (i.e. difference in cost) shall not increase or decrease the total original contract price by more than twenty-five percent (25%), except for work not covered in the drawings and specifications as provided for under general conditions and special conditions.

Bid prices shall include everything necessary for the completion of the work including, but not limited to, providing the equipment, materials, tools, plant and other facilities, and the management, superintendence, labor and services.

In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern, and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more items in the bid schedule does not equal the total amounts quoted, the individual item amounts shall govern and the correct total shall be deemed to be the amount bid.

If the unit or lump sum price for an item or items is to equal no dollars and no cents (zero cost) then the following format will be accepted as a responsive bid:

-0- (in figures), Zero (in words)
0.00 (in figures), Zero Dollars & Cents (in words)

A bid in which a unit or lump sum price for an item is either left blank or designated by a slash (/), hyphen (-) or line (___) will be regarded as non-responsive and the bid will be rejected.

Bidders must satisfy themselves as to the accuracy of the estimated quantities in the bid schedule by examination of the site and a review of the drawings and specifications including any addenda. After bids have been submitted, the Bidder shall not assert that there has been any misunderstanding concerning the quantities of work or of the nature of the work to be done.

The quantities listed in the unit price bid form shall be considered as approximate and will be used only for comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed in accordance with the contract, and it is understood that the quantities may be increased or decreased as provided in the general conditions without in any way invalidating the unit bid prices.

B.05. TELEGRAPHIC MODIFICATIONS

Any Bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic communication over the signature of the Bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price, but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two (2) days from the closing time, no consideration will be given to the telegraphic modification.

B.06. ADDENDA

Each bid schedule shall include specific acknowledgment in the space provided of receipt of all addenda issued and emailed by the Owner during the bidding period. In addition, each acknowledgment on the bid form must be signed and included with the bid. Failure to so acknowledge may result in the bid being rejected as non-responsive.

B.07. LAND ACQUISITION

The Owner shall provide to the successful Bidder, all the information which is pertinent to, and which delineates and describes, the land owned and rights-of-way or easements acquired or to be acquired.

B.08. BID GUARANTY

Each bid must be accompanied by cash, cashiers or certified check payable to City of Villa Rica or a bid bond attached hereto, duly executed by the Bidder as principal and issued by a surety listed in the latest issue of U.S. Treasury Circular 570, registered in the State of Georgia, and approved by the Owner in the amount of not less than five percent (5%) of the total amount of the base bid, as a guarantee that the Bidder will enter into a contract and furnish bonds, within ten (10) days after notice of award of contract to him.

Such cash, checks or bid bonds will be returned to all except the three lowest bidders within ten (10) days after the opening of bids, and the remaining cash, checks or bid bonds will be returned promptly after the Owner and the accepted Bidder have executed the contract, or, if no award has been made within sixty (60) days after the date of the opening of the bids, upon demand of the Bidder anytime thereafter, so long as he has not been notified of the acceptance of his bid.

B.09. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful Bidder, upon his failure or refusal to execute and deliver the contracts and bonds required within ten (10) days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

B.10. INTERPRETATIONS

No interpretation of the meaning of the drawings, specifications or other pre-bid documents will be made to any Bidder orally.

Every request for such interpretation should be in writing, addressed to the engineer at belliott@villarica.org, and in order to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications. All addenda so issued shall become a part of the contract documents. All questions and responding answers will be emailed to firms that have purchased bid documents.

B.11. SITE EXAMINATION

The site of the proposed work is shown on the drawings.

The Bidder, before making his bid, shall examine the drawings, specifications and the site and shall make such examinations on the ground as may be necessary to thoroughly familiarize him with the nature and extent of the proposed construction and with all local conditions affecting the work. The Bidder shall also accept the premises in its present condition and carry out all work in accordance with the requirements of the specifications and as shown on the drawings. The Owner will not be responsible for Bidder's errors and misjudgment nor for failure to obtain any information on local conditions or general laws or regulations pertaining thereto.

At the time of the opening of bids, each Bidder will also be presumed to have read and to be thoroughly familiar with the drawings, contract documents (including all addenda) and the construction specifications. The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect of his bid.

B.12. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable federal and state laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

B.13. EXECUTION OF BID DOCUMENTS

The Contractor, in signing his bid on the whole or any portion of the work, shall conform to the following requirements:

- A. Bids which are not signed by individuals making them shall have attached thereto a power of attorney evidencing authority to sign the bid in the name of the person for whom it is signed.

- B. Bids, which are signed for a partnership, shall be signed by all of the partners or by an attorney-in-fact. There should be attached to the bid a power of attorney executed by the partners evidencing authority to sign the bid.
- C. Bids which are signed for a corporation shall have the correct corporate name thereof and the signature of the president or other authorized officer of the corporation manually written below the corporate name following the wording "By _____." The corporate seal shall also be affixed to the bid.

B.14. METHOD OF AWARD

The contract will be awarded to the responsive, responsible Bidder submitting the lowest base bid complying with the conditions of the invitation to bid. Award will be made on the basis of the prices given in the base bid. The Bidder to whom the award is made will be notified at the earliest possible date. The owner reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in its interest.

A responsive Bidder shall be one who submits his bid in the proper form without qualification or intent other than as called for in the specifications and on the contract drawings and who binds himself on behalf of his bid to the Owner with the proper bid bond or certified check completed and attached, and who properly completes all forms required to be completed and submitted at the time of the bidding.

B.15. CONTRACT PERFORMANCE BOND AND PAYMENT BOND

The Contractor will be required to furnish a contract performance bond and a payment bond executed by a surety company listed in the latest issue of U.S. Treasury Circular 570, registered and duly authorized to do business in the State of Georgia, and signed (or countersigned) by a local agent, each in an amount at least equal to one-hundred percent (100%) of the contract price, as security for the faithful performance of this contract and as security for the payment of all persons performing labor in connection with the contract.

The surety shall be acceptable to the Owner and the bond shall be executed on the form attached. In case of default on the part of the contractor, all expenses incident to ascertaining and collecting losses under the bond, including both engineering and legal services, shall lie against the bond.

The Contractors will be required to give a one-year guarantee covering workmanship and materials of the project. The contract performance bond shall remain in force for one year from date of acceptance of the completed construction, and shall include the guarantee.

The Contractor shall pay the cost of this bond.

B.16. INSURANCE PROOF OF CARRIAGE

Prior to execution of contract documents, a certificate of insurance will be required as outlined in Section I of these specifications, Insurance Requirements for Contractors.

B.17. AWARD OF CONTRACT

The Bidder to whom the contract is being awarded will be required to execute the agreement by completing **(3) Contract Bid Documents** and obtain the performance bond, payment bond and insurance within ten (10) calendar days from the date when the notice of award is issued to the Bidder. In case of failure of the Bidder to execute the agreement, the owner may consider the Bidder in default, in which case the bid bond or check accompanying the bid shall become payable to the Owner. **A “Contractor & Sub-Contractors Affidavit (E-Verify)” form will be required for the contractor and any subcontractors. Please refer to Section J for the forms.**

The Owner, within ten (10) days of receipt of acceptable performance bond, payment bond, insurance certificates and the agreement signed by the Contractor to whom the contract is being awarded, shall sign the agreement and return to such Contractor an executed duplicate of the agreement. Should the Owner not execute the agreement within such period, the Bidder may, by written notice, withdraw the signed agreement. If the reason for not signing the agreement is not the fault of the Bidder/Contractor, then the bid bond or check will be returned.

B.18. CONTRACTOR AFFIDAVIT (E-VERIFY)

The Contractor and any subcontractors will be required to comply with **O.C.G.A. § 13-10-91(b)(1)-Contractor Affidavit.**

B.19. NOTICE TO PROCEED

The delivery to the contractor of a notice stating that construction is authorized constitutes Notice to Proceed. The contractor shall do no work under the contract until receipt of the Notice to Proceed and the City will not be obligated to pay for work done prior to receipt of the Notice to Proceed. Contract time charges will begin on the date that the contractor starts work or 10 days after the Notice to Proceed, whichever occurs first.

B.20. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable federal and state laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full. The City of Villa Rica in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d-42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in

response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

B.21. TITLE VI ASSURANCES

1. Compliance with Regulations

The Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter referred to as DOT) Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. Information and Reports

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City of Villa Rica to be pertinent to ascertain compliance with such Regulations, orders, and instructions.

Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City of Villa Rica as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanction for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City of Villa Rica shall impose such contract sanctions as it, the Georgia Department of Transportation or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions

The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto.

B.22. CONFLICT OF INTEREST

By signing and submitting this Contract, I hereby certify that employees of the Company or employees of any Company supplying material or subcontracting to do work on this Contract will not engage in business ventures with employees of the City of Villa Rica, Georgia nor shall they provide gifts, gratuities, favors, entertainment, loans or other items of value to employees of this Department.

B.23. DRUG-FREE WORKPLACE

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of The Official code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The undersigned further certifies that:

1. A drug-free workplace will be provided for the Contractor's employees during the performance of the Contract; and
2. Each Contractor who hires a Subcontractor to work in a drug-free workplace shall secure from that Subcontractor the following written certification:

"As part of the Subcontracting Agreement with _____ (Contractor's Name), _____ (Subcontractor's Name) certifies to the Contractor that a drug-free workplace will be provided for the Subcontractors employees during the performance of this Contract pursuant to Paragraph (7) of Subsection B of Code Section 50-24-3."

Also, the undersigned further certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

Section C

DESCRIPTION OF THE WORK

2020 Full Depth Reclamation for Industrial Park Roads and Plant Mix Resurfacing on Various City Streets, Shoulder Reconstruction and Grassing

Work is as specified herein and is to be done in accordance with current GDOT standards and specifications.

Traffic Control:

The Contractor will select the appropriate traffic control plan for the work in accordance with Part 6 of the current edition of the Manual of Uniform Traffic Control Devices and the Georgia Department of Transportation Standards, Specifications, and Special Provisions. Variation(s) will require approval of the Engineer.

The Contractor will be responsible for furnishing, installing, maintaining, and removing appropriate Advance Warning signs and temporary traffic control signs for the duration of the project.

The Contractor will also be responsible for installing, maintaining, and replacing damaged or missing "Low/Soft Shoulder" signs until Final Acceptance.

The Low/Soft Shoulder signs, posts, and hardware should be obtained initially from the Villa Rica Public Works Department (VRPW) by contacting Jeremy Dukes @ 770-550-6088. Upon final acceptance, the "Low/Soft Shoulder" signs shall remain in place and become the responsibility of the (VRPW).

The Contractor will be responsible for providing, installing, and maintaining all other necessary signs, traffic control devices, certified flagmen, materials, equipment, and personnel necessary to complete the work.

Construction barrels shall be installed before the work begins and shall be maintained as required while in use. In addition, immediately upon the completion of the shoulder and slope construction and grassing of each road, construction barrels shall be reinstalled and maintained on the shoulders of the roads, spaced at approximately 100 feet, for a minimum of 30 days.

All Temporary Traffic Control including the procurement, installation, and maintenance of "Low/Soft Shoulder" signs will be paid under Lump Sum Traffic Control.

Construction barrels shall be removed within (30) thirty days after written notification to the contractor. Construction barrels remaining on the roadway after (30) thirty days beyond the City's removal notification may be removed by the city at a non-refundable cost to the contractor of \$5.00 each which will be deducted from the final payment.

Reflectorized Tape (Yellow) shall be placed 80 to 100 feet apart on the centerline of all Asphalt Concrete roadways before opening the road to traffic. Use (2) 1' x 4" strips of tape placed side by side to indicate double yellow. Tape shall be maintained until Temporary Striping is applied. No separate payment will be made for installing and maintaining Reflectorized Tape.

Temporary Striping shall be installed by applying reflectorized Traffic Line Paint to the interim and finished surface of the pavement as previously striped prior to construction and in accordance with the specifications. **Temporary striping shall be applied within 72 hours of the completion of the interim or final surfacing on each road and before Shoulder Construction. Failure to apply temporary paint before the 72 hour time limit will result in non-refundable deductions in accordance with GDOT Special Provision Section 150.08, Enforcement, for non-performance of the Work.** Turn Arrows may be excluded from Temporary Striping. Temporary Reflectorized Tape shall be removed prior to applying Temporary Striping. Temporary Striping will be paid under Traffic Control, Lump Sum.

Grading Complete (Shoulder and Slope Reconstruction):

This work consists of providing, placing, and compacting suitable earth material on the existing shoulders and front slopes of the roadway as shown on the typical section and as directed by the Engineer, to eliminate the drop-off at the edge of the new pavement resulting from the resurfacing and to provide a shoulder area beyond the edge of pavement. Also includes preparing the existing shoulders and front slopes for fill material as may be necessary to increase the bond between the existing shoulders and front slopes with the earth material being placed.

Earth material suitable for growing the required grass, free of large roots, debris, large clumps of clay and stone shall be used and shall be subject to approval by the Engineer. A mechanically operated screening device should be used to produce the desired materials. No earth material shall be placed on the shoulders and slopes where excessive amounts of asphalt and other construction debris are present as determined by the Engineer.

Existing shoulder widths vary. The constructed shoulder shall be a minimum width of (2) feet. It may be necessary to prepare, grade, and place material on the existing front slope in order to properly construct the new shoulder. Existing shoulder areas wider than (2) feet will only require the drop off to be "healed" and constructed out to the top of the existing front slope.

Cross slope of the newly constructed shoulders shall be constructed at 6% (away from the road) in normal crown sections. In super-elevated sections, the high side shoulder should be graded at 2 % away from the road and the slope of the low side shoulder should match the super-elevation rate.

Cement Stabilized Reclaimed Base Construction (Full Depth Reclamation):

This work includes constructing a stabilized base course by pulverizing the existing pavement structure and mixing with Portland cement in conformance with GDOT Special Provision 315 to the areas specified by the engineer including sand and bituminous prime meeting the requirements of the GA DOT. A Mechanical Roadway Reclaimer, Mechanical Cement Spreader and Motor Grader with Automatic Slope Control shall be used. Construction shall meet specifications and the Job Mix Design as applicable, and be completed to the lines, grade, and depth as shown on the details and typical sections herein or established by the Engineer. Any necessary milling or removal of excess material from curbed streets shall be included in the unit price. Adequate Job Mix Designs shall be established by a qualified testing firm based upon representative samples from each roadway or subdivision street to ensure that the base construction meets the requirements of the specifications. Separate samples from short cul-de-sac streets may or may not be necessary. The testing firm shall also ensure that each road and portions of the roads are constructed to adequate depths. Cost of Job Mix Design shall be included in the overall bid for the work. The contractor shall reestablish the centerline of the roadway by maintaining adequate reference points for the duration of the work. This work shall also include widening of existing roads at locations identified in the contract or at the direction of the engineer. Within subdivisions, the option to wet cure the completed FDR may be allowed. If wet curing is proposed, the contractor will provide a dedicated water truck to keep the surface of completed base course moist until paving operations begin.

Excessive amounts of cement and soil cement material, asphalt “chunk’s” and other debris produced from the FDR process shall not be left exposed on the existing or finished slopes, shoulders and ditches of the roadway. These materials and debris shall be incorporated into the existing shoulders and slopes or properly disposed of to the satisfaction of the engineer immediately after the FDR is completed on each road and street.

The contractor shall control dust pollution as required in Special Provision, Section 161, to the satisfaction of the engineer. Failure to comply with the specifications will result in implementing Enforcement and Adjustments as described in the Special Provision. Unless otherwise noted or approved by the engineer and pending satisfactory core results of the constructed soil cement, asphalt placement shall commence (7) days after the completion of the soil cement construction on each road. Sand material placed on the prime coat should be a material that is not conducive to the creation of dust upon exposure to wind and traffic. On subdivision streets, the use of M-10’s will not be allowed for the sanding operation. Material and application rates for bituminous prime shall meet current and applicable GDOT Specifications.

Recycled Asphalt Concrete 9.5MM, 12.5 MM, 19 MM, and Bituminous Tack:

This work includes constructing one or more courses of bituminous plant mixture in accordance with the Job Mix Formula(s) on the prepared base or previously placed paving courses. The pavement courses shall conform to the lines, grades, thicknesses, and typical sections shown herein or established by the engineer. The use of an Automatic Screed Control System as described in GDOT Special Provision Section 400 is required to construct the desired cross slope as shown on the Typical Section and as directed by the Engineer.

The maximum difference in elevation between adjacent travel lanes that may be left without active traffic control shall be 2”.

Side roads and driveway tie-ins shall be constructed to the proper lengths and widths to establish a smooth ingress and egress during each stage of the paving operation. All cleanup shall be completed within 15 (fifteen) days of the completion of the work.

Mill Asphalt Concrete Pavement:

This work consists of milling existing asphalt concrete pavement as shown on the street descriptions and drawings and to restore proper grade for a smooth joint tie-in between the existing pavement and new construction as may be required and as directed by the engineer. No transverse vertical milled edges shall be left exposed to traffic. Milled transverse edges shall be temporarily ramped using a paper joint and hot mix at a slope not to exceed 4 feet of length for each inch of vertical elevation difference.

Permanent Striping, Thermoplastic Traffic Stripe:

This work consists of furnishing and applying thermoplastic reflectorized pavement markings and striping. Ensure that the markings conform to the details and locations, the specifications and the Manual on Uniform Traffic Control Devices.

Grassing Complete, Stabilization, and Maintenance of Newly Constructed Shoulders:

This work includes: preparing the ground, planting, seeding, fertilizing, mulching, and where specified, sodding the newly constructed shoulders as required and as directed by the Engineer; maintaining the newly constructed shoulders and stabilized areas until final acceptance. In the event shoulder reconstruction and/or a stand of permanent grass is not satisfactorily achieved before the end of the current calendar year, the contractor will be responsible for establishing temporary grass and maintaining the shoulders until an acceptable stand of permanent grass is achieved, including mowing the shoulders if necessary.

Section D

BID SCHEDULE

MADE TO: CITY OF VILLA RICA
571 W. BANKHEAD HWY
VILLA RICA, GEORGIA 30180

PROJECT NAME: 2020 Full Depth Reclamation for Industrial Park Roads and Plant Mix Resurfacing on Various City Streets, Shoulder Reconstruction and Grassing

The undersigned, as Bidder, hereby declares that the only person or persons, company or parties interested in this bid is or are named herein; and that this bid is made without connection with any other person, company or parties making bid; and that it is in all respects fair and in good faith, without collusion or fraud.

The Bidder further declares that he has carefully examined the site of the work, has read and understands the plans, specifications and contract documents relative thereto, and has read all special provisions and addenda furnished prior to the opening of bids; and the Bidder further declares that he has informed himself fully in regard to all conditions and requirements pertaining to the work.

The Bidder proposes and agrees, if this bid is accepted, to enter into agreement with the Owner in the form of the contract specified and to furnish all labor, tools, equipment and incidentals necessary to complete the work in full and in accordance with the shown, noted, described and reasonably intended requirements of the contract documents.

The Contractor shall be responsible for ordering materials in a timely manner to insure no delay in progress of the work. The Contractor shall submit the invoices, tickets or other documentation that may be acceptable to the Owner for their payment.

Bidder accepts all of the terms and conditions of the instructions to bidders, including without limitation these dealing with the disposition of bid security. The Bidder agrees that, at the time of signing the contract, he will furnish the performance bond and payment bond in the forms attached hereto, each in the amount of one hundred percent (100%) of the contract price. Bidder will also furnish all of the required insurance certificates.

The undersigned agrees to furnish all labor, equipment, and materials necessary to complete the work shown, indicated and specified in the plans, specifications and bid schedule. The Owner will reimburse the Contractor for the completed work after suitable documentation is submitted.

SCHEDULE OF ITEMS

2020 Full Depth Reclamation for Industrial Park Roads and Plant Mix Resurfacing on Various City Streets, Shoulder Reconstruction and Grassing

PROJECT NUMBER 2020-TP-01

DETAILED ESTIMATE					
ITEM NO.	ITEM	UNIT	QUANTITY	PRICE	AMOUNT
150-1000	TRAFFIC CONTROL – CITY ROADS	LS	1		
210-0100	GRADING COMPLETE – CITY ROADS	LS	1		
301-4181	CEMENT STABILIZED RECLAIMED BASE CONSTR, 10" MINIMUM	SY	12,500		
301-5000	PORTLAND CEMENT FOR RECLAIMED BASE CONSTRUCTION	TN	350		
310-5060	GRADED AGGREGATE BASE COURSE – 6-INCH, INCLUDING MATERIAL	TN	250		
402-3130	RECYCLED ASPH CONC 9.5 mm SP @ 168 LB/SY GP 2 ONLY, INCL BITUM MATL & H LIME	TN	9,273		
402-3130	RECYCLED ASPH CONC 12.5 mm SP @ 168 LB/SY GP 2 ONLY, INCL BITUM MATL & H LIME	TN	1,031		
402-3190	RECYCLED ASPH CONC 19 mm SP @ 228 LB/SY GP 2 ONLY, INCL BITUM MATL & H LIME	TN	5,319		
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE @330 LBS/SY, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	300		
402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME	TN	1,040		
413-1000	BITUMINOUS TACK COAT	GAL	9,000		
432-0206	MILL ASPH CONC, 1 1/2 IN DEPTH	SY	49,338		
432-0208	MILL ASPH CONC, 2 IN DEPTH	SY	26,909		

ITEM NO.	ITEM	UNIT	QUANTITY	PRICE	AMOUNT
432-5010	MILL ASPH CONC, VARIABLE DEPTH	SY	8,594		
653-0110	THERMO ARROW TP 1	EA	8		
653-0120	THERMO ARROW TP 2	EA	70		
653-1501	THERMO SOLID TRAFF 5" WHITE	LF	11,000		
653-1502	THERMO SOLID TRAFF 5" YELLOW	LF	5,000		
653-3501	THERMO SKIP TRAFF 5" WHITE	GLF	1000		
653-3502	THERMO SKIP TRAFF 5" YELLOW	GLF	11,000		
653-6006	THERMO TRAF STRIPING, YELLOW	SY	250		
654-1001	RAISED PAVEMENT MARKERS, TP 1	EA	160		
700-0200	GRASSING COMPLETE	LS	1		
611-8055	MANHOLE ADJUSTMENTS	EA	97		
611-8140	ADJUST VALVE BOXES	EA	20		

TOTAL _____

Contract Time and Liquidated Damages:

Within 10 days after Notice to Proceed has been issued, the contractor shall begin sampling and testing to determine appropriate mix design(s) for the project. Contract Time charges will begin on the date the contractor begins work, or 45 days after the Notice to Proceed, whichever occurs first. Bidder hereby agrees to complete the project within **120 calendar days** from the date time charges begin. If the work is not completed by the time stipulated in the Contract or within such extra time that may be allowed, Liquidated Damages will be assessed in accordance with the current edition of the GDOT Standard Specifications.

Receipt is acknowledged of the following addenda:

No. _____	Dated: _____
No. _____	Dated: _____
No. _____	Dated: _____
No. _____	Dated: _____

Bidder agrees that the Owner has the right to accept or reject any or all bids and to waive all formalities.

Respectfully submitted,

_____	Date: _____
Company	

By: _____
Signature

Typed Name

Title

Address

City/State/Zip Code

() _____
Telephone

() _____
Fax Number

CORPORATE SEAL

Section E
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____, as Principal, hereinafter called the Bidder, and _____, a corporation duly organized under the laws of the State of _____, listed in the latest issue of U.S. Treasury Circular 570, and registered in the State of Georgia, as surety, hereinafter called Surety, are held and firmly bound unto the City of Villa Rica, hereinafter called Owner, as Obligee, in the sum of _____ Dollars (in words), (\$_____) (in figures), for the payment of which sum well and truly to be made, the said Bidder and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

2020 Full Depth Reclamation for Industrial Park Roads and Plant Mix Resurfacing on Various City Streets, Shoulder Reconstruction and Grassing

Project Number 2020-TP-01; and consisting of the work outlined herein.

NOW THEREFORE, if the Owner shall accept the bid of the Bidder and the Bidder shall enter into a contract with the Owner in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the execution thereof, or in the event of the failure of the Bidder to enter such contract and give such bond or bonds, if the Bidder shall pay the Owner the penalty hereof, then this obligation shall be null and void, otherwise to remain in full force and effect, unless returned by Owner to Bidder; until Owner shall demand payment by Surety, all as allowed in contract documents.

Signed and sealed this _____ day of _____ A.D. _____

Attest: _____(SEAL)
Principal (Bidder)

_____ BY _____
Signature

Typed Name

Title

Attest _____(SEAL)
Surety

_____ By _____
Signature
Attorney-in-Fact

Typed Name

(Attach Certified Copy of Power of Attorney)

Section F
AGREEMENT/CONTRACT

THIS AGREEMENT made and entered into this ____ day of _____ in the year 20____, by
and between the CITY OF VILLA RICA hereafter called the "Owner," and
_____ hereinafter called the "Contractor."

W I T N E S S E T H

That the Owner and the Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

F.01. WORK

The Contractor shall perform all work as specified or indicated in the contract documents for the completion of the project generally described as 2020 Full Depth Reclamation for Industrial Park Roads and Plant Mix Resurfacing on Various City Streets, Shoulder Reconstruction and Grassing.

The Owner shall not be liable to the Contractor for any neglect, default, delay or interference of or by any other contractor, nor shall any such neglect, default, delay or interference of any other contract or alteration which may be required in the work, release the Contractor from the obligation to finish the work within the time allowed.

F.02. ENGINEER

The project will be overseen by the City Engineer who is hereinafter called Engineer, and who will assume all duties and responsibilities and will have the rights and authority assigned to Engineer in the contract documents in connection with completion of the work in accordance with the contract documents.

F.03. CONTRACT TIME

The Contractor should commence the work required by the contract documents within ten (10) calendar days after the date of the notice to proceed and will complete the same within the time frame specified in the bid schedule, unless the period for completion is extended otherwise by the contract documents.

F.04. CONTRACT PRICE

The Contractor agrees to perform all the work described in the contract documents and comply with the terms therein for the sum of _____ Dollars
(in words), (\$ _____) (in figures), and/or as shown in the bid schedule.

F.05. PAYMENTS

It is hereby mutually agreed that the Owner is to pay and the Contractor is to receive the prices bid in the proposal herein contained, or hereto annexed, as full compensation for furnishing all materials, testing, quality control, supplies, machinery, equipment, tools, apparatus and other means of construction, maintenance and repairs, and all management, supervision, and labor, and perform all construction maintenance and repair necessary to complete the work under the conditions herein specified and for fully complying with the terms and conditions of this contract; provided that any increased cost to the Contractor due to any subsequent levy of Federal or State tax against any item entering into the work of this contract exclusive of profits, may be reimbursed to the Contractor by the Owner as provided hereunder.

F.06. PROGRESS AND FINAL PAYMENTS

Owner shall make progress payments on account of the contract price on the basis of Contractor's application for payment as approved by the Engineer, within **thirty (30)** days following receipt of approved request during construction. All progress payments will be on the basis of the progress of the work, less 10% retainage.

F.07. CONTRACT DOCUMENTS

The contract documents which comprise the contract between Owner and Contractor are attached hereto and made a part hereof and consist of the following:

- A. ADVERTISEMENT FOR BIDS
- B. INSTRUCTIONS TO BIDDERS
- C. DESCRIPTION OF THE WORK
- D. BID SCHEDULE
- E. BID BOND
- F. AGREEMENT/CONTRACT
- G. PERFORMANCE BOND
- H. PAYMENT BOND
- I. INSURANCE REQUIREMENTS FOR CONTRACTORS
- J. CONTRACTOR & SUB-CONTRACTORS AFFIDAVIT (E-VERIFY)
- K. GENERAL CONDITIONS
- L. LOCATION MAPS, TYPICAL SECTIONS, CONSTRUCTION DETAILS

F.08. MISCELLANEOUS

- A. Terms used in this agreement/contract are defined in the general conditions and shall have the meanings described therein.
- B. Neither Owner nor Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the contract documents; and specifically,

Contractor shall not assign any monies due or to become due without the prior written consent of the Owner.

- C. Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives, to the other party hereto in respect to all covenants, agreements and obligations contained in the contract documents.
- D. Contract documents constitute the entire agreement/contract between Owner and Contractor and may be altered, amended or repealed only by a duly executed written instrument, in the form of a change order.

F.09. RECORD DRAWINGS

The Contractor shall submit an accurate set of up to date "RECORD" as-built drawings to the Engineer if the work is revised from the original plans and approved by the Engineer. The contractor shall mark all the changes on the contract drawings showing such revisions with all measurements and calculations that apply.

IN WITNESS WHEREOF, the parties hereto have executed this agreement/contract the day and year first above written. The MAYOR to execute this agreement/contract the same being recorded in the

Minutes of the Villa Rica City Council meeting dated _____.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original.

CONTRACTOR

Mayor, City of Villa Rica
OWNER

Signature

Signature

Typed Name

Gil McDougal

Title

Mayor, City of Villa Rica

Date

Date

Attest:

Attest:

By _____
Secretary

By _____
Clerk

Approved As To Form:

(Seal)

City Attorney

Section G
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____ as Principals, hereinafter called Contractor, and _____, a corporation duly organized under the laws of the State of _____, listed in the latest issue of U.S. Treasury Circular 570, and registered in the State of Georgia, as Surety, are held and firmly bound unto the City of Villa Rica, hereinafter called Owner, in the sum of _____ Dollars (in words), (\$ _____) (in figures), for payment of which sum, well and truly to be made, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has entered into a written contract dated _____ with Owner for _____ in accordance with the Bid Document and specifications prepared and issued by the City of Villa Rica which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void otherwise shall remain in full force and effect. The Surety hereby waives notice of any alteration or extension of time made by the Owner. Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or,
2. Obtain a bid or bids for completing the Contract in accordance with its terms, and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be default or a succession of defaults under the contract or contracts of completion arranged under this paragraph sufficient funds to pay the cost of completion less the balance of the contract prices; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20____.

Attest: _____(SEAL)
Principal (Bidder)

_____ BY _____
Signature

Typed Name

Title

Attest _____(SEAL)
Surety

_____ By _____
Signature
Attorney-in-Fact

Typed Name

(Attach Certified & Dated Copy of Power of Attorney)

DO NOT DATE PERFORMANCE BOND. BOND DOCUMENT WILL BE DATED BY
The City of Villa Rica
(Bond must not be dated prior to date of Agreement)

Section H
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____ as Principal, hereinafter called a Contractor, and _____, a corporation duly organized under the laws of the State of _____, listed in the latest issue of U.S. Treasury Circular 570, and registered in State of Georgia, as surety, are held and firmly bound unto the City of Villa Rica, hereinafter called Owner, in the sum of _____ dollars (in words), (\$_____) (in figures), for the payment of which sum, well and truly to be made, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has entered into a written contract dated _____ with the Owner for _____ in accordance with drawings and specifications prepared by the City of Villa Rica which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- A. A claimant is defined as one having a direct contract with the Contractor or with a Subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expense of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant,

1. Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above-named, within ninety (90) days after such claimant did or performed the last of the work of labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner or Surety, at any place where any office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
2. After one (1) year from the completion of Contract and the acceptance by Owner of the work thereunder, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
3. Other than in the State or Superior Court of Carroll or Douglas County.
4. The amount of this bond shall be reduced by and to the extent of any payment of payments made in good faith hereunder, inclusive of the payment by surety of mechanics' liens which may be filed on record against said improvement, whether or not claim for the amount of such presented under and against this bond.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20____.

Attest:

_____(SEAL)
Principal (Bidder)

BY

Signature

Typed Name

Title

Attest

_____(SEAL)
Surety

By

Signature
Attorney-in-Fact

Typed Name

(Attach Certified & Dated Copy of Power of Attorney)

DO NOT DATE PAYMENT BOND. BOND DOCUMENT WILL BE DATED BY

The City of Villa Rica

(Bond must not be dated prior to date of Agreement)

Section I
INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractors shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in the Contractor's bid, but only if the Contractor is allowed to pass the insurance premium onto the CITY.

I.01. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

A. General Liability

\$2,000,000 General Liability combined single limit per occurrence, for bodily injury, personal injury, and property damage.

B. Automobile Liability

\$2,000,000 Automobile Liability combined single limit per accident, for bodily injury and property damage, when applicable.

C. Workers' Compensation and Employers' Liability

Workers' Compensation shall be provided at the Statutory Minimum as required by State Law.

I.02. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured retentions must be declared to and approved by the city. At the option of the city, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

I.03. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Coverage

1. The City, its officers, officials, employees, and volunteers are to be named and covered as additional insured's as respects liability arising out of activities performed by or on behalf of the contractor; products and completed operations of the contractor; premises owned, occupied or used by the Contractor; or automobiles

owned, leased, hired or borrowed by the contractor. The Contractor's insurance shall be primary to any insurance maintained by the City.

The coverage shall contain no special limitation on the scope of protection afforded to the City its officers, officials, employees, or volunteers. Nothing in this paragraph shall be construed to require the Contractor to provide liability insurance coverage to the City for claims asserted against the City for its sole negligence.

2. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees, or volunteers.
3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

B. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed by the Contractor for the City.

C. All Coverage

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

I.04. ACCEPTABILITY

Insurance is to be placed with insurers with a Best's rating of no less than A.VII, or acceptable to the City of Villa Rica.

I.05. VERIFICATION OF COVERAGE

Contractor shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

The certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

I.06. SUBCONTRACTORS

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

SECTION J**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Villa Rica, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Contractor's Address

Name of Project

City of Villa Rica, Georgia

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 2020 in _____(city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC

My Commission Expires:

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b) (3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (_____) on behalf of the City of Villa Rica, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Subcontractor's Address

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ___, 20___ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20___.

NOTARY PUBLIC

My Commission Expires:

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _____ (name of contractor) on behalf of the City of Villa Rica, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Subcontractor's Address

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 20__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20__.

NOTARY PUBLIC

My Commission Expires:

PART I - GENERAL INFORMATION

K.1.01. DEFINITIONS OF WORDS AND TERMS

Where used in these general conditions or in the other contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine and feminine of the words and terms.

Acceptance. Formal action of the Owner in determining that the Contractor's work has been completed in accordance with the contract and in notifying the Contractor in writing of the acceptability of the work.

Act of God. Cataclysmic phenomenon of nature, such as an earthquake, flood or cyclone. Rain, wind, high water, or other natural phenomenon, which might reasonably have been anticipated from historical records of the general locality of the work, shall not be construed as Acts of God.

Addenda. Supplemental written specifications or drawings issued prior to execution of the contract which modify or interpret the contract documents by addition, deletion, clarification, or corrections.

Bid. Offer of a Bidder submitted on the prescribed form setting forth the price or prices of the work to be performed.

Bidder. Individual, partnership, corporation or a combination thereof, including joint ventures, offering a bid to perform the work.

City. City of Villa Rica, Georgia

Contract Documents. The Agreement, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications, the Drawings as the same are more specifically identified in the Agreement, together with all modifications issued after the execution of the Agreement.

Contract Price. Amount payable to the Contractor under the terms and conditions of the contract, based on the price given on the bid schedule, with adjustments made in accordance with the contract. The base amount given in the bid schedule shall be either a lump sum or the summation of the unit price bids multiplied by the estimated quantities set forth in the bid form.

Contract Time. Number of calendar days stated in the contract for the completion of the work portions thereof.

Contractor. The individual, partnership, corporation or combination thereof, including joint ventures who enter in the Contract with the Owner for the performance of the work.

Day. Calendar day.

Direct. Action of the Owner by which the Contractor is ordered to perform or refrain from performing work under the contract.

Directive. Written documentation of the action or actions of the Owner or Engineer in directing the Contractor.

Engineer. The City Engineer for the City of Villa Rica.

Equipment. Mechanical, electrical, instrumentation or any other device with one or more moving parts, or devices requiring an electrical, pneumatic, electronic or hydraulic connection.

Furnish. To deliver to the job site or other specified location any item, equipment or material.

Install. Placing, erecting or constructing complete in place, any item, equipment or material.

May. Refers to, permissive actions.

Owner. The City of Villa Rica.

Owner's Representative. The person designated in writing by the Owner to act as its agent on specified matters relating to this contract.

Person. The term, person, includes firms, companies, corporations, partnerships and joint ventures.

Project. The work as a whole under this contract, including all labor, excavation and grading, pipeline construction, structures, etc. and all other items included in the contract documents.

Provide. Furnish and install, complete in place.

Shall. Refers to actions by either the Contractor or the Owner and means the Contractor or the Owner has entered into a covenant with the other party to do or perform the action.

Shown. Refers to information presented or indicated on the drawings, with or without reference to the drawings.

Specify. Refers to information described, shown, noted or presented in any manner in any part of the contract.

Will. Refers to actions by either the Contractor or the Owner and means the Contractor or the Owner has entered into a covenant with the other party to do or perform the action.

Work. The labor, materials, equipment, supplies, services and other items necessary for the execution, completion and fulfillment of the contract.

K.1.02. CONTRACT AND CONTRACT DOCUMENTS

The contract documents as enumerated in Section F of the Agreement/Contract shall form this contract and the provisions thereof, and shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the contract documents and in no way affect, limit, or cast light on the interpretation of the provision to which they refer.

Any provision in any of the contract documents which may be in conflict or inconsistent with any of the paragraphs in these general conditions shall be void to the extent of such conflict or inconsistency.

K.1.03. ENGINEER'S AUTHORITY

The Engineer shall give all orders and directions contemplated under this contract and specification relative to the execution of the work. The Engineer shall determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The Engineer shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this contract and other Contractors performing work for the Owner shall be adjusted and determined by the Engineer.

Upon request any decisions, instructions or interpretations will be issued in writing. Any exceptions that the Contractor may take to such decision of the Engineer shall be made in writing within five (5) days of such ruling and before the work involved is performed; otherwise, it will be considered that such decisions, instructions or interpretations are accepted without question.

K.1.04. GUARANTY

Neither the final certificate of payment nor any provision in the contract documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the contract documents or relieve the Contractor of liability in respect to any expressed warranties or responsibility for faulty materials or workmanship. The following provisions to the Contractor's Guaranty apply:

- A. All structures erected under this Contract shall be fully guaranteed by the Contractor for a period of one (1) year from the date of final inspection and acceptance by the Owner.

This guarantee shall cover any and all defects in workmanship or materials that may develop in this specified time, and any failure in such workmanship or materials shall be repaired or replaced to the satisfaction of the Owner by the Contractor at his own expense.

- B. All equipment of whatever nature incorporated in the work covered by this Contract shall carry the same guarantee as outlined above for construction. Failure of any equipment or part thereof within the specified time shall be corrected to the satisfaction of the Owner, at the Contractor's expense. This guarantee does not apply to manufacturing defects of equipment furnished by the Owner.
- C. It is the intent of these provisions that all pipelines (both underground and above ground), together with all appurtenances attached thereto, under this contract, shall be classified as structures.

The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred.

The performance bond shall remain in full force and effect through the guarantee period.

Any provision in any of the contract documents which may be in conflict or inconsistent with any of the paragraphs in these general conditions, shall be void to the extent of such conflict or inconsistency.

K.1.05. RIGHT OF THE OWNER TO TERMINATE CONTRACT

In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract, such notices shall contain the reasons for such intention to terminate the contract and, unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and shall have the right to take over and perform the contract; provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to same to complete by Contractor or by force account and at the expense of the Contractor, the Contractor and his Surety shall be liable to the Owner for any cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore. Any costs incurred by Owner in causing contractor's work to be completed in accordance with the terms of this agreement shall be the responsibility of Contractor.

K.1.06. PAYMENTS TO CONTRACTOR

The owner shall make a progress payment of not more than one payment per month to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this contract to insure the proper performance of this Contract. The Owner shall retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all work covered by this contract.

- A. In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration.
- B. The project name and project number shall be shown on all invoices and correspondence.
- C. All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have made, or the restoration of any damaged work, or as a waiver of the Owner to require the fulfillment of all terms of the contract.
- D. The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools and all supplies, including commissary, incurred in the furtherance of the performance of this Contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails so to do, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills of which the Owner has written notice direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety, in paying any unpaid bills of the Contractor. The Owner shall be deemed the agent of the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.
- E. The Contractor, before submittal of the final pay request, shall submit an up to date "RECORD" set of drawings if the work is revised from the original plans and approved by the Engineer. Payment will be withheld until these documents are submitted.

All "Record Drawings" shall be accurate and legible, depicting to the best of the Contractor's ability, all materials or equipment, actually in place as specified in the approved revisions. The drawings shall contain all appropriate locations, dimensions, depths, stations, offset distances, etc., and all applicable easements.

K.1.07. PAYMENTS BY CONTRACTOR

The Contractor shall pay for all transportation and utility services not later than the twentieth (20th) day of the calendar month following that in which services are rendered, and for all materials, tools and other expendable equipment to the extent of ninety percent (90%) of the cost thereof, not later than the twentieth (20th) day of the calendar month following that in which such materials, tools and equipment are delivered at the site of the project, and the balance of the cost thereof, not later than the thirtieth (30th) day following the completion of that part of the work in or on which such materials, tools and equipment are incorporated or used, and to each of his subcontractors, not later than the fifth (5th) day following each payment to the Contractor, the respective amount allowed the Contractor on account of the work performed by his subcontractors the extent of each subcontractor's interest therein.

K.1.08. LAWS, REGULATIONS AND PERMITS

A. GENERAL

The Contractor shall give the notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the work. The Contractor shall be liable for violations of the law in connection with work provided by the Contractor. If the Contractor observes that the contract documents, drawings or specifications are at variance with any laws, ordinances, rules or regulations, he shall promptly notify the Engineer in writing of such variance. The Owner shall promptly review the matter and, if necessary, shall issue a change order or take any other action necessary to bring about compliance with the law, ordinance, rule or regulation in question. Contractor agrees not to perform work known to be contrary to any laws, ordinances, rules and regulations.

B. PERMITS AND LICENSES

Unless otherwise specified herein, permits and licenses from governmental agencies which are necessary only for and during the prosecution of the work and the subsequent guarantee period shall be secured and paid for by the Contractor. Permits and licenses of regulatory agencies which are necessary to be maintained after completion of the guarantee period shall be secured and paid for by the Owner.

C. PAYMENTS AND ROYALTIES

The costs involved in fees, royalties or claims for any patented invention, article process or method that may be used upon or in a manner connected with the work under this contract or with the use of completed work by the Owner, shall be paid by the Contractor. The Contractor and his sureties shall protect and hold the Owner and the Engineer, together with their officers, agents and employees, harmless from any and all loss, defense cost, and expenses against any and all demands made for such fees or claims brought or made by the holder of any invention or patent. Before final payment is made on the account of this contract, the Contractor shall, if requested by the Owner, furnish acceptable proof of a proper release from all such fees or claims.

Should the Contractor, his agent, employee or any of them be enjoined from furnishing or using any invention, article, material or plans supplied or required to be supplied or used under this contract, the Contractor shall promptly pay such royalties and secure the requisite licenses; or, subject to acceptance by the Owner, substitute other articles, materials or appliances in lieu thereof which are of equal efficiency, quality, finish, suitability and market value to those planned or required under the contract. Descriptive information of these substitutions shall be submitted to the Owner for determination of general conformance to the design concept and the construction contract. Should the Owner elect to refuse the substitution, the Contractor agrees to pay such royalties and secure such valid licenses as may be requisite for the Owner, his officers, agents and employees or any of them, to use such invention, article, material or appliance without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof.

K.1.09. SURVEYS

- A. The Owner shall furnish all necessary boundary surveys and establish all base lines for locating the principal component parts of the work, together with a suitable number of benchmarks adjacent to the work as shown in the contract documents. From the information provided by the Owner, unless otherwise specified in the contract documents, the Contractor shall develop and make all detail surveys needed for construction, such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets.
- B. The Contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

K.1.10. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are **essential conditions** of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed".

The Contractor agrees that said work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty, but as liquidated damages for such breach of contract as hereinafter set forth, for each and every working day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates. It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where, under the contract, an additional time is allowed for the completion of any work, the new time limit is fixed by such extension shall be the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and Contractor's reasons for the time extension are acceptable to the Owner; provided further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

- A. To any preference, priority or allocation order duly issued by the government;
- B. To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and
- C. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections A and B of this article;

Provided further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay, and notify the Contractor within a reasonable time of its decision in the matter.

K.1.11. CHANGES IN WORK

A. GENERAL

Whenever the Contractor is directed to perform extra work on a time and expense basis, he will maintain accurate records. Each day a record of labor, materials and equipment costs will be submitted to the Engineer for verification. These records will reflect the actual and necessary expenses pertaining to the extra work and shall be available for audit. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency.

Payments to the Contractor for extra work performed on a time and expense basis shall consist of the actual necessary expense for doing the extra work, plus an allowance of fifteen percent (15%) of labor, material and equipment rental for overhead, general superintendence and profits, plus one percent (1%) for bond. This basis of payment applies

to work done by a subcontractor, except the one percent (1%) allowance for bond shall not apply to work performed by a subcontractor. When the work is done by a subcontractor, the Contractor may add five percent (5%) to the subcontractor's charges to cover overhead and profit and one percent (1%) for bond.

In determining time and expense compensation, the term "actual necessary expense" shall mean the sum of (1) materials and equipment, (2) labor, (3) supervision, (4) construction equipment, (5) professional services and (6) other costs. Charges for such items shall mean the actual cost whether incurred by the Contractor, a subcontractor or others. The items making up "actual necessary expense" are defined as follows:

1. **Materials and Equipment.** Costs for materials and equipment provided by the Contractor and necessarily used in the work shall include applicable taxes.
2. **Labor.** The cost of labor shall be the sum of actual wages, labor surcharges and subsistence and travel allowances. Actual wages paid shall include employer payments to or on behalf of the worker for health and welfare, pension, vacation and similar purposes. The labor surcharge includes applicable labor related taxes, Workers Compensation Insurance premiums, public liability and property damage insurance premiums, and other legally required costs directly related to labor. Where subsistence and travel allowances are required for performance of extra work, the charges shall consist of the actual amount paid to each worker for these items.
3. **Supervision.** If, in the Owner's judgment, full time supervision of the extra work is required, it will be authorized in writing by the Engineer, and charges for such supervision will be included as an actual necessary expense. Charges for supervision of the extra work by the Contractor's representative are not regarded as part of actual necessary expense.
4. **Construction Equipment.** Charges for the use of construction equipment required in the performance of extra work shall be based on rental rates set forth in the State of Georgia current official published document covering rental of equipment used on force account work. For equipment not listed in said document, the rental rate shall be as listed by the local section of the Associated General Contractors. If the equipment is not listed by the Associated General Contractors, the rental rate will be mutually agreed upon in writing between the Contractor and the Owner prior to the use of said unlisted equipment. The reasonable cost of moving equipment onto and off the job site shall be included, but equipment rental shall not be paid when the equipment is inoperative due to breakdowns.
Individual pieces of equipment or small tools having a replacement value of One Hundred Dollars (\$100.00) or less shall be considered expendable, and no payment therefore shall be made.

When equipment is used on the extra work for less than five (5) days, hourly rates shall be used. Less than thirty (30) minutes of operation shall be considered one-half hour of operations. When equipment is used on the extra work for more than five (5) days, daily rates shall apply.

In this case, less than four (4) hours of operation shall be considered to be one-half day of operation.

5. **Professional Services.** Professional services shall be included in "actual necessary expense," provided that both the Owner has determined that such services are necessary and the Engineer has authorized in writing the provision of such services.
6. **Other Costs.** Charges for items not included in paragraphs numbered (1) through (5) of this section may be included as "actual necessary expense" if such additional items are authorized in advance and in writing by the Engineer.

K.1.12. CORRECTION OF WORK

All work, all materials, whether incorporated in the work or not, and all processes of manufacture shall be at all times and places subject to the inspection of the Engineer who shall be the final judge of the quality and suitability of the work, materials, and processes of manufacture for the purposes for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site.

K.1.13. EXTRAS

Without invalidating the Contract, the Owner may order extra work or make changes by altering, adding to or deducting from the work, the Contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All the work of the kind bid upon shall be paid for at the price stipulated in the proposal, and no claims for any extra work will be honored unless the work was ordered in writing by the Owner or its Engineer, acting officially for the Owner, and the price is stated in such order.

No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Engineer approved by the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of Section 12.1.11 of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls, and vouchers covering all items of cost, and when requested by the Owner, give the Owner access to accounts relating thereto.

PART II - DRAWINGS AND SPECIFICATIONS

K.2.01. CORRELATION AND INTENT OF DOCUMENTS

The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.

The intent of the documents is to provide all construction and completion in detail of the work, and it is understood that the Contractor will furnish all labor and materials, equipment, transportation, tools and appurtenances such as may be reasonably required under the terms of the contract to make each part of the work complete.

The drawings are intended to conform and agree with the specifications; if, however, discrepancies occur, the Engineers will decide which shall govern. Special specifications stated on the drawings govern that particular piece of construction and have equal weight and importance as the printed specifications.

K.2.02. DISCREPANCIES IN DRAWINGS AND SPECIFICATIONS

A. ERRORS AND OMISSIONS

If the Contractor, in the course of the work, becomes aware of any claimed errors or omissions in the contract documents or in the Owner's field work, he shall immediately inform the Engineer in writing. The Engineer shall promptly review the matter and if he finds an error or omission has been made; he shall determine the corrective actions and advise the Contractor accordingly. If the corrective work associated with an error or omission increases or decreases the amount of work called for in the Contract, the Owner shall issue an appropriate change order. After discovery of an error or omission by the Contractor, related work performed by the Contractor shall be done at his risk unless authorized by the Engineer.

In the event the Contractor disagrees with any determination or decision of the Engineer, the Contractor may within fifteen (15) calendar days of the date of such determination or decision, appeal the determination or decision to the Owner's representative. The Owner's representative shall review the appeal and transmit his decision in writing to the Contractor within thirty (30) calendar days from the date of receipt of the appeal. Failure of the Contractor to appeal the decision or determination of the Engineer within said fifteen (15) day period shall constitute a waiver of the Contractor's right to thereafter assert claim resulting from such determination or decision.

B. CONFLICTING PROVISIONS

Figure dimensions on drawings shall govern over scale dimensions and detail drawings shall govern over general drawings. In the event an item of work is described differently in two or more locations on the drawings and in the specifications, the Contractor shall request a clarification from the Engineer.

C. UTILITIES

It shall be the responsibility of the Contractor to determine the exact location of existing utilities and service connections thereto. The Contractor shall make his own investigations, including exploratory excavations, to determine the locations and type of existing utilities,

including service connections, prior to commencing work, which could result in damage to such utilities.

The contractor shall comply with the Georgia Utility Facility Protection Act and contact the Utilities Protection Center at 1-800-282-7411 for the purpose of coordinating and marking underground utilities.

Work on utilities shall be performed and paid for as follows:

1. **Known Utilities.** The Contractor shall provide all labor, equipment, materials and services necessary to remove, relocate, or maintain utilities specified on the drawings. The work on each utility shall be performed in a manner satisfactory to the utility owner. The utility owner has the option of doing such work with his own forces at the Contractor's expense, or permitting the work to be performed by the Contractor.
2. **Service Connections.** Locations of service connections are not shown on the drawings. The Contractor shall provide all labor, equipment and material to maintain service connections. The work on service connections shall be performed in a manner satisfactory to the service connection owner. The service connection owner has the option of doing such work with his own force at the Contractor's expense, or permitting the work to be performed by the Contractor.

K.2.03. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the Contract. The additional drawings and instructions thus supplied to the Contractor will coordinate with the contract documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Engineer will prepare jointly (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Engineer in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of work. Each such schedule shall be subject to change from time to time in accordance with the progress of the work.

K.2.04. SHOP OR SETTING DRAWINGS

The Contractor shall submit promptly to the Engineer five copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Engineer and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Engineer with five (5) corrected copies. If requested by the Engineer, the Contractor must furnish additional copies. Regardless of corrections made in, or approval given to such drawings by the Engineer, the Contractor will nevertheless be responsible for the accuracy of such drawings

and for their conformity to the plans and specifications, unless he notified the Engineer in writing of any deviations at the time he furnished such drawings.

K.2.05. MATERIALS, SERVICES AND FACILITIES

A. GENERAL

It is understood that except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, and temporary construction of every nature whatsoever necessary to execute, complete and deliver the work within the specified time.

Any work to be performed after regular working hours, on Sundays or legal holidays, shall be performed without additional expense to the Owner.

B. MATERIAL AND EQUIPMENT SPECIFIED BY NAME

When material or equipment is specified by reference to two (2) or more patents, brand names or catalog numbers, it shall be understood that these references are for the purpose of defining the performance, or other salient requirements, and that other materials or equipment, of equal capacities, quality and function, shall be considered by the Owner upon the Contractor's request for substitution.

C. SINGLE SOURCE PRODUCTS

If material or equipment is specified by only one patent or proprietary name or by the name of only one manufacturer, it is for the purpose of standardization, or because the Owner knows of no equal.

Any material, article or equipment of other manufacturers and vendors, which will perform adequately the duties imposed by the general design, will be considered equally acceptable provided the material, article or equipment so proposed is, in the opinion of the Engineer, of equal substance and function. It shall not be purchased or installed by the Contractor without the Engineer's written approval.

K.2.06. CONTRACTOR'S TITLE TO MATERIALS

No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage, or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

K.2.07. INSPECTION AND TESTING OF MATERIALS

- A. All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards.
- B. Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.
- C. Quality Control / Quality Assurance (QC/QA) shall be performed by the contractor in cooperation with a qualified testing firm(s) as may be required. Sampling and testing shall be done in accordance with the GDOT specifications. No separate payment will be made for QC/QA, sampling and testing.

K.2.08. WEATHER CONDITIONS

In the event of temporary suspension of work, or during inclement weather, or whenever the Engineer shall direct, the Contractor will and shall cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Contract.

K.2.09. INSPECTIONS

The authorized representatives and agents of the Owner shall be permitted to observe all work, materials, payrolls, and records of personnel, invoices of materials and other relevant data and records.

K.2.10. REPORTS, RECORDS AND DATA

The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.

PART III - CONTRACTOR'S RESPONSIBILITIES

K.3.01. CONTRACTOR'S OBLIGATIONS

The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein specified, in accordance with the provisions of this contract and specifications, and in accordance with the plans and drawings, and in accordance with the directions of the Engineer as given from time to time during the progress of the work. He shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required.

The constructor shall observe, comply with, and subject to all terms, conditions, requirements, and limitations of the contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Engineer and the Owner.

K.3.02. PROTECTION OF WORK AND PROPERTY

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work, and that of adjacent property, from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract, or by the Owner, or its duly authorized representatives.

In case of an emergency, which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act without previous instructions from the Engineer, in a diligent manner. He shall notify the Engineer immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Engineer for approval.

Where the Contractor has not taken action, but has notified the Engineer of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Engineer.

K.3.03. SUPERINTENDENCE BY CONTRACTORS

At the site of the work, the Contractor shall employ a construction superintendent or foreman, who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Engineer and shall be one who can be continued in that capacity for the particular job involved, unless he ceases to be on the Contractor's payroll.

K.3.04. MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts of neglect on the part of Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration, if such other Contractor or subcontractor will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor who shall indemnify and save harmless the Owner against any such claim.

Contractor shall defend, indemnify and hold harmless the Owner, their respective successors and assigns and their respective officers, employees and agents (collectively referred to as the "Indemnitees"), and each of them, from and against any and all claims, liabilities, damages, fines, penalties or costs of any nature (including reasonable attorneys' fees) resulting in death of or injury to any person or loss of or damage to any property, arising out of or in any way related to the Work, except to the extent caused by the sole negligence of Indemnitees, or any one of them. This indemnification provision is in addition to, and not in lieu of, any other indemnity agreements contained in the Contract Documents.

K.3.05. SEPARATE CONTRACT

The Contractor shall coordinate his operations with those of other Contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including his subcontractors, shall keep informed of the progress and the detail work of other Contractors and shall notify the Engineer immediately of lack of progress or defective workmanship on the part of the other Contractors. Failure of a Contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

K.3.06. SUBCONTRACTING

- A. The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors. No more than 70% of the contract value may be sublet or assigned to subcontractor(s).
- B. The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require.
- C. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- D. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind the subcontractors to the Contractor by the terms of the general conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.
- D. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

K.3.07. USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at his own expense:

- A. To take every precaution against injuries to persons or damages to property;
- B. To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other Contractors;

- C. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;
- D. To clean up frequently all refuse, rubbish, scrap materials and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance.
- E. Before final payment to remove all surplus material, false work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition;
- F. To affect all cutting, fitting, or patching of his work required to make the same to conform to the plans and specifications and, except with the consent of the Engineer, not to cut or otherwise alter the work of any other Contractor.

K.3.08. QUANTITIES OF ESTIMATE

Wherever the estimated quantities of work to be done and materials to be furnished under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this contract, and such increase or diminution shall in no way vitiate this contract, nor shall any such increase or diminution give cause or claims or liability for damages.

K.3.09. LANDS AND RIGHTS-OF-WAY

Prior to the start of construction, the Owner shall obtain all lands and rights-of-way necessary for the carrying out and completion of work to be performed under this contract.

K.3.10. MAINTAINING OPERATIONS

The Contractor shall schedule and execute this work so as to avoid interruption of existing services or operations, public or private. The Contractor will use every precaution to prevent damage to any existing facility, and in the event of damage will, at no expense to the Owner, repair and otherwise make good any damage to facilities resulting from his operations in connection with the contract. The Contractor will take whatever measures necessary to accurately determine the exact location of existing underground facilities prior to commencing construction.

K.3.11. LIENS

Neither the final payment nor any part of the retained percentage will become due until the Contractor, if required, shall furnish the Owner a complete release from any liens which might arise out of this contract, or receipts in full in lieu thereof, and if required in either case, an affidavit that insofar as he has knowledge or information, the releases and receipts include all materials for which a lien might be filed. The Contractor

may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner to indemnify it against any lien. If a lien shall remain unsatisfied after all payments are made, then the Contractor shall refund to the Owner all monies which the latter may be compelled to pay in discharging such lien, including all incidental costs and attorney's fees.

K.3.12. CONTRACT REQUIREMENTS

A. SUCCESSORS' OBLIGATIONS

The grants, covenants, provisions and claims, rights, powers, privileges and liabilities obtained in the contract documents shall be read and held as made by and with, and granted to and imposed upon, the Contractor and the Owner and their respective heirs, executors, administrators, successors and assigns.

B. ASSIGNMENT OF CONTRACT

The contract shall not be assigned in whole or in part without the written consent of the Owner. Involuntary assignment of the contract as caused by the Contractor being adjudged bankrupt, assignment of the contract for the benefit of Contractor's creditors or appointment of a receiver on account of Contractor's insolvency, shall be considered as failure to comply with the provisions of the contract and subject to the termination provisions contained herein.

C. WAIVER OF RIGHTS

Except as herein provided, no action or want of action on the part of the Contractor, Owner, Owner's representative, or construction manager at any time with respect to the exercise of any right or remedies conferred upon them under this contract, shall be deemed to be a waiver on the part of the Contractor and Owner of any of their rights or remedies. No waiver shall be effective except in writing by the party to be charged. No waiver of one right or remedy shall act as a waiver of any other right or remedy or as a subsequent waiver of the same right or remedy.

D. AMENDMENT OF GENERAL CONDITIONS

These general conditions may be amended only by mutual consent of the Owner and the Contractor in writing.

K.3.13 CHOICE OF LAW AND FORUM SELECTION

This contract shall be interpreted under the laws of the State of Georgia. Any and all disputes arising out of this contract shall be submitted to the State or Superior Court of Carroll or Douglas County and the parties expressly consent to venue and jurisdiction therein.

Section L
SPECIAL PROVISIONS

May 3, 2018

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

STANDARD SPECIFICATION

Section 315 – Cement Stabilized Reclaimed Base Construction (CSRB)

315.1 General Description

This work includes constructing a cement stabilized base course by pulverizing the existing flexible pavement, underlying base and subgrade, and mixing with Portland cement. Construct according to these Specifications and to the lines, grades, thickness, and typical cross-sections shown on the Plans or established by the Engineer.

315.1.1 Related References

General Provisions 101 through 150

A. Standard Specifications

[Section 109—Measurement and Payment](#)

[Section 301—Soil Cement Construction](#)

[Section 412—Bituminous Prime](#)

[Section 814—Soil Base Materials](#)

[Section 821—Cutback Asphalt](#)

[Section 822—Emulsified Asphalt](#)

[Section 824—Cationic Asphalt Emulsion](#)

[Section 830—Portland Cement](#)

[Section 880—Water](#)

B. Referenced Documents

GDT 19 – Determining Maximum Density of Soil-Cement mixtures

GDT 20 – Determining Field Density of soils with <45% retained on the No. 10 sieve and < 10% retained on the 1 inch sieve

GDT 21 - Determining Field Density of soils containing >45% retained on the No.10 sieve or >10% retained on the 1 inch sieve

GDT 59 - Testing Density of roadway materials with Nuclear Gauge

GDT 65 – Laboratory Design of Soil-Cement and Cement Stabilized Graded Aggregate

GDT 67 – Family of Curves Method for determining Maximum Density of soils

GDT 86 – Determining the compressive strength of Cement Stabilized Base cores taken from the roadway

315.1.2 Submittals

Prior to construction, submit a Construction Work Plan to the Engineer consisting of the proposed equipment, materials, and operation procedures. If the Engineer determines that the Work Plan is not satisfactory, revise the procedures and augment or replace equipment, as necessary, to complete the Work.

315.1.3 Mix Design

The Contractor shall submit a mix design to the Office of Materials and Testing for approval at least three weeks prior to construction. The Mix Design process shall be completed in accordance with [GDOT Test Method/GDT 65](#) by an accredited materials laboratory. The sampling, testing, proportioning, and documentation shall be completed by an accredited materials laboratory. The Contractor will be responsible for ensuring that appropriate traffic control measures are in place during the sampling operations. In-place samples of the road structure shall be taken at a minimum frequency of 1000 feet (300m) per two lanes; alternating the sample locations to achieve a sample every 500 lane-feet (152m). Additional samples may be needed to represent material changes and/or problem areas. Each sample shall contain at least 30lbs (14kg) of proportionally blended materials to be reclaimed. The Portland cement used in the design process must be from an approved source listed on [GDOT's Qualified Products List/QPL3](#) and representative of the same material to be used in construction.

The mix design submittal to the Office of Materials and Testing shall include the following:

1. Approximately 100lbs (45kg) of proportionally blended material from all in-place samples taken from the roadway.
2. A one gallon sample (plastic container) of the stabilizer used in the mix design.
3. All Test Data (charts, graphs, spreadsheets, etc.) along with design parameters. Test data should include the target gradation of the blended material, optimum moisture content of mixing, and application rate of the stabilizer to meet the design requirements.

Note: Since the Mix Design is based on source specific materials, any changes to materials or sources will render the design invalid.

315.2 Materials

Ensure that materials meet the requirements of the following GDOT Standard Specifications:

Material	Section
Blotter material (sand)	412.3.05.G.3
Soil Base Material	814.2.02
Cutback asphalt, RC-30, RC-70, RC-250 or MC-30, MC-70, MC-250, CSS-1h, AEP, EAP, CRS-2	821.2.01
Portland Cement (Type I or Type II)	830.2.01
Water	880.2.01

315.3 Construction Requirements

315.3.1 Personnel

Ensure that only experienced and capable personnel operate equipment.

315.3.2 Equipment

Equipment used in CSRB construction must meet the following requirements prior to the beginning of construction. All equipment shall be in satisfactory condition and capable of its intended purpose. The Engineer may at any time reject any equipment that is deemed unsafe, erratic, or produces an inadequate performance.

A. Reclaimer

CSRB will require a reclaimer unit that meets the following requirements:

1. Designed expressly for reclamation capable of pulverizing and mixing through asphaltic pavement, granular/soil base, Subbases, and subgrade down to depths of at least 12 inches (300mm).
2. Having a cutting drum with a minimum width of 7ft (2m).
3. Capable of continuously mixing materials to a homogenous blend and at a consistent depth.

4. Powered by an engine of at least 500 horsepower with steerable front and rear wheels.
5. Controlled by an electronic metering system capable of injecting mix water directly into the mixing chamber and has automatic sensors to monitor water application and mixing depth.

B. Spreader

For CSRB construction, use a cyclone-type mechanical spreader equipped with on-board scales that will spread Portland cement in a relatively dust-free process. Spreader must have an electronic or mechanical metering system which monitors the application rate.

Note: The use of pneumatic tubes to transfer cement or lime directly onto the roadway will not be allowed.

C. Additional Equipment (Water Truck, Compaction and Grading equipment, and Prime Distributer)

Additional equipment necessary to complete the work must be in satisfactory condition and proper for its intended purpose. Compactive equipment includes a sheep's foot roller, vibratory steel wheel roller and a pneumatic rubber tire roller. Use the correct size/type rollers or combination thereof that is capable of achieving the required density. A pressure distributor that complies with [GDOT Standard Specifications/Subsection 424.3.02.B](#) will be required to apply the bituminous prime coat.

315.3.3 Preparation

Prior to commencing reclaiming operations, blade grass and excess soil a minimum of 12 inches (300mm) from the edge of pavement. Locate, mark and preserve existing centerline, manholes, and utilities (gas, water, and electric lines). Relocate mailboxes and other appurtenances within such proximity to the roadway as to risk damage or interfere with the work.

Remove sections of driveway aprons in the right-of-way where necessary to permit the reclaimer to operate without damaging the machinery or driveway pavement. If necessary, saw-cut a neat parallel line to the proposed edge of pavement and remove the concrete along the road. After all work is complete, replace appurtenances to their original location as nearly as possible.

315.3.4 Construction

A. Weather Limitations

1. Mix only when the weather permits the course to be finished without interruption and within the timespecified.
2. Mix materials only when the moisture of the materials to be used in the mixture meets the specified limits.
3. Begin mixing only when the air temperature is above 40°F in the shade and rising.

B. Moisture Adjustment

Prior to compaction, ensure a uniform moisture content of the mixture is 100 to 120 percent of the optimum moisture content. The optimum moisture content is determined by the Job Mix Design and can be adjusted by the Engineer.

C. Cement Application

1. Apply cement on days when wind will not interfere with spreading.
2. Apply cement at the rate specified on the Job Mix Design (as established by [GDT-65](#)) and mix to the depth shown on the Plans. The Engineer may alter the spread rate during the progress of construction if necessary. Maintain the application rate within ± 10 percent of that specified by the Engineer.
3. Provide both equipment and personnel to measure the application rate of cement placed. The first tanker of cement shall be checked with a square yard cloth/certified scales. Any subsequent loads may be tested at the discretion of the Engineer. Multiple checks may be necessary to ensure that the spread rate is maintained within the ± 10 percent limit.
4. If the cement content falls below the 10 percent limit in the mixing area, add additional cement to bring the affected area within the tolerance specified, make necessary adjustments to the spreader, and perform additional checks to ensure the problem is corrected. If the cement content is more than the 10 percent limit in the mixing area, the excess quantity will be deducted from the Contractor's pay for cement.

5. Regulate operations to limit the application of cement to sections small enough so that all of the mixing, compacting, and finishing operations can be completed within the required time limits.
6. Pass only spreading and mixing equipment over the spread cement and operate this equipment so that it does not displace cement.
7. Replace damaged cement at no cost to the Department when damage is caused by:
 - a. Hydration due to rain, before or during mixing operations.
 - b. Spreading procedures are contrary to the requirements stated above.
 - c. Displacement by the Contractor's equipment or other traffic.

D. Mixing

1. Begin mixing as soon as possible after the cement is spread, and continue until a homogeneous and uniform mixture is produced. The Engineer at any time may require adjustments or replacement of equipment if a homogeneous and uniform mixture conforming to these Specifications is not achieved.
2. Continue pulverizing until the base mixture is uniform in color and conforms to the following gradation requirements:
 - a. 100 percent passing the 3 inch sieve (75mm) or the natural size of the in-situ aggregate.
 - b. 55 percent of the roadway material, excluding gravel, passes the No. 4 sieve (4.75mm) or the natural size of the in-situ aggregate.
3. Add water as needed to maintain or bring the moisture content to within the moisture requirements immediately after the preliminary mixing of the cement and roadway material.
4. Mix the additional water homogeneously into the full depth of the mixture.

E. Compaction and Finishing

1. Test Section
 - a. A test section shall be constructed with the first tanker of cement delivered to the project. The length of the test section will be determined by area in which the entire tanker of cement will cover.
 - b. The Engineer will evaluate compaction, moisture, homogeneity of mixture, thickness of stabilization, and finished base surface. If the Engineer deems necessary, revise the compaction procedure or replace equipment.
2. Time Limits
 - a. Complete compaction within 2 hours after the cement begins hydrating.
 - b. Do not perform vibratory compaction on materials more than 90 minutes old, measured from the time cement was added to the mixture.
 - c. Complete all operations within 4 hours from adding cement to finishing the surface.
3. Moisture Control
 - a. During compaction, ensure that the moisture is uniformly distributed throughout the mixture at a level of between 100 and 120 percent of the optimum moisture content.
4. Compaction Requirements
 - a. Use a sheep's foot roller, steel wheel roller or pneumatic-tired roller for initial compactive effort unless an alternate method is approved by the Engineer.
 - b. Compact the cement-stabilized base course to at least 98 percent of the maximum dry density established on the Job Mix Design. If 98 percent of the maximum dry density is not achieved, proof rolling will be required for that section.
 - c. Uniformly compact the mixture and then shape to the grade, line, and cross-section shown on the Plans.
 - d. Remove all loosened material accumulated during the shaping process. Do not use additional layers of cement-treated materials in order to conform to cross-sectional or grade requirements.

- e. Use a pneumatic-tired roller to roll the finished surface until it is smooth, closely knit, and free from cracks or deformations, and conforming to the proper line, grade, and cross-section.
- f. In places inaccessible to the roller, obtain the required compaction with mechanical tampers approved by the Engineer. Apply the same compaction requirements as stated above in [Subsection 315.3.04.E.4.](#)
- g. Perform grading operations immediately after the placement and compaction operations. Roll the stabilized base course again with a pneumatic-tired roller.

F. Construction Joints

1. Form a straight transverse joint at the end of each day's construction or whenever the work is interrupted.
2. Create the straight transverse joint by cutting back into the completed work to form a true vertical face free of loose or shattered material.
3. Form the joint at least 2ft (0.6m) from the end of the day's work, or at the point of interruption.
4. Form a longitudinal joint as described above if cement-stabilized mixture is placed over a large area where it is impractical to complete the full width during one day's work. Use the procedure for forming a straight transverse joint. Remove all waste material from the compacted base.

G. Priming the Base

1. The surface of the completed base course must be moist cured until the cure coat is applied.
2. Apply cure coat only to an entirely moist surface. If weather delays cure coat application, apply cure coat as soon as the surface moisture is adequate.
3. Apply cure coat according to [GDOT Standard Specifications/Section 412/Section 822/Section 824](#) as soon as possible and in no case later than 24 hours after completion of the finishing operations.
4. Protect finished portions of the cement-stabilized base course that are used by equipment in the construction of an adjoining section to prevent marring or damaging of the completed work. Protect the stabilized area from freezing during the curing period.
5. Apply cure coat depending on project ADT:
 - < 400 ADT: Prime and sand.
 - ≥ 400 ADT: Apply single 89 surface treatment layer.

H. Opening to Traffic

1. Correct any failures caused by traffic at no additional cost to the Department. Make repairs specified in [GDOT Standard Specifications/Subsection 300.3.06.B](#) whenever defects appear. This preservation action does not relieve the Contractor of his responsibility to maintain the work until final acceptance as specified in [GDOT Standard Specifications/Section 105.](#)

315.3.5 Quality Acceptance

A. Compaction Tests

1. Determine the maximum dry density from representative samples of compacted material, according to [GDOT Test Method/GDT 19](#) or [GDT 67.](#)
2. Determine the in-place density of finished courses according to [GDOT Test Method/GDT 20](#), [GDT 21](#) or [GDT 59](#) as soon as possible after compaction, but before the cement sets.

B. Gradation Tests

1. Ensure that the gradation of the completely mixed cement-stabilized base course meets the requirements as stated above in [Subsection 315.3.04.D.2.](#)

C. Finished Surface Tests

1. Check the finished surface of the cement-stabilized base course transversely using one of the following tools:

- a. A template, cut true to the required cross-section and set with a spirit level on non-superelevated sections.
 - b. A system of ordinates measured from a string line.
 - c. A surveyor' level.
2. Ensure the ordinates measured from the bottom of the template, string line, or straightedge, to the surface do not exceed ½ inch (12.5mm) at any point.

D. Thickness Tolerances

1. Determine the thickness of the cement-stabilized base course by making as many checks as necessary to determine the average thickness, but not less than one check per 1000 feet (300m) per 2 lanes. Checks shall be taken after the completion of the base course and prior to applying cure coat.
2. If any measurement is deficient in thickness by more than ½ inch (12.5mm), make additional measurements to isolate the affected area. Correct any area deficient by more than ½ inch (12.5mm) to the design thickness by using one of the following methods:
 - a. Apply GDOT approved asphaltic concrete 9.5mm Superpave.
 - b. Remix to the required thickness.

No payment will be made for any Asphaltic Concrete 9.5mm Superpave used to correct deficiencies nor will pavement be made for removing and reconstructing the deficient work.

3. If any measurement exceeds thickness by more than ½ inch (12.5mm), make additional measurements to isolate the affected area. If the basis of payment is per cubic yard and the average thickness for any mile increment exceeds the allowable ½ inch (12.5mm) tolerance the excess quantity in that increment will be deducted from the Contractor's payments. The excess quantity is calculated by multiplying the average thickness that exceeds the allowable ½ inch (12.5mm) tolerance by the surface area of the base, as applicable.

E. Strength

In lieu of 300 psi strength requirement the compaction requirement shall be a minimum of 98 percent of the specified theoretical density. If 98 percent of the maximum dry density is not achieved, proof rolling will be required for that section and no more the ½" depression will be accepted.

315.4 Measurement

A. Cement-Stabilized Base Course

Measure the surface length along the centerline when payment is specified by the square yard. The width is specified on the Plans. Measure irregular areas, such as turnouts and intersections, by the square yard.

B. Portland Cement

Measure Portland cement by the ton.

C. Cure Coat

Cure Coat is not measured for separate payment. Include the cost of furnishing and applying cure coat according to the provisions of [GDOT Standard Specifications/Section 412/Section 822/Section 824](#) in the Unit Price Bid for each individual base item.

315.5 Payment

A. Cement-Stabilized Base Course

Cement-stabilized base, in-place and accepted, will be paid for at the Contract Unit Price per square yard. Payment will be full compensation for roadbed preparation, mixing on the road, shaping, pulverizing, watering,

compaction, defect repair, cure coat and maintenance.

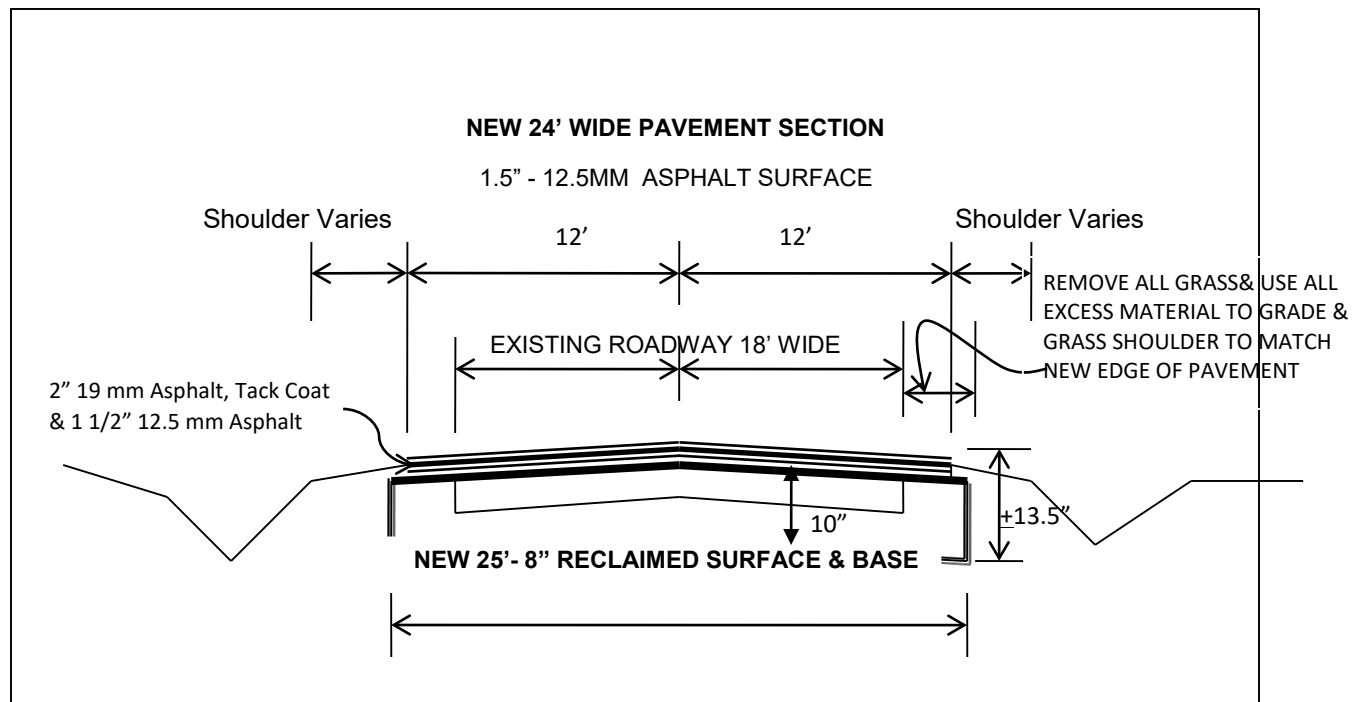
B. Portland Cement

Portland cement will be paid for at the Contract Unit Price per ton. Payment is full compensation for furnishing, hauling, and applying the material. Only Type I or Type II Portland cement incorporated into the finished course will be paid for and no payment will be made for cement used to correct defects due to the Contractor's negligence, faulty equipment, or error.

Payment will be made under:

Item No. 315	Cement Treated Base Course	Per square yard (meter)
Item No. 315	Portland Cement	Per ton (megagram)

Section M
LOCATION MAP, TYPICAL SECTIONS, AND ROAD DETAILS



PROJECT NUMBER

2020-TP-01

2020 Full Depth Reclamation for Industrial Park Roads and Plant Mix Resurfacing on Various City Streets, Shoulder Reconstruction and Grassing

Number	Road Summary of Information			Length Ft.	Gen. Width
	Roadway	From:	To:		
1	Bedrock	Creekhead Dr.	Dead End (Cul-de-Sac)	574	24
		Prop. Cnst: Superpave Design TP II ASP (binder replacement, Patching)	SPE: 9.5mm@168#, TP II, GPS only, incl. BITUM MATL & "H" Lime Required Striping: NONE		
2	Creekhead Dr.	Dead End (North)	Dead End (South)	1,250	24
		Prop. Cnst: Superpave Design TP II ASP (binder replacement, Patching)	SPE: 9.5mm@168#, TP II, GPS only, incl. BITUM MATL & "H" Lime Required Striping: NONE		
3	Commerce Drive	Hwy 78	Dead End (Waffle House)	2,150	30
		Prop. Cnst: Superpave Design TP II ASP, Patching, Edge Mill	SPE: 9.5mm@168#, TP II, GPS only, incl. BITUM MATL & "H" Lime Required Striping: C-Line		
4	Villa Trace	Hwy 78	Dead End	2,210	24
		Prop. Cnst: Superpave Design TP II ASP, Patching, Full Depth Mill	SPE: 9.5mm@168#, TP II, GPS only, incl. BITUM MATL & "H" Lime Required Striping: None		
5	South Lassetter Circle	Villa Trace	Dead End	1,410	20
		Prop. Cnst: Superpave Design TP II ASP, Patching, Edge Mill	SPE: 9.5mm@168#, TP II, GPS only, incl. BITUM MATL & "H" Lime Required Striping: None		
6	Arrow Bend	South Lassetter Circle	Dead End (Cul-de-Sac)	637	21.5
		Prop. Cnst: Superpave Design TP II ASP Patching, Edge Mill	SPE: 9.5mm@168#, TP II, GPS only, incl. BITUM MATL & "H" Lime Required Striping: None		
7	Green Court	South Lassetter Circle	Dead End (Cul-de-Sac)	135	20
		Prop. Cnst: Superpave Design TP II ASP, Patching, Edge Mill	SPE: 9.5mm@168#, TP II, GPS only, incl. BITUM MATL & "H" Lime Required Striping: None		

Number	Road Summary of Information			Length Ft.	Gen. Width
	Roadway	From:	To:		
8	North Lassetter Circle	Villa Trace	Dead End	1,155	21
		Prop. Cnst: Superpave Design TP II ASP, Patching, Edge Mill	SPE: 9.5mm@168#, TP II, GPS only, incl. BITUM MATL & "H" Lime Required Striping: None		
9	North Lassetter Court	North Lassetter Circle	Dead End (Cul-de-Sac)	76	20
		Prop. Cnst: Superpave Design TP II ASP, Patching, Edge Mill	SPE: 9.5mm@168#, TP II, GPS only, incl. BITUM MATL & "H" Lime Required Striping: None		
10	Summer Cypress Drive	From Street Number 1031	Dead End	1086	24
		Prop. Cnst: Superpave Design TP II ASP, (binder replacement, Patching)	SPE: 9.5mm@168#, TP II, GPS only, incl. BITUM MATL & "H" Lime Required Striping: NONE		
11	Tiffany Court	Summer Cypress Drive	Dead End (Cul-de-Sac)	340	22
		Prop. Cnst: Superpave Design TP II ASP, (binder replacement, Patching)	SPE: 9.5mm@168#, TP II, GPS only, incl. BITUM MATL & "H" Lime Required Striping: NONE		
12	Chris Circle	Summer Cypress Drive	Dead End	840	22.5
		Prop. Cnst: Superpave Design TP II ASP, (binder replacement, Patching)	SPE: 9.5mm@168#, TP II, GPS only, incl. BITUM MATL & "H" Lime Required Striping: NONE		
13	Edgewater Court	Chris Circle	Dead End	122	23.4
		Prop. Cnst: Superpave Design TP II ASP, (binder replacement, Patching)	SPE: 9.5mm@168#, TP II, GPS only, incl. BITUM MATL & "H" Lime Required Striping: NONE		
14	Fleet Drive	Andrew Way	North for Distance of 3068 LF	3068	24
		FDR to Depth of 10" with Portland Cement, 2" Layer of 19mm@228# and 1 ½" layer of 12.5 mm @168#	SPE: 2" Layer of 19mm@228#, 1 ½" Layer of 12.5mm @168#, TP II, GPS incl. BITUM MATL & "H" Lime Required Striping: NONE		

Number	Road Summary of Information			Length Ft.	Gen. Width
	Roadway	From:	To:		
15	Andrew Way	West Industrial Court	Fleet Drive	1534	24
		FDR to Depth of 10" with Portland Cement, 2" Layer of 19mm@228# and 1 ½" layer of 12.5 mm @168#	SPE: 2" Layer of 19mm@228#, 1 ½" Layer of 12.5mm @168#, TP II, GPS incl. BITUM MATL & "H" Lime Required Striping: NONE		
16	LakeFall Court	LakeBreeze Court	Dead End (Cul-de-Sac)	260	20
		Prop. Cnst: Superpave Design TP II ASP, Patching, Edge Mill	SPE: 9.5mm@168#, TP II, GPS only, incl. BITUM MATL & "H" Lime Required Striping: None		
17	LakeMoore Cove	Liberty Road	Dead End (Cul-de-Sac)	590	20
		Prop. Cnst: Superpave Design TP II ASP, Patching, Edge Mill	SPE: 9.5mm@168#, TP II, GPS only, incl. BITUM MATL & "H" Lime Required Striping: None		
18	Division Street	North Avenue	Northside Drive	375	20
		Prop. Constr: Superpave Design TP II ASP, Full Base (6" GAB)	SPE: 9.5mm@168#, TP II, GPS only, incl. BITUM MATL & "H" Lime Required Striping: None		
19	Main Street Plaza	N. Carroll Street	Main Street (Including plaza area fronting businesses)	848	Varies
		Prop. Cnst: Superpave Design TP II ASP, Patching, 1 ½" Mill entire area	SPE: 9.5mm@168#, TP II, GPS only, incl. BITUM MATL & "H" Lime Required Striping: One-way and entire Parking areas		
20	Grist Mill Drive	Poole Road	Dead End (Cul-de-Sac)	1290	24
		Prop. Cnst: Superpave Design TP II ASP, Patching	SPE: 9.5mm@168#, TP II, GPS only, incl. BITUM MATL & "H" Lime Required Striping: None		
21	Harvest Court	Grist Mill Drive	Dead End (Cul-de-Sac)	600	24
		Prop. Cnst: Superpave Design TP II ASP, Patching	SPE: 9.5mm@168#, TP II, GPS only, incl. BITUM MATL & "H" Lime Required Striping: None		
22	Brady Drive	Connors Road	Freeman Circle	493	22
		Prop. Cnst: Superpave Design TP II ASP, (binder replacement, Patching)	SPE: 9.5mm@168#, TP II, GPS only, incl. BITUM MATL & "H" Lime Required Striping: NONE		

Number	Road Summary of Information			Length Ft.	Gen. Width
	Roadway	From:	To:		
23	Freeman Circle	Street Address of #313	Enclave Drive	437	23
		Prop. Cnst: Superpave Design TP II ASP, (binder replacement, Patching)	SPE: 9.5mm@168#, TP II, GPS only, incl. BITUM MATL & "H" Lime Required Striping: NONE		
24	Enclave Drive	Conners Road	Street Address # 121	791	22
		Prop. Cnst: Superpave Design TP II ASP, (binder replacement, Patching)	SPE: 9.5mm@168#, TP II, GPS only, incl. BITUM MATL & "H" Lime Required Striping: NONE		
25	Scenic View Court	Enclave Drive	Dead End (Cul-de-Sac)	37	33
		Prop. Cnst: Superpave Design TP II ASP, (binder replacement, Patching)	SPE: 9.5mm@168#, TP II, GPS only, incl. BITUM MATL & "H" Lime Required Striping: NONE		
26	Liberty Pointe Decel Lane	Enclave Drive	Brady Drive	922	24
		Prop. Cnst: Superpave Design TP II ASP, (binder replacement, Patching)	SPE: 9.5mm@168#, TP II, GPS only, incl. BITUM MATL & "H" Lime Required Striping: NONE		
27	Napa Valley Drive	Various Utility Depressions		1100	22
		Prop. Cnst: Superpave Design TP II ASP, 6" to 7" Depth Mill, Binder Replacement	SPE: 9.5mm@168#, TP II, GPS only, incl. BITUM MATL & "H" Lime Required Striping: None		
28	Barberry Drive	Reid Plantation Drive	Dead End (Cul-de-Sac)	220	23
		Prop. Cnst: Superpave Design TP II ASP, (binder replacement, Patching)	SPE: 9.5mm@168#, TP II, GPS only, incl. BITUM MATL & "H" Lime Required Striping: NONE		
29	Buckeye Lane	Reid Plantation Drive	Dead End (Cul-de-Sac)	1005	23
		Prop. Cnst: Superpave Design TP II ASP, (binder replacement, Patching)	SPE: 9.5mm@168#, TP II, GPS only, incl. BITUM MATL & "H" Lime Required Striping: NONE		
30	Red Bud Circle	Buckeye Lane	Palmetto Lane	1963	22
		Prop. Cnst: Superpave Design TP II ASP, (binder replacement, Patching)	SPE: 9.5mm@168#, TP II, GPS only, incl. BITUM MATL & "H" Lime Required Striping: NONE		

Number	Road Summary of Information			Length Ft.	Gen. Width
	Roadway	From:	To:		
31	Gardenia Court	Palmetto Lane	Dead End (Cul-de-Sac)	135	22
		Prop. Cnst: Superpave Design TP II ASP, (binder replacement, Patching)	SPE: 9.5mm@168#, TP II, GPS only, incl. BITUM MATL & "H" Lime Required Striping: NONE		
32	Conners Road	Mirror Lake Blvd.	South Lake Parkway	2,250	60
		Prop. Cnst: Superpave Design TP II ASP, Patching	SPE: 9.5mm@168#, TP II, GPS only, incl. BITUM MATL & "H" Lime Required Striping: EL, CL, RPMs, Pavement Makings		
33	Mirror Lake Blvd.	I-20 Bridge	Shoreline Parkway	2,700	60
		Prop. Cnst: Superpave Design TP II ASP, Patching	SPE: 9.5mm@168#, TP II, GPS only, incl. BITUM MATL & "H" Lime Required Striping: EL, CL, RPMs, Pavement Makings		
34	Lawrence Drive	Old Tanyard Road	Dead End (Cul-de-Sac)	1825	24
		Prop. Cnst: Superpave Design TP II ASP, Patching	SPE: 9.5mm@168#, TP II, GPS only, incl. BITUM MATL & "H" Lime Required Striping: NONE		
35	Kippard Place	Lawrence Drive	Dead End (Cul-de-Sac)	135	24
		Prop. Cnst: Superpave Design TP II ASP, Patching	SPE: 9.5mm@168#, TP II, GPS only, incl. BITUM MATL & "H" Lime Required Striping: NONE		
36	Mallory Place	Lawrence Drive	Dead End (Cul-de-Sac)	50	24
		Prop. Cnst: Superpave Design TP II ASP, Patching	SPE: 9.5mm@168#, TP II, GPS only, incl. BITUM MATL & "H" Lime Required Striping: NONE		
37	Palmetto Lane	Red Bud Circle	Dead End (Cul-de-Sac)	875	23
		Prop. Cnst: Superpave Design TP II ASP, Patching	SPE: 9.5mm@168#, TP II, GPS only, incl. BITUM MATL & "H" Lime Required Striping: NONE		

PROJECT NUMBER

2020-TP-01

**2020 Full Depth Reclamation for Industrial Park Roads and Plant Mix Resurfacing on Various City Streets,
Shoulder Reconstruction and Grassing**

Quantity Descriptors

Street #	Area SQ YD	Mill (1 ½") SY	Mill (2") SY	Mill (Var.) SY	9.5mm (TN)	12.5mm (TN)	19mm (TN)	Patching (TN)
1	1,531		766		130		90	
2	3,334		1,734		291		198	
3	7,167	3,822			602			
4	5,894			5,894	495			
5	3,133	2,507			264			
6	1,522	1,133			128			
7	300	240			25			
8	2,695	2,053			227			
9	169	135			14			
10	2,896		2,896		243		330	
11	1,321		1,246		111		150	
12	2,100		2,100		176		239	
13	807		807		68		92	
14	8,181					687	933	
15	4,090					344	466	
16	1,068	462			90			50
17	1,802	1,048			151			75
18	834				70		95	
19	4,938	4,938			415			75
20	3,930		530		330			60

Street #	Area SQ YD	Mill (1 ½")	Mill (2")	Mill (Var.)	9.5mm (TN)	12.5mm (TN)	19mm (TN)	Patching
21	2,091		364		176			40
22	1,205		1,205		101		137	
23	1,117		1,117		94		127	
24	1,934		1,934		163		220	
25	626		626		53		72	
26	2,459		1,190		207		100	75
27	2,700			2,700	227		505	
28	1,053		1,053		88		120	60
29	3,059		3,059		257		350	60
30	5,300		3,570		446		300	75
31	820		476		69		40	
32	15,000	15,000			1260			350
33	1,000	18,000			1512		500	250
34	4,867				450			100
35	850				100			30
36	490				53			
37	2,236		2,236		187		255	
		49,338	26,909	8,594	9,273	1,031	5,319	1,040



Baldwin Paving Company, Inc.**SCHEDULE OF ITEMS (Addendum #3)****2020 Full Depth Reclamation for Industrial Park Roads and Plant Mix Resurfacing on
Various City Streets, Shoulder Reconstruction and Grassing****PROJECT NUMBER 2020-TP-01****DETAILED ESTIMATE**

ITEM NO.	ITEM	UNIT	QUANTITY	PRICE	AMOUNT
150-1000	TRAFFIC CONTROL – CITY ROADS	LS	1	160,796.81	160,796.81
210-0100	GRADING COMPLETE – CITY ROADS	LS	1	23,396.16	23,396.16
301-4181	CEMENT STABILIZED RECLAIMED BASE CONSTR, 10" MINIMUM	SY	12,500	8.10	101,250.00
301-5000	PORTLAND CEMENT FOR RECLAIMED BASE CONSTRUCTION	TN	350	203.00	71,050.00
310-5060	GRADED AGGREGATE BASE COURSE – 6-INCH, INCLUDING MATERIAL	TN	250	41.44	10,360.00
402-3130	RECYCLED ASPH CONC 9.5 mm SP @ 168 LB/SY GP 2 ONLY, INCL BITUM MATL & H LIME	TN	9,773	74.45	727,599.85
402-3130	RECYCLED ASPH CONC 12.5 mm SP @ 168 LB/SY GP 2 ONLY, INCL BITUM MATL & H LIME	TN	1,031	74.79	77,088.49
402-3190	RECYCLED ASPH CONC 19 mm SP @ 228 LB/SY GP 2 ONLY, INCL BITUM MATL & H LIME	TN	5,422	71.03	385,124.66
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE @330 LBS/SY, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	300	69.38	20,814.00
402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME	TN	1,040	122.33	127,223.20
413-1000	BITUMINOUS TACK COAT	GAL	9,000	2.33	20,970.00
432-0206	MILL ASPH CONC, 1 1/2 IN DEPTH	SY	49,338	2.47	121,864.86
432-0208	MILL ASPH CONC, 2 IN DEPTH	SY	26,909	2.86	76,959.74

BALDWIN PAVING COMPANY, INC.

ITEM NO.	ITEM	UNIT	QUANTITY	PRICE	AMOUNT
432-5010	MILL ASPH CONC, VARIABLE DEPTH	SY	8,594	4.67	40,133.98
653-0110	THERMO ARROW TP 1	EA	8	85.00	680.00
653-0120	THERMO ARROW TP 2	EA	70	85.00	5,950.00
653-1501	THERMO SOLID TRAFF 5" WHITE	LF	11,000	0.40	4,400.00
653-1502	THERMO SOLID TRAFF 5" YELLOW	LF	5,000	0.80	4,000.00
653-3501	THERMO SKIP TRAFF 5" WHITE	GLF	1000	0.40	400.00
653-3502	THERMO SKIP TRAFF 5" YELLOW	GLF	11,000	0.35	3,850.00
653-6006	THERMO TRAF STRIPING, YELLOW	SY	250	10.00	2,500.00
654-1001	RAISED PAVEMENT MARKERS, TP 1	EA	160	4.00	640.00
700-6910	GRASSING COMPLETE	LS	1	4,346.00	4,346.00
611-8055	MANHOLE ADJUSTMENTS	EA	97	661.25	64,141.25
611-8140	ADJUST VALVE BOXES	EA	20	546.25	10,925.00

TOTAL \$2,066,484.00

Two Million, Sixty Six thousand, four hundred eighty four dollars

BALDWIN PAVING COMPANY, INC.



SCHEDULE OF ITEMS (Addendum #3)**2020 Full Depth Reclamation for Industrial Park Roads and Plant Mix Resurfacing on
Various City Streets, Shoulder Reconstruction and Grassing****PROJECT NUMBER 2020-TP-01**

DETAILED ESTIMATE					
ITEM NO.	ITEM	UNIT	QUANTITY	PRICE	AMOUNT
150-1000	TRAFFIC CONTROL – CITY ROADS	LS	1	\$125,760.63	\$125,760.63
210-0100	GRADING COMPLETE – CITY ROADS	LS	1	\$109,799.16	\$109,799.16
301-4181	CEMENT STABILIZED RECLAIMED BASE CONSTR, 10" MINIMUM	SY	12,500	\$10.30	\$128,750.00
301-5000	PORTLAND CEMENT FOR RECLAIMED BASE CONSTRUCTION	TN	350	\$180.20	\$63,070.00
310-5060	GRADED AGGREGATE BASE COURSE – 6-INCH, INCLUDING MATERIAL	TN	250	\$47.51	\$11,877.50
402-3130	RECYCLED ASPH CONC 9.5 mm SP @ 168 LB/SY GP 2 ONLY, INCL BITUM MATL & H LIME	TN	9,773	\$83.33	\$814,384.09
402-3130	RECYCLED ASPH CONC 12.5 mm SP @ 168 LB/SY GP 2 ONLY, INCL BITUM MATL & H LIME	TN	1,031	\$79.69	\$82,160.39
402-3190	RECYCLED ASPH CONC 19 mm SP @ 228 LB/SY GP 2 ONLY, INCL BITUM MATL & H LIME	TN	5,422	\$81.58	\$442,326.76
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE @330 LBS/SY, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	300	\$81.20	\$24,360.00
402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME	TN	1,040	\$115.22	\$119,828.80
413-1000	BITUMINOUS TACK COAT	GAL	9,000	\$6.58	\$59,220.00
432-0206	MILL ASPH CONC, 1 1/2 IN DEPTH	SY	49,338	\$3.00	\$148,014.00
432-0208	MILL ASPH CONC, 2 IN DEPTH	SY	26,909	\$3.25	\$87,454.25

ITEM NO.	ITEM	UNIT	QUANTITY	PRICE	AMOUNT
432-5010	MILL ASPH CONC, VARIABLE DEPTH	SY	8,594	\$5.07	\$43,571.58
653-0110	THERMO ARROW TP 1	EA	8	\$81.91	\$655.28
653-0120	THERMO ARROW TP 2	EA	70	\$81.91	\$5,733.70
653-1501	THERMO SOLID TRAFF 5" WHITE	LF	11,000	\$0.49	\$5,390.00
653-1502	THERMO SOLID TRAFF 5" YELLOW	LF	5,000	\$0.60	\$3,000.00
653-3501	THERMO SKIP TRAFF 5" WHITE	GLF	1000	\$0.16	\$160.00
653-3502	THERMO SKIP TRAFF 5" YELLOW	GLF	11,000	\$0.16	\$1,760.00
653-6006	THERMO TRAF STRIPING, YELLOW	SY	250	\$8.19	\$2,047.50
654-1001	RAISED PAVEMENT MARKERS, TP 1	EA	160	\$8.19	\$1,310.40
700-6910	GRASSING COMPLETE	LS	1	\$8,190.74	\$8,190.74
611-8055	MANHOLE ADJUSTMENTS	EA	97	\$800.00	\$77,600.00
611-8140	ADJUST VALVE BOXES	EA	20	\$450.00	\$9,000.00
TOTAL:					\$2,375,424.78

BID SUBMITTED 07/31/2020 BY:



DAVID WHITE, DIRECTOR OF PRECONSTRUCTION
BARTOW PAVING COMPANY, INC.

Blount Construction Co., Inc.

SCHEDULE OF ITEMS (Addendum #3)

**2020 Full Depth Reclamation for Industrial Park Roads and Plant Mix Resurfacing on
Various City Streets, Shoulder Reconstruction and Grassing**

PROJECT NUMBER 2020-TP-01

DETAILED ESTIMATE					
ITEM NO.	ITEM	UNIT	QUANTITY	PRICE	AMOUNT
150-1000	TRAFFIC CONTROL – CITY ROADS	LS	1	145,985. ⁵⁰	145,985. ⁵⁰
210-0100	GRADING COMPLETE – CITY ROADS	LS	1	15,779. ⁴⁴	15,779. ⁴⁴
301-4181	CEMENT STABILIZED RECLAIMED BASE CONSTR, 10" MINIMUM	SY	12,500	9. ⁶⁰	120,000. ⁰⁰
301-5000	PORTLAND CEMENT FOR RECLAIMED BASE CONSTRUCTION	TN	350	167. ⁰⁸	58,478. ⁰⁰
310-5060	GRADED AGGREGATE BASE COURSE – 6-INCH, INCLUDING MATERIAL	TN	250	54. ⁷⁰	13,675. ⁰⁰
402-3130	RECYCLED ASPH CONC 9.5 mm SP @ 168 LB/SY GP 2 ONLY, INCL BITUM MATL & H LIME	TN	9,773	82. ⁸⁹	810,083. ⁹⁷
402-3130	RECYCLED ASPH CONC 12.5 mm SP @ 168 LB/SY GP 2 ONLY, INCL BITUM MATL & H LIME	TN	1,031	78. ⁴⁰	80,830. ⁴⁰
402-3190	RECYCLED ASPH CONC 19 mm SP @ 228 LB/SY GP 2 ONLY, INCL BITUM MATL & H LIME	TN	5,422	76. ⁷⁴	416,084. ²⁸
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE @330 LBS/SY, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	300	82. ²⁶	24,678. ⁰⁰
402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME	TN	1,040	139. ⁷⁰	145,288. ⁰⁰
413-1000	BITUMINOUS TACK COAT	GAL	9,000	2. ⁷⁹	25,110. ⁰⁰
432-0206	MILL ASPH CONC, 1 1/2 IN DEPTH	SY	49,338	2. ⁷²	134,199. ³⁶
432-0208	MILL ASPH CONC, 2 IN DEPTH	SY	26,909	3. ³⁵	90,145. ¹⁵

ITEM NO.	ITEM	UNIT	QUANTITY	PRICE	AMOUNT
432-5010	MILL ASPH CONC, VARIABLE DEPTH	SY	8,594	8.57	73,650.58
653-0110	THERMO ARROW TP 1	EA	8	89.25	714.00
653-0120	THERMO ARROW TP 2	EA	70	89.25	6,247.50
653-1501	THERMO SOLID TRAFF 5" WHITE	LF	11,000	.42	4,620.00
653-1502	THERMO SOLID TRAFF 5" YELLOW	LF	5,000	.84	4,200.00
653-3501	THERMO SKIP TRAFF 5" WHITE	GLF	1000	.42	420.00
653-3502	THERMO SKIP TRAFF 5" YELLOW	GLF	11,000	.37	4,070.00
653-6006	THERMO TRAF STRIPING, YELLOW	SY	250	10.50	2,625.00
654-1001	RAISED PAVEMENT MARKERS, TP 1	EA	160	4.20	672.00
700-6910	GRASSING COMPLETE	LS	1	8,400.00	8,400.00
611-8055	MANHOLE ADJUSTMENTS	EA	97	603.75	58,563.75
611-8140	ADJUST VALVE BOXES	EA	20	498.75	9,975.00

TOTAL \$ 2,254,494.93

SCHEDULE OF ITEMS (Addendum #3)**2020 Full Depth Reclamation for Industrial Park Roads and Plant Mix Resurfacing on
Various City Streets, Shoulder Reconstruction and Grassing****PROJECT NUMBER 2020-TP-01****DETAILED ESTIMATE**

ITEM NO.	ITEM	UNIT	QUANTITY	PRICE	AMOUNT
150-1000	TRAFFIC CONTROL – CITY ROADS	LS	1	216,541.16	216,541.16
210-0100	GRADING COMPLETE – CITY ROADS	LS	1	13,351.30	13,351.30
301-4181	CEMENT STABILIZED RECLAIMED BASE CONSTR, 10" MINIMUM	SY	12,500	9.43	117,875.00
301-5000	PORTLAND CEMENT FOR RECLAIMED BASE CONSTRUCTION	TN	350	165.00	57,750.00
310-5060	GRADED AGGREGATE BASE COURSE – 6-INCH, INCLUDING MATERIAL	TN	250	68.31	17,077.50
402-3130	RECYCLED ASPH CONC 9.5 mm SP @ 168 LB/SY GP 2 ONLY, INCL BITUM MATL & H LIME	TN	9,773	84.92	829,923.16
402-3130	RECYCLED ASPH CONC 12.5 mm SP @ 168 LB/SY GP 2 ONLY, INCL BITUM MATL & H LIME	TN	1,031	81.86	84,397.66
402-3190	RECYCLED ASPH CONC 19 mm SP @ 228 LB/SY GP 2 ONLY, INCL BITUM MATL & H LIME	TN	5,422	80.66	437,338.52
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE @330 LBS/SY, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	300	102.07	30,621.00
402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME	TN	1,040	130.68	135,907.20
413-1000	BITUMINOUS TACK COAT	GAL	9,000	1.70	15,300.00
432-0206	MILL ASPH CONC, 1 1/2 IN DEPTH	SY	49,338	3.60	177,616.80
432-0208	MILL ASPH CONC, 2 IN DEPTH	SY	26,909	4.24	114,094.16

ITEM NO.	ITEM	UNIT	QUANTITY	PRICE	AMOUNT
432-5010	MILL ASPH CONC, VARIABLE DEPTH	SY	8,594	7.40	63,595.60
653-0110	THERMO ARROW TP 1	EA	8	85.00	680.00
653-0120	THERMO ARROW TP 2	EA	70	85.00	5,950.00
653-1501	THERMO SOLID TRAFF 5" WHITE	LF	11,000	0.40	4,400.00
653-1502	THERMO SOLID TRAFF 5" YELLOW	LF	5,000	0.80	4,000.00
653-3501	THERMO SKIP TRAFF 5" WHITE	GLF	1000	0.40	400.00
653-3502	THERMO SKIP TRAFF 5" YELLOW	GLF	11,000	0.35	3,850.00
653-6006	THERMO TRAF STRIPING, YELLOW	SY	250	10.00	2,500.00
654-1001	RAISED PAVEMENT MARKERS, TP 1	EA	160	4.00	640.00
700-6910	GRASSING COMPLETE	LS	1	4,095.00	4,095.00
611-8055	MANHOLE ADJUSTMENTS	EA	97	800.00	77,600.00
611-8140	ADJUST VALVE BOXES	EA	20	550.00	11,000.00

TOTAL \$ 2,426,504.06

Bidder: C. W. MATTHEWS CONTRACTING CO., INC.



SCHEDULE OF ITEMS (Addendum #3)

**2020 Full Depth Reclamation for Industrial Park Roads and Plant Mix Resurfacing on
Various City Streets, Shoulder Reconstruction and Grassing**

PROJECT NUMBER 2020-TP-01

DETAILED ESTIMATE					
ITEM NO.	ITEM	UNIT	QUANTITY	PRICE	AMOUNT
150-1000	TRAFFIC CONTROL – CITY ROADS	LS	1	65445.96	65,445.96
210-0100	GRADING COMPLETE – CITY ROADS	LS	1	18671.72	18,671.72
301-4181	CEMENT STABILIZED RECLAIMED BASE CONSTR, 10" MINIMUM	SY	12,500	9.42	117,750.00
301-5000	PORTLAND CEMENT FOR RECLAIMED BASE CONSTRUCTION	TN	350	158.16	55,356.00
310-5060	GRADED AGGREGATE BASE COURSE – 6-INCH, INCLUDING MATERIAL	TN	250	45.06	11,265.00
402-3130	RECYCLED ASPH CONC 9.5 mm SP @ 168 LB/SY GP 2 ONLY, INCL BITUM MATL & H LIME	TN	9,773	76.19	744,604.87
402-3130	RECYCLED ASPH CONC 12.5 mm SP @ 168 LB/SY GP 2 ONLY, INCL BITUM MATL & H LIME	TN	1,031	74.20	76,500.20
402-3190	RECYCLED ASPH CONC 19 mm SP @ 228 LB/SY GP 2 ONLY, INCL BITUM MATL & H LIME	TN	5,422	81.55	442,164.10
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE @330 LBS/SY, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	300	81.55	24,465.00
402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME	TN	1,040	110.45	114,868.00
413-1000	BITUMINOUS TACK COAT	GAL	9,000	1.63	14,670.00
432-0206	MILL ASPH CONC, 1 1/2 IN DEPTH	SY	49,338	3.56	175,643.28
432-0208	MILL ASPH CONC, 2 IN DEPTH	SY	26,909	2.57	69,156.13

ITEM NO.	ITEM	UNIT	QUANTITY	PRICE	AMOUNT
432-5010	MILL ASPH CONC, VARIABLE DEPTH	SY	8,594	4.97	42,712.18
653-0110	THERMO ARROW TP 1	EA	8	95.18	761.44
653-0120	THERMO ARROW TP 2	EA	70	90.88	6,361.60
653-1501	THERMO SOLID TRAFF 5" WHITE	LF	11,000	.66	7,260.00
653-1502	THERMO SOLID TRAFF 5" YELLOW	LF	5,000	.66	3,300.00
653-3501	THERMO SKIP TRAFF 5" WHITE	GLF	1000	.60	600.00
653-3502	THERMO SKIP TRAFF 5" YELLOW	GLF	11,000	.60	6,600.00
653-6006	THERMO TRAF STRIPING, YELLOW	SY	250	5.11	1,277.50
654-1001	RAISED PAVEMENT MARKERS, TP 1	EA	160	4.99	798.40
700-6910	GRASSING COMPLETE	LS	1	4760.71	4,760.71
611-8055	MANHOLE ADJUSTMENTS	EA	97	2071.44	200,929.68
611-8140	ADJUST VALVE BOXES	EA	20	1646.15	32,923.00

TOTAL \$2,238,844.77

ARTICLE III. - SMOKE-FREE AIR

Footnotes:

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State Law reference— *Georgia Smokefree Air Act of 2005, O.C.G.A. § 31-12A-1 et seq.*

Sec. 16-68. - Title.

This article shall be known as the "City of Villa Rica Smoke-Free Air Ordinance of 2012."

(Ord. No. 12-04-CCO, § 13-66(a), 5-1-2012)

Sec. 16-69. - Definitions.

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

Business means a sole proprietorship, partnership, joint venture, corporation, or other business entity, either for-profit or not-for-profit, including retail establishments where goods or services are sold; professional corporations and other entities where legal, medical, dental, engineering, architectural, or other professional services are delivered; and private clubs.

E-cigarette means any electronic oral device, such as one composed of a heating element, battery, and/or electronic circuit, that provides a vapor of nicotine and/or other substances, and the use or inhalation of which simulates smoking. The term shall include any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, or e-pipe, or under any other product name or descriptor.

Employee means a person who is employed by an employer in consideration for direct or indirect monetary wages or profit, and a person who volunteers his services for a nonprofit entity.

Employer means a person, business, partnership, association, corporation, including a municipal corporation, trust, or nonprofit entity that employs the services of one or more individual persons.

Enclosed area means all space between a floor and ceiling that is bounded on all sides by walls, doorways or windows, whether open or closed. A wall includes any retractable divider, garage door, or other physical barrier, whether temporary or permanent.

Health care facility means an office or institution providing care or treatment of diseases, whether physical, mental, or emotional, or other medical, physiological, or psychological conditions, including, but not limited to, hospitals, rehabilitation hospitals or other clinics, including weight control clinics, nursing homes, long-term care facilities, homes for the aging or chronically ill, laboratories, and offices of surgeons,

chiropractors, physical therapists, physicians, psychiatrists, dentists, and all specialists within these professions. This definition shall include all waiting rooms, hallways, private rooms, semiprivate rooms, and wards within health care facilities.

Outdoor common area means outdoor areas of apartment buildings, condominiums, retirement facilities, nursing homes, and other multiple-unit residential facilities.

Outdoor service area means an unenclosed area of a restaurant or bar where food or beverage is served.

Place of employment means an area under the control of a public or private employer, including, but not limited to, work areas, private offices, employee lounges, restrooms, conference rooms, meeting rooms, classrooms, employee cafeterias, hallways, and vehicles. A private residence is not a "place of employment" unless it is used as a child care, adult day care, or health care facility.

Playground means the area of any park or recreational area designed to be used by children that has play or sports equipment installed, or any similar facility located on private school grounds or on city grounds.

Private club means an organization, whether incorporated or not, which is the owner, lessee, or occupant of a building or portion thereof used exclusively for club purposes at all times, which is operated solely for a recreational, fraternal, social, patriotic, political, benevolent, or athletic purpose, but not for pecuniary gain, and which only sells alcoholic beverages incidental to its operation. The affairs and management of the organization are conducted by a board of directors, executive committee, or similar body chosen by the members at an annual meeting. The organization has established bylaws and/or a constitution to govern its activities. The organization has been granted an exemption from the payment of federal income tax as a club under 26 USC 501.

Public place means an enclosed area to which the city has jurisdiction and the public is invited or in which the public is permitted, including but not limited to, banks, bars, educational facilities, gaming facilities, health care facilities, hotels and motels, laundromats, public transportation vehicles and facilities, reception areas, restaurants, retail food production and marketing establishments, retail service establishments, retail stores, shopping malls, sports arenas, theaters, and waiting rooms. A private residence is not a public place unless it is used as a child care, adult day care, or health care facility.

Reasonable distance means a minimum of ten feet or a distance that is sufficient to ensure indoor areas remain smoke-free by preventing smoke from infiltrating enclosed public places via any entrance, exit, window, vent, or air intake system of a building where smoking is prohibited, and to protect persons entering or exiting enclosed areas from involuntarily inhaling second-hand smoke.

Restaurant means an eating establishment, including, but not limited to, coffee shops, cafeterias, sandwich stands, and public school cafeterias, which gives or offers for sale food to the public, guests, or employees, as well as kitchens and catering facilities in which food is prepared on the premises for serving elsewhere. The term "restaurant" shall include a bar area within the restaurant.

Service line means an indoor or outdoor line in which one or more persons are waiting for or receiving service of any kind, whether or not the service involves the exchange of money, including, but not limited to, ATM lines, concert lines, food vendor lines, movie ticket lines, and sporting event lines.

Shopping mall means an enclosed public walkway or hall area that serves to connect retail or professional establishments.

Smoking means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco product intended for inhalation, in any manner or in any form. The term "smoking" also includes the use of an e-cigarette that creates a vapor, in any manner or in any form, or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking in this article.

Sports arena means sports pavilions, stadiums, gymnasiums, health spas, boxing arenas, swimming pools, roller and ice rinks, bowling alleys, and other similar places where members of the general public assemble to engage in physical exercise, participate in athletic competition, or witness sports or other events within the city's jurisdiction.

(Ord. No. 12-04-CCO, § 13-66(b), 5-1-2012)

Sec. 16-70. - Application of article to city-owned or city-leased facilities.

All enclosed facilities, including buildings and vehicles owned, leased, or operated by the city, shall be subject to the provisions of this article.

(Ord. No. 12-04-CCO, § 13-66(c), 5-1-2012)

Sec. 16-71. - Prohibition of smoking in enclosed public places.

Smoking shall be prohibited in all enclosed public places within the city, including, but not limited to, the following places:

- (1) Aquariums, galleries, libraries, and museums.
- (2) Areas available to and customarily used by the general public in businesses and nonprofit entities patronized by the public, including, but not limited to, banks, laundromats, professional offices, and retail service establishments.
- (3) Bingo facilities.

- (4) Child care and adult day care facilities.
- (5) Convention facilities.
- (6) Educational facilities, both public and private.
- (7) Elevators.
- (8) Gaming facilities.
- (9) Health care facilities.
- (10) Hotels and motels.
- (11) Lobbies, hallways, and other common areas in apartment buildings, condominiums, trailer parks, retirement facilities, nursing homes, and other multiple-unit residential facilities.
- (12) Polling places.
- (13) Public transportation vehicles, including buses and taxicabs, under the authority of the city, and ticket, boarding, and waiting areas of public transportation facilities, including bus, train, trolley and airport facilities.
- (14) Restaurants.
- (15) Restrooms, lobbies, reception areas, hallways, and other common-use areas.
- (16) Retail stores.
- (17) Rooms, chambers, places of meeting or public assembly, under the control of an agency, board, commission, committee or council of the city or a political subdivision of the state, to the extent the place is subject to the jurisdiction of the city.
- (18) Service lines.
- (19) Shopping malls.
- (20) Sports arenas, including enclosed places in outdoor arenas.
- (21) Theaters and other facilities primarily used for exhibiting motion pictures, stage dramas, lectures, musical recitals, or other similar performances.

(Ord. No. 12-04-CCO, § 13-66(d), 5-1-2012)

Sec. 16-72. - Prohibition of smoking in places of employment.

- (a) Smoking shall be prohibited in all enclosed areas within places of employment without exception. This includes common work areas, auditoriums, classrooms, conference and meeting rooms, private offices, elevators, hallways, medical facilities, cafeterias, employee lounges, stairs, restrooms, vehicles, and all other enclosed facilities.
- (b) This prohibition on smoking shall be communicated to all existing employees by the effective date of the ordinance from which this article is derived and to all prospective employees upon their application for employment.

(Ord. No. 12-04-CCO, § 13-66(e), 5-1-2012)

Sec. 16-73. - Prohibition of smoking in private clubs.

Smoking shall be prohibited in all private clubs.

(Ord. No. 12-04-CCO, § 13-66(f), 5-1-2012)

Sec. 16-74. - Prohibition of smoking in enclosed residential facilities.

Smoking shall be prohibited in the following enclosed residential facilities:

- (1) All private and semiprivate rooms in nursing homes.
- (2) At least 80 percent of hotel and motel rooms that are rented to guests.

(Ord. No. 12-04-CCO, § 13-66(g), 5-1-2012)

Sec. 16-75. - Prohibition of smoking in outdoor areas.

Smoking shall be prohibited in the following outdoor places:

- (1) Within ten feet or a reasonable distance outside entrances, operable windows, and ventilation systems of enclosed areas where smoking is prohibited, so as to ensure that tobacco smoke does not enter those areas when the area is open for business or occupied by one or more persons. If the location of an entrance, exit, window, vent, or air intake system of a building where smoking is prohibited or if the location of a barrier, such as a wall, property line, parking lot, or street makes the reasonable distance requirement impossible to meet, then the building owner, agent, operator, person in charge or proprietor of a public place shall determine the maximum distance between the outdoor smoking area and the entrance exit, window, or air intake system of a building where smoking is prohibited.
- (2) In, and within ten feet or a reasonable distance of, outdoor seating or serving areas of restaurants.
- (3) In all outdoor arenas, stadiums, and amphitheaters. Smoking shall also be prohibited in, and within ten feet or a reasonable distance of, bleachers and grandstands for use by spectators at sporting and other public events.
- (4) In, and within ten feet or a reasonable distance of, all outdoor public transportation stations, platforms, and shelters under the authority of the city.
- (5) In all outdoor service lines.
- (6) In, and within ten feet or a reasonable distance of, outdoor playgrounds.

(Ord. No. 12-04-CCO, § 13-66(h), 5-1-2012)

Sec. 16-76. - Where smoking not regulated.

Notwithstanding any other provision of this article to the contrary, the following areas shall be exempt from the provisions of sections 16-72 and 16-73:

- (1) Private residences, except when used as a child care, adult day care, or health care facility, and except as provided in section 16-74.
- (2) Not more than 20 percent of hotel and motel rooms rented to guests and designated as smoking rooms.
- (3) Outdoor areas of places of employment except those covered by the provisions of section 16-75.
- (4) Areas within the city in which the mayor and aldermen do not have jurisdiction including, but not limited to, property belonging to the Carroll County or Douglas County Board of Education, Carroll or Douglas County Board of Commissioners, other jurisdictions, the state and the federal government.

(Ord. No. 12-04-CCO, § 13-66(i), 5-1-2012)

Sec. 16-77. - Exemptions.

Notwithstanding any other provisions of this article to the contrary, smoking may be permitted in certain establishments including:

- (1) Restaurants where their outdoor service area is at least 50 percent of the size of their indoor area may designate 20 percent of the outdoor area as a smoking section.

(Ord. No. 12-04-CCO, § 13-66(j), 5-1-2012; Ord. No. 01-16-CCO, 2-2-2016)

Sec. 16-78. - Declaration of establishment as nonsmoking.

Notwithstanding any other provision of this article, an owner, operator, manager, or other person in control of an establishment, facility, or outdoor area may declare that entire establishment, facility, or outdoor area as a nonsmoking place. Smoking shall be prohibited in any place in which a sign conforming to the requirements of section 16-79(a) is posted.

(Ord. No. 12-04-CCO, § 13-66(k), 5-1-2012)

Sec. 16-79. - Posting of signs.

- (a) A minimum of one "No Smoking" sign or the international "No Smoking" symbol (consisting

of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it) shall be clearly and conspicuously posted in every public place and place of employment where smoking is prohibited by this article, by the owner, operator, manager, or other person in control of that place.

- (b) Every public place and place of employment where smoking is prohibited by this article shall have posted at the primary entrance a conspicuous sign clearly stating that smoking is prohibited. Every vehicle that constitutes a place of employment under this article shall have at least a minimum of one conspicuous sign, visible from the exterior of the vehicle, clearly stating that smoking is prohibited.
- (c) All ashtrays shall be removed from any area where smoking is prohibited by this article by the owner, operator, manager, or other person having control of the area.

(Ord. No. 12-04-CCO, § 13-66(l), 5-1-2012)

Sec. 16-80. - Non-retaliation; non-waiver of rights.

- (a) No person or employer shall discharge, refuse to hire, or in any manner retaliate against an employee, applicant for employment, or customer because that employee, applicant, or customer exercises any rights afforded by this article or reports or attempts to prosecute a violation of this article. Notwithstanding section 16-82, violation of this section shall be an offense, punishable by a fine not to exceed \$1,000.00 for each violation.
- (b) An employee who works in a setting where an employer allows smoking does not waive or otherwise surrender any legal rights the employee may have against the employer or any other party.

(Ord. No. 12-04-CCO, § 13-66(m), 5-1-2012)

Sec. 16-81. - Enforcement.

- (a) This article shall be enforced by the city manager or an authorized designee.
- (b) Notice of the provisions of this article shall be given to all applicants for a business license in the city.
- (c) Any citizen who desires to register a complaint under this article may initiate enforcement with the city manager.
- (d) The health department, fire department, or their designees shall, while an establishment is undergoing otherwise mandated inspections, inspect for compliance with this article.
- (e) An owner, manager, operator, or employee of an establishment regulated by this article shall direct a person who is smoking in violation of this article to extinguish the product being smoked. If the person does not stop smoking, the owner, manager, operator or employee shall refuse service and shall immediately ask the person to leave the premises. If the person

in violation refuses to leave the premises, the owner, manager, operator, or employee shall contact a law enforcement agency. Any business that complies with the notification requirements of this article shall not be cited for violation.

- (f) Notwithstanding any other provision of this article, an employee or private citizen may bring legal action to enforce this article.
- (g) In addition to the remedies provided by the provisions of this section, the city manager or any person aggrieved by the failure of the owner, operator, manager, or other person in control of a public place or a place of employment to comply with the provisions of this article may apply for injunctive relief to enforce those provisions in any court of competent jurisdiction.

(Ord. No. 12-04-CCO, § 13-66(n), 5-1-2012)

Sec. 16-82. - Violations and penalties.

- (a) A person who smokes in an area where smoking is prohibited by the provisions of this article shall be guilty of a city ordinance violation, punishable by a fine and court fees not to exceed \$100.00.
- (b) Except as otherwise provided in section 16-80(a), a person who owns, manages, operates, or otherwise controls a public place or place of employment and who fails to comply with the provisions of this article shall be guilty of a city ordinance violation punishable by:
 - (1) A fine not exceeding \$100.00 for a first violation.
 - (2) A fine not exceeding \$200.00 for a second violation within one year.
 - (3) A fine not exceeding \$500.00 for each additional violation within one year.
- (c) In addition to the fines established by this section, violation of this article by a person who owns, manages, operates, or otherwise controls a public place or place of employment may result in the suspension or revocation of any permit or license issued to the person for the premises on which the violation occurred.
- (d) Violation of this article is hereby declared to be a public nuisance, which may be abated by the city manager by restraining order, preliminary and permanent injunction, or other means provided for by law, and the city may take action to recover the costs of the nuisance abatement.
- (e) Each day on which a violation of this article occurs shall be considered a separate and distinct violation.

(Ord. No. 12-04-CCO, § 13-66(o), 5-1-2012)

Sec. 16-83. - Public education.

The city manager shall engage in a continuing program to explain and clarify the purposes and requirements of this article to citizens affected by it, and to guide owners, operators, and managers in their compliance with it. The program may include publication of a brochure for affected businesses and individuals explaining the provisions of this article.

(Ord. No. 12-04-CCO, § 13-66(p), 5-1-2012)

Sec. 16-84. - Other applicable laws.

This article shall not be interpreted or construed to permit smoking where it is otherwise restricted by other applicable laws.

(Ord. No. 12-04-CCO, § 13-66(q), 5-1-2012)

Sec. 16-85. - Liberal construction.

This article shall be liberally construed so as to further its purposes.

(Ord. No. 12-04-CCO, § 13-66(r), 5-1-2012)

Secs. 16-86—16-110. - Reserved.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Digital Sign Replacement
AGENDA DATE: August 11, 2020

DATE PREPARED: July 15, 2020
PREPARED BY: Evette Bridges, Library Manager

AMOUNT: \$20,918.50
GL ACCOUNT #: 100-6510-522220
FUNDING SOURCE: M/R Equipment
BUDGETED ITEM? No

PURPOSE: The digital sign that is in front of the library needs to be replaced.

BACKGROUND: The library tried on several occasions to have the sign repaired, but the software is no longer operational, and is not compatible with current signs that could possibly replace it. The company that installed the sign is out of business, and all warranties are void.

The lowest bid price obtained by the library was from DeNyse Signage and Architectural Elements of Douglasville, GA. The bid came in at \$21430.00 – \$511.50 (for original repair order that will apply as a credit to the full cost), which beat the other quotes from Sign Works Pro, Inc. of \$22,815.00 and Extreme Images, of Douglasville, GA of \$29,101.32.

STAFF RECOMMENDATION: Approval of digital sign replacement

IMPACT: Allows for the replacement of a non-operational digital billboard.

MOTION: To approve a purchase of a new digital sign from DeNyse Signage & Architectural Design.

DENYSE

52405 • 5/14/2020
Revision 0 • 5/14/2020
Sales Rep.: Nicholas
Shepherd
Project ID: 010215
Opportunity ID: 36092

Proposal**Sell To**

Company: Villa Rica Public Library
Contact: Evett Bridges
Phone: (770) 459-7012
Address: 869 Dallas Hwy
Villa Rica GA 30180

Ship To

Property: Villa Rica Public Library
Contact: Evett Bridges
Phone: (770) 459-7012
Address: 869 Dalls Hwy
Villa Rica GA 30180

Scope

Line #	Site	Title	Description	Qty	Price	Total
1		EMC Replacements	38" x 75" Provide replacement electronic message center for an existing double sided sign.	1	\$19,210.00	\$19,210.00
2			ESTIMATED INSTALLATION: To include load, travel, and labor to install the above proposed signage.	1	\$2,220.00	\$2,220.00
Scope Sub-Total						\$21,430.00
Additional Charges Sub Total:						\$0.00
Taxes:						\$0.00
Grand Total:						\$21,430.00

Proposal Notes

Proposed turn time for this project:

02 weeks . Final Design

10 weeks . Production

02 weeks . Install

Please Note: This proposed schedule is good for (7) days and begins when deposit is received and the proposal and design set have been signed and returned.

Sell To:	Villa Rica Public Library	Scope Summary	
Ship To:	Villa Rica Public Library	Scope Sub Total:	\$21,430.00
Proposal Number:	52405	Additional Charges Sub Total:	\$0.00
Revision Number:	0	Taxes:	\$0.00
Date:	5/14/2020	Grand Total:	\$21,430.00

All material is guaranteed to be as specified, and the above to be in accordance with the drawings and or specifications submitted for the work described, and completed in a workmanlike manner.

Note: The attached proposal is submitted and priced based upon normal production time and does not include an allowance for overtime pay. If portions of the job or the entire job require overtime to meet customer's accelerated completion schedule, post signing date, additional charges may be incurred. This proposal may be withdrawn if not accepted within 30 days. Work will not begin until down payment and written acceptance are received. Any alternate contracts or terms and conditions may alter pricing and void this quote.

Any alteration or deviation from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate to be paid by the purchaser. In the event of a breach of contract by purchaser, Seller will be entitled to attorney's fees in a court proceeding. All agreements are contingent upon strikes, accidents or delays beyond our control. Workers Compensation and public liability insurance on above work to be taken out by Seller. Once signs are installed, Purchaser is responsible for all insurance (fire, tornado, etc.). DeNyse Companies, Inc. will not carry any insurance on signage after installation is effected.

Covid-19 Notifications Due to the current COVID-19 pandemic certain materials needed to make signs have been in short supply. Some products have been delayed in manufacturing supply chains due to plants shutting down. While we will do our best to work thru the sourcing process, we cannot anticipate all supply chain delays. We will continue to keep customers informed of any foreseeable delays as well as communicating delays when learned by our team. We will continue to work in the best interest of our clients to complete jobs as timely as possible.

Terms and Conditions

Force Majeure Notwithstanding anything to the contrary contained herein, DeNyse Companies shall not be liable for any delays or failures in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, acts of war or terrorism, viral outbreaks, shortage of supply, interruptions or malfunction of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties or civil unrest. Notwithstanding the foregoing, in the event of such an occurrence, DeNyse Companies agrees to make a good faith effort to perform its obligations hereunder.

Payment All jobs are contracted on a 50% deposit down, remainder due COD basis, unless credit has been extended. Our terms are Net 15 days with 2% interest applied to balances over 30 days. Corporate policy dictates filing a claim of lien if payment is not received within terms. All signs remain the property of DeNyse Companies, Inc. until such time payment is received in full. Delinquent payments will result in repossession of signs by DeNyse Companies, Inc.

All fees associated with invoicing by means of 'Construction Payment Management' software will be added to the final Invoice. No administration or "CPM" fees have been added to this proposal.

Credit Payment terms may be extended once a credit application has been submitted and approved for first time customers and existing customers who have not done business with DeNyse Companies, Inc. within the last 24 months. Payment by customers who do not qualify for the extended terms will be cash on delivery basis. Visa, MasterCard and American Express also accepted as payment (additional fee may apply). All new customers must also supply a current Form W-9 to DeNyse Companies, Inc. before credit terms can be applied.

Utility Locate, Removal of Site Indication & Posted Documents DeNyse Companies, Inc. performs normal and customary call before you dig services on all installs that are adjacent to public property. We do not call for utility locate services on private property unless specifically instructed to do so and a fee is noted on the proposal to perform this service. Removal of utility-locate flags, sign location markers, and posted permitting documents will result in additional trip charges and/or back charges to Purchaser. We will seek reimbursement for actual fees incurred if overhead wires must be sleeved to facilitate installation. DeNyse Companies, Inc. cannot be responsible for sprinkler lines unless lines are marked by the original sprinkler system installation company. All down time associated with sprinkler repair will be billable at our normal installation rate, plus materials. If the repairs are done by a professional company, the contract for services will be between the purchaser and repair company.

Artwork Specific, existing logo artwork shall be provided by others, on disc, ready for output, unless otherwise specified. All drawings submitted to DeNyse Companies, Inc. by client are to be free of encumbrances. Any drawings submitted from third parties must include a written release of copyrights. If a release is not available, we must have a written release of liability from client in order to use others artwork.

Copyright All sign designs, sketches, drawings, proposals, specification sheets and any information given to or created for you are the sole property of DeNyse Companies, Inc. and may not be recreated, reproduced, faxed, mailed, emailed, scanned, transferred, published, used or

changed in any manner or used for securing price comparisons without the express written permission of an authorized representative of DeNyse Companies, Inc. or unless design services are paid in full. Violators will be subject to a \$15,000 fine and prosecuted to the full extent of the law.

Warranty Seller warrants non-illuminated signs against defective workmanship and materials for one (1) year from date of shipment or installation by DeNyse Companies, if installation is effected by Seller. During this period Seller agrees to repair, replace, or reimburse at no cost to the owner, any portion of our work that is defective. Please contact your project manager to schedule any repair work.

Lighted signs are warranted for one (1) year from date of shipment or installation from DeNyse Companies for parts and labor. After one (1) year, normal repair or replacement service calls are charged at their regular rate. Ballasts and/or transformers are warranted for one (1) year; materials only. Regular service call mobilization charges apply. Lighted bulbs and neon are warranted for 90 days; parts and labor.

Documentation Any documentation required by purchaser from vendor, including Certificates of Insurance and Releases of Liens, must be requested with original proposal at time of order. Any Delay in payment over thirty (30) days will result in a 2% finance charge, if documentation was not requested at time of original purchase.

Sales Tax All applicable taxes payable under the laws of the state into which the property is to be delivered or installed and mentioned herein shall be added to the price quote, unless such tax is paid directly by Purchaser or shown to be included in said quote. Purchaser shall be responsible for all sales taxes due, including any changes in tax rate at time of invoicing.

Cancellation Clause This contract proposes custom made signs, and when accepted, is not subject to cancellation after signing. Seller shall not be responsible for errors or changes in plans, designs, specifications or drawings furnished by Purchaser. Seller shall be compensated for additional work performed due to such changes. Seller retains ownership of all original artwork, copyrights and products until such time as the invoices are paid current along with any interest due.

Change Orders Should the owner, or his agent, request changes affecting the scope of work detailed in this proposal, a written change order notice will be issued by the seller, detailing such change and stating any price adjustments that will be necessary. Purchaser becomes liable for any additional charges incurred per said change order. The time allowed for performance of work may also be adjusted according to amount and extent of adjustments actually allowed.

Electrical All lighted signs and EMCs are configured to use 120volt service, unless otherwise specified. All necessary electrical wiring to sign and hookup will be the responsibility of the purchaser, per the specs shown in the drawings, unless noted in above contract. Any disconnection of existing electrical wiring must be performed prior to the Seller's projected installation date. Seller is not responsible for damage to the sign caused by improper voltage connected to the sign and all warranties are void for signs hooked to the wrong voltage. Underwriters Laboratory now requires a dedicated fault line. Failure of the purchaser to adhere to this requirement is dangerous and the liability of damage to the property is the responsibility of the purchaser.

Permitting Purchaser agrees to secure all necessary permits from the authorizing county or city that is required for the installation of these signs unless specified as a separate line item in the above contract. Variance processing and associated fees, also, are not included unless specified as a separate line item. Purchaser assumes all liability with regard to the same and damages caused by the sign(s) or by reason of it being on or attached to the premises.

Engineering Structural engineering calculations have not been calculated unless requested and listed as a separate line item on quote. The cost of such is not included in this proposal unless otherwise specified. Some municipalities will require changes in structures at their discretion. Because this bid is on a speculative basis, we have designed and quoted your project using standard engineering practices. Additional expenses may be incurred, after this proposal has been signed, if code enforcement officers require unique engineering that could not be foreseen. The purchaser's option is to authorize engineering fees to obtain proper stamps and approvals prior to formalizing seller prices or proposals.

Bonds / Waivers If a Performance Bond is required, an add-on charge of 4% will be assessed to the stated contract price at the time of invoicing. Waivers of subrogation can only be requested before job commences. All requests must be in writing and before quotation is finalized. A \$250 charge will be added to final invoicing for this requested item.

Installation The seller is released from liability for any damage to existing landscape plantings during performance of installation or service work unless detailed in this proposal. Additional charges may be incurred if removal or replacement of said plantings is required by the Seller's crew members when not provided for in the above proposal.

Rough grade of +/- 2 degrees and compaction of 2,000 psi minimum are to be provided by others where applicable before installation of signs. Dirt removed for footings will be spread around sign where applicable. Removal of dirt from site is not included in the cost of this proposal and will be included on final invoice at cost.

Free and clear access to installation site with lifts and installation equipment must be available. Seller assumes an 80' crane is adequate to reach applicable site with adequate lifting ability. Charges may apply for trips made to site if not ready after confirmation of readiness with supervisor.

Quoted installation charges subject to change due to unforeseeable rock, ledge, water or foundation conditions, as well as errors in brick or masonry work fabricated or subcontracted by customer without supervision by Seller, encountered upon installation. An additional cost based on our labor, plus 100% of subcontract labor and material, will be added to the above shown pricing.

Structurally engineered blocking, concrete footing, bases, j-bolts and substructure are by others unless otherwise stated in above proposal. Seller is not responsible for structural integrity of before mentioned. Seller is responsible for connection to substructure, j-bolts, bases and colored concrete only.

Seller assumes that all signage will be protected from other contractor trades after installation. Seller is not responsible for cost of repairs due to damage by others.

Purchaser assumes all liability for damages done to property or expenses incurred, as a direct result of their instruction; i.e. heavy equipment damage to paving of any type when purchaser directs seller to go forward with installation under adverse conditions and etc. Seller is not responsible for any debris left, or damage caused, onsite by other subcontractors.

Seller is not responsible for damage to sprinkler/water lines during installation, unless purchaser has sufficiently marked locations of said water lines in proximity to the proposed sign location before installation begins.

Additional Administrative Fees. The attached pricing does not include charges for completion of additional paperwork for HUD, Federal Housing, CCIP, OCIP, indemnity clauses or other documentation; i.e. hours/payroll reporting, material details, costs, and/or notarized documentation. If required to comply with regulations, an additional fee equal to 1/2-1% of the total contract amount may be incurred.

Invoicing. All signs will be invoiced at completion of fabrication (before installation) unless installation is to occur within fourteen (14) days of completion. If installation is delayed or continued after that fourteen (14) day period, install charges will be billed separately, prorated by trip.

Storage. Signs may be stored by DeNyse Companies, Inc. up to thirty (30) days after completion at no charge. Beginning at thirty-one (31) days a storage fee will be added to the contract total at no less than \$30/per month per pallet. DeNyse Signs will not be responsible for signs if storage fees have not been paid. Unless other contract or arrangements are agreed upon in writing, any sign(s) remaining after six (6) months, without receipt of storage fees, will become the property of DeNyse Companies, Inc.

Retainage. Regarding new construction, purchasing company advises intent to retain _____% of total purchase price until such time as all work described in above proposal has been completed and approved by their authorized agent.

Governing Law. It is agreed that this contract shall be construed according to the laws of the State of Georgia.

Acceptance of Proposal

The above prices, specifications, and conditions are satisfactory and are hereby accepted. The below given authorized signature shall evidence acceptance of these terms and conditions. Payment will be made to DeNyse Companies, Inc. as outlined above.

ACCEPTED BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

DENYSE

SIGNAGE &
ARCHITECTURAL
ELEMENTS

Invoice

Invoice: 223941

Sales Order: 17471

Page: 1 of 1

Date: 6/8/2020

Terms: COD

Sold To:

Villa Rica Public Library
869 Dallas Hwy
Villa Rica GA 30180
USA

Ship To:

Evert Bridges
Villa Rica Public Library
869 Dalls Hwy
Villa Rica GA 30180
USA

Sales Rep: Nicholas Shepherd

PO Number:

Ordered: 5/4/2020

Ship Via: 7) DeNyse Companies
Vehicle

Ship Date: 6/8/2020

Line	Description	Quantity	Unit Price	Ext Price
1	Installation	1.00 EA	511.50	511.50
SERVICE AGREEMENT: Client has requested the existing EMC be examined to determine if there is a viable solution to repair before they replace.				

Balance Due:

\$511.50

SignWorks Pro, Inc.

349 Spence Rd.
Carrollton, GA 30117
770-836-3117 * fax 770-836-3158
signworks4u@att.net

Proposal

Number: **6486**Date: **April 16, 2020**

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

VILLA RICA LIBRARY

PO Number	Terms	Contact	Service Rep	Project		
	30 DAY ON COMPLETION	MICHELLE CAPERS	TIM BILLINGSLEY	LED MESSAGE CENTER		
Description			Quantity	Price	Tax 1	Amount
WATCHFIRE 3' X 6' DOUBLE SIDED FULL COLOR 16MM LED MESSAGE CENTER WITH IGNITE OPERATING SOFTWARE AND 4G WIRELESS LIVE OF SIGN COMMUNICATION.			1.00	22,815.00		22,815.00
PRICE INCLUDES REMOVAL OF EXISTING UNIT AND INSTALLATION OF NEW WATCHFIRE INCLUDES 5 YEAR PARTS WARRANTY THROUGH WATCHFIRE INCLUDES 5 YEAR SERVICE WARRANTY THROUGH SIGNWORKS PRO, INC.						
Sub-Total						\$22,815.00
State Tax 7.00% on 0.00						0.00
Total						\$22,815.00

THANK YOU FOR THE OPPORTUNITY TO BID ON YOUR PROJECT !

Evette Bridges

From: Kylie Hunter <kylie@extremeimagesllc.com>
Sent: Wednesday, July 01, 2020 1:02 PM
To: Evette Bridges
Cc: Michelle Capers; Robyn Aaron; AnnaLysa Blackston; Lori Still
Subject: Villa Rica Library LED Signage- Quote

Good Afternoon!

Happy Wednesday!

Thank you for considering us for your sign needs.

I have provided two different quotes in this email. One quote is for a full-color LED reader board that you can create or upload texts, logos, and videos. The second quote is for an HD Display board which is the closest comparable board to the ones you had. It offers full graphics, you could even display a movie on these!

-FULL-COLOR LED BOARD:

2) 41" x 69" single-sided full color, PC controlled, digital LED reader boards with the wireless antennas will be \$9,292.00 each before tax for a total of \$18,584.00 before tax since you'd like the sign to be double-sided.

Removal of the existing LED boards and installation of the new ones will take about a full day which will be \$1,200.00 (non-taxed labor)

Full-Color LED Boards Total: \$18,584.00 + \$1,300.88 (tax) = \$19,884.88 + \$1,200.00 (labor) = \$21,084.88

-HD DISPLAY LED BOARD:

2) 38" x 76" single-sided HD Display, PC controlled, digital LED reader boards with the wireless antennas will be \$13,038.00 each before tax for a total of \$26,076.00 before tax since you'd like the sign to be double-sided.

Removal of the existing LED boards and installation of the new ones will take about a full day which will be \$1,200.00 (non-taxed labor)

HD Display LED Boards Total: \$26,076.00 + \$1,825.32 (tax) = \$27,901.32 + \$1,200.00 (labor) = \$29,101.32

We require a 50% down payment before we can proceed with proofing and production. Either you can come in or call us at the number listed below to make your deposit. The balance will be due at the completion of this job.

Please let us know if you have any questions or suggestions.
Thank you for the opportunity to work with you on this project.
We appreciate your business and look forward to hearing from you.

Kylie Hunter
Estimator
Extreme Images
2118 Fairburn Rd.
Douglasville, GA 30135
770-949-5860
Proverbs 31:26

Sell To

Company: Villa Rica Public Library
Contact: Evett Bridges
Phone: (770) 459-7012
Address: 869 Dallas Hwy
Villa Rica GA 30180

Ship To

Property: Villa Rica Public Library
Contact: Evett Bridges
Phone: (770) 459-7012
Address: 869 Dalls Hwy
Villa Rica GA 30180

Scope

Line #	Site	Title	Description	Qty	Price	Total
1		EMC Replacements	38" x 75" Provide replacement electronic message center for an existing double sided sign.	1	\$19,210.00	\$19,210.00
2			ESTIMATED INSTALLATION: To include load, travel, and labor to install the above proposed signage.	1	\$2,220.00	\$2,220.00
Scope Sub-Total						\$21,430.00
Additional Charges Sub Total:						\$0.00
Taxes:						\$0.00
Grand Total:						\$21,430.00

Proposal Notes

Proposed turn time for this project:

02 weeks . Final Design

10 weeks . Production

02 weeks . Install

Please Note: This proposed schedule is good for (7) days and begins when deposit is received and the proposal and design set have been signed and returned.

Sell To:	Villa Rica Public Library	Scope Summary	
Ship To:	Villa Rica Public Library	Scope Sub Total:	\$21,430.00
Proposal Number:	52405	Additional Charges Sub Total:	\$0.00
Revision Number:	0	Taxes:	\$0.00
Date:	5/14/2020	Grand Total:	\$21,430.00

All material is guaranteed to be as specified, and the above to be in accordance with the drawings and or specifications submitted for the work described, and completed in a workmanlike manner.

Note: The attached proposal is submitted and priced based upon normal production time and does not include an allowance for overtime pay. If portions of the job or the entire job require overtime to meet customer's accelerated completion schedule, post signing date, additional charges may be incurred. This proposal may be withdrawn if not accepted within 60 days. Work will not begin until down payment and written acceptance are received. Any alternate contracts or terms and conditions may alter pricing and void this quote.

Any alteration or deviation from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate to be paid by the purchaser. In the event of a breach of contract by purchaser, Seller will be entitled to attorney's fees in a court proceeding. All agreements are contingent upon strikes, accidents or delays beyond our control. Workers Compensation and public liability insurance on above work to be taken out by Seller. Once signs are installed, Purchaser is responsible for all insurance (fire, tornado, etc.). DeNyse Companies, Inc. will not carry any insurance on signage after installation is effected.

Covid-19 Notifications Due to the current COVID-19 pandemic certain materials needed to make signs have been in short supply. Some products have been delayed in manufacturing supply chains due to plants shutting down. While we will do our best to work thru the sourcing process, we cannot anticipate all supply chain delays. We will continue to keep customers informed of any foreseeable delays as well as communicating delays when learned by our team. We will continue to work in the best interest of our clients to complete jobs as timely as possible.

Terms and Conditions

Force Majeure Notwithstanding anything to the contrary contained herein, DeNyse Companies shall not be liable for any delays or failures in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, acts of war or terrorism, viral outbreaks, shortage of supply, interruptions or malfunction of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties or civil unrest. Notwithstanding the foregoing, in the event of such an occurrence, DeNyse Companies agrees to make a good faith effort to perform its obligations hereunder.

Payment All jobs are contracted on a 50% deposit down, remainder due COD basis, unless credit has been extended. Our terms are Net 15 days with 2% interest applied to balances over 30 days. Corporate policy dictates filing a claim of lien if payment is not received within terms. All signs remain the property of DeNyse Companies, Inc. until such time payment is received in full. Delinquent payments will result in repossession of signs by DeNyse Companies, Inc.

All fees associated with invoicing by means of 'Construction Payment Management' software will be added to the final Invoice. No administration or "CPM" fees have been added to this proposal.

Credit Payment terms may be extended once a credit application has been submitted and approved for first time customers and existing customers who have not done business with DeNyse Companies, Inc. within the last 24 months. Payment by customers who do not qualify for the extended terms will be cash on delivery basis. Visa, MasterCard and American Express also accepted as payment (additional fee may apply). All new customers must also supply a current Form W-9 to DeNyse Companies, Inc. before credit terms can be applied.

Utility Locate, Removal of Site Indication & Posted Documents DeNyse Companies, Inc. performs normal and customary call before you dig services on all installs that are adjacent to public property. We do not call for utility locate services on private property unless specifically instructed to do so and a fee is noted on the proposal to perform this service. Removal of utility-locate flags, sign location markers, and posted permitting documents will result in additional trip charges and/or back charges to Purchaser. We will seek reimbursement for actual fees incurred if overhead wires must be sleeved to facilitate installation. DeNyse Companies, Inc. cannot be responsible for sprinkler lines unless lines are marked by the original sprinkler system installation company. All down time associated with sprinkler repair will be billable at our normal installation rate, plus materials. If the repairs are done by a professional company, the contract for services will be between the purchaser and repair company.

Artwork Specific, existing logo artwork shall be provided by others, on disc, ready for output, unless otherwise specified. All drawings submitted to DeNyse Companies, Inc. by client are to be free of encumbrances. Any drawings submitted from third parties must include a written release of copyrights. If a release is not available, we must have a written release of liability from client in order to use others artwork.

Copyright All sign designs, sketches, drawings, proposals, specification sheets and any information given to or created for you are the sole property of DeNyse Companies, Inc. and may not be recreated, reproduced, faxed, mailed, emailed, scanned, transferred, published, used or

changed in any manner or used for securing price comparisons without the express written permission of an authorized representative of DeNyse Companies, Inc. or unless design services are paid in full. Violators will be subject to a \$15,000 fine and prosecuted to the full extent of the law.

Warranty Seller warrants non-illuminated signs against defective workmanship and materials for one (1) year from date of shipment or installation by DeNyse Companies, if installation is effected by Seller. During this period Seller agrees to repair, replace, or reimburse at no cost to the owner, any portion of our work that is defective. Please contact your project manager to schedule any repair work.

Lighted signs are warranted for one (1) year from date of shipment or installation from DeNyse Companies for parts and labor. After one (1) year, normal repair or replacement service calls are charged at their regular rate. Ballasts and/or transformers are warranted for one (1) year; materials only. Regular service call mobilization charges apply. Lighted bulbs and neon are warranted for 90 days; parts and labor.

Documentation Any documentation required by purchaser from vendor, including Certificates of Insurance and Releases of Liens, must be requested with original proposal at time of order. Any Delay in payment over thirty (30) days will result in a 2% finance charge, if documentation was not requested at time of original purchase.

Sales Tax All applicable taxes payable under the laws of the state into which the property is to be delivered or installed and mentioned herein shall be added to the price quote, unless such tax is paid directly by Purchaser or shown to be included in said quote. Purchaser shall be responsible for all sales taxes due, including any changes in tax rate at time of invoicing.

Cancellation Clause This contract proposes custom made signs, and when accepted, is not subject to cancellation after signing. Seller shall not be responsible for errors or changes in plans, designs, specifications or drawings furnished by Purchaser. Seller shall be compensated for additional work performed due to such changes. Seller retains ownership of all original artwork, copyrights and products until such time as the invoices are paid current along with any interest due.

Change Orders Should the owner, or his agent, request changes affecting the scope of work detailed in this proposal, a written change order notice will be issued by the seller, detailing such change and stating any price adjustments that will be necessary. Purchaser becomes liable for any additional charges incurred per said change order. The time allowed for performance of work may also be adjusted according to amount and extent of adjustments actually allowed.

Electrical All lighted signs and EMCs are configured to use 120volt service, unless otherwise specified. All necessary electrical wiring to sign and hookup will be the responsibility of the purchaser, per the specs shown in the drawings, unless noted in above contract. Any disconnection of existing electrical wiring must be performed prior to the Seller's projected installation date. Seller is not responsible for damage to the sign caused by improper voltage connected to the sign and all warranties are void for signs hooked to the wrong voltage. Underwriters Laboratory now requires a dedicated fault line. Failure of the purchaser to adhere to this requirement is dangerous and the liability of damage to the property is the responsibility of the purchaser.

Permitting Purchaser agrees to secure all necessary permits from the authorizing county or city that is required for the installation of these signs unless specified as a separate line item in the above contract. Variance processing and associated fees, also, are not included unless specified as a separate line item. Purchaser assumes all liability with regard to the same and damages caused by the sign(s) or by reason of it being on or attached to the premises.

Engineering Structural engineering calculations have not been calculated unless requested and listed as a separate line item on quote. The cost of such is not included in this proposal unless otherwise specified. Some municipalities will require changes in structures at their discretion. Because this bid is on a speculative basis, we have designed and quoted your project using standard engineering practices. Additional expenses may be incurred, after this proposal has been signed, if code enforcement officers require unique engineering that could not be foreseen. The purchaser's option is to authorize engineering fees to obtain proper stamps and approvals prior to formalizing seller prices or proposals.

Bonds / Waivers If a Performance Bond is required, an add-on charge of 4% will be assessed to the stated contract price at the time of invoicing. Waivers of subrogation can only be requested before job commences. All requests must be in writing and before quotation is finalized. A \$250 charge will be added to final invoicing for this requested item.

Installation The seller is released from liability for any damage to existing landscape plantings during performance of installation or service work unless detailed in this proposal. Additional charges may be incurred if removal or replacement of said plantings is required by the Seller's crew members when not provided for in the above proposal.

Rough grade of +/- 2 degrees and compaction of 2,000 psi minimum are to be provided by others where applicable before installation of signs. Dirt removed for footings will be spread around sign where applicable. Removal of dirt from site is not included in the cost of this proposal and will be included on final invoice at cost.

Free and clear access to installation site with lifts and installation equipment must be available. Seller assumes an 80' crane is adequate to reach applicable site with adequate lifting ability. Charges may apply for trips made to site if not ready after confirmation of readiness with supervisor.

Quoted installation charges subject to change due to unforeseeable rock, ledge, water or foundation conditions, as well as errors in brick or masonry work fabricated or subcontracted by customer without supervision by Seller, encountered upon installation. An additional cost based on our labor, plus 100% of subcontract labor and material, will be added to the above shown pricing.

Structurally engineered blocking, concrete footing, bases, j-bolts and substructure are by others unless otherwise stated in above proposal. Seller is not responsible for structural integrity of before mentioned. Seller is responsible for connection to substructure, j-bolts, bases and colored concrete only.

Seller assumes that all signage will be protected from other contractor trades after installation. Seller is not responsible for cost of repairs due to damage by others.

Purchaser assumes all liability for damages done to property, or expenses incurred, as a direct result of their instruction; i.e., heavy equipment damage to paving of any type when purchaser directs seller to go forward with installation under adverse conditions and etc. Seller is not responsible for any debris left, or damage caused, onsite by other subcontractors.

Seller is not responsible for damage to sprinkler/water lines during installation, unless purchaser has sufficiently marked locations of said water lines in proximity to the proposed sign location before installation begins.

Additional Administrative Fees The attached pricing does not include charges for completion of additional paperwork for HUD, Federal Housing, CCIP, OCIP, indemnity clauses or other documentation; ie., hours/payroll reporting, material details, costs, and/or notarized documentation. If required to comply with regulations, an additional fee equal to ½-1% of the total contract amount may be incurred.

Invoicing All signs will be invoiced at completion of fabrication (before installation) unless installation is to occur within fourteen (14) days of completion. If installation is delayed or continued after that fourteen (14) day period, install charges will be billed separately, prorated by trip.

Storage Signs may be stored by DeNyse Companies, Inc up to thirty (30) days after completion at no charge. Beginning at thirty-one (31) days, a storage fee will be added to the contract total at no less than \$30/per month per pallet. DeNyse Signs will not be responsible for signs if storage fees have not been paid. Unless other contract or arrangements are agreed upon in writing, any sign(s) remaining after six (6) months, without receipt of storage fees, will become the property of DeNyse Companies, Inc.

Retainage Regarding new construction, purchasing company advises intent to retain _____% of total purchase price until such time as all work described in above proposal has been completed and approved by their authorized agent.

Governing Law It is agreed that this contract shall be construed according to the laws of the State of Georgia.

Acceptance of Proposal

The above prices, specifications, and conditions are satisfactory and are hereby accepted. The below given authorized signature shall evidence acceptance of these terms and conditions. Payment will be made to DeNyse Companies, Inc. as outlined above.

ACCEPTED BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____



SIGNAGE &
ARCHITECTURAL
ELEMENTS

Invoice

Invoice: 223941

Sales Order: 17471

Page: 1 of 1

Date: 6/8/2020

Terms: COD

Sold To:

Villa Rica Public Library
869 Dallas Hwy
Villa Rica GA 30180
USA

Ship To:

Evet Bridges
Villa Rica Public Library
869 Dalls Hwy
Villa Rica GA 30180
USA

Sales Rep: Nicholas Shepherd

PO Number:

Ordered: 5/4/2020

Ship Via: 7) DeNyse Companies
Vehicle

Ship Date: 6/8/2020

Line	Description	Quantity	Unit Price	Ext Price
1	Installation SERVICE AGREEMENT: Client has requested the existing EMC be examined to determine if there is a viable solution to repair before they replace.	1.00 EA	511.50	511.50

Balance Due:

\$511.50

DENYSECO.COM

CONFIDENTIAL

1.800.941.7446

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4521 INDUSTRIAL ACCESS RD DOUGLASVILLE, GA 30134

Evette Bridges

From: Kylie Hunter <kylie@extremeimagesllc.com>
Sent: Wednesday, July 01, 2020 1:02 PM
To: Evette Bridges
Cc: Michelle Capers; Robyn Aaron; AnnaLysa Blackston; Lori Still
Subject: Villa Rica Library LED Signage- Quote

Good Afternoon!

Happy Wednesday!

Thank you for considering us for your sign needs.

I have provided two different quotes in this email. One quote is for a full-color LED reader board that you can create or upload texts, logos, and videos. The second quote is for an HD Display board which is the closest comparable board to the ones you had. It offers full graphics, you could even display a movie on these!

-FULL-COLOR LED BOARD:

2) 41" x 69" single-sided full color, PC controlled, digital LED reader boards with the wireless antennas will be \$9,292.00 each before tax for a total of \$18,584.00 before tax since you'd like the sign to be double-sided.

Removal of the existing LED boards and installation of the new ones will take about a full day which will be \$1,200.00 (non-taxed labor)

Full-Color LED Boards Total: \$18,584.00 + \$1,300.88 (tax) = \$19,884.88 + \$1,200.00 (labor) = \$21,084.88

-HD DISPLAY LED BOARD:

2) 38" x 76" single-sided HD Display, PC controlled, digital LED reader boards with the wireless antennas will be \$13,038.00 each before tax for a total of \$26,076.00 before tax since you'd like the sign to be double-sided.

Removal of the existing LED boards and installation of the new ones will take about a full day which will be \$1,200.00 (non-taxed labor)

HD Display LED Boards Total: \$26,076.00 + \$1,825.32 (tax) = \$27,901.32 + \$1,200.00 (labor) = \$29,101.32

We require a 50% down payment before we can proceed with proofing and production. Either you can come in or call us at the number listed below to make your deposit. The balance will be due at the completion of this job.

SignWorks Pro, Inc.

349 Spence Rd.
Carrollton, GA 30117
770-836-3117 * fax 770-836-3158
signworks4u@att.net

Proposal

Number: **6486**Date: **April 16, 2020**

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

VILLA RICA LIBRARY

PO Number	Terms	Contact	Service Rep	Project		
	30 DAY ON COMPLETION	MICHELLE CAPERS	TIM BILLINGSLEY	LED MESSAGE CENTER		
Description			Quantity	Price	Tax 1	Amount
WATCHFIRE 3' X 6' DOUBLE SIDED FULL COLOR 16MM LED MESSAGE CENTER WITH IGNITE OPERATING SOFTWARE AND 4G WIRELESS LIVE OF SIGN COMMUNICATION.			1.00	22,815.00		22,815.00
PRICE INCLUDES REMOVAL OF EXISTING UNIT AND INSTALLATION OF NEW WATCHFIRE INCLUDES 5 YEAR PARTS WARRANTY THROUGH WATCHFIRE INCLUDES 5 YEAR SERVICE WARRANTY THROUGH SIGNWORKS PRO, INC.						
Sub-Total						\$22,815.00
State Tax 7.00% on 0.00						0.00
Total						\$22,815.00

THANK YOU FOR THE OPPORTUNITY TO BID ON YOUR PROJECT !



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2020 Gold Rush Summer Concert Headlining entertainment-Velcro Pygmies, Friday September 11, 2020 (requested date change).

AGENDA DATE: 8/6/20

DATE PREPARED: 7/27/20

PREPARED BY: Janet Chumley

AMOUNT: \$4,000

GL ACCOUNT #: 23880

FUNDING SOURCE: 2020 approved budget

BUDGETED ITEM: Yes

PURPOSE: This item is to approve the headlining act contract/agreement with The Velcro Pygmies to headline the 2020 Gold Rush Concert on the proposed new date of Friday, September 11, 2020 from 8 pm until 10 pm at The MILL Amphitheater.

UPDATE: Due to the 2020 COVID-19 Pandemic, all of the events at The MILL Amphitheater have been cancelled through July 2020. We are moving forward with Gold Rush; however, we are requesting permission to change the date of Velcro Pygmies performance from Saturday September 12, 2020 to Friday, September 11, 2020 from 8 pm – 10 pm.

BACKGROUND: The Velcro Pygmies have played many times in Villa Rica in the past, all being successful shows. They did not play Villa Rica in 2019, and the Main Street Advisory Board recommended bringing them back for the 2020 season.

UPDATE: The deposit was issued to the band in March in the amount of \$2,000 after their performance was approved by the city council in the March 10, 2020 meeting. The remaining balance of what we owe for their actual concert performance is \$2,000. That amount would be paid day of concert; Friday September 11, 2020.

STAFF RECOMMENDATION: Staff is recommending The Velcro Pygmies be allowed to perform on the proposed new date of Friday, September 11, 2020 from 8 pm until 10 pm at The MILL Amphitheater.

IMPACT: The Velcro Pygmies are a very popular act in the West Georgia area. The goal is to bring popular entertainment to The MILL Amphitheater, as well as help to drive business to our downtown business district.

MOTION: I move to recommend The Velcro Pygmies be allowed to perform on the proposed new date of Friday, September 11, 2020 from 8 pm – 10 pm at The MILL Amphitheater.



107 Music City Circle, Suite 203, Nashville, TN 37214
615-254-7553 toll-free 1-855-554-7553 fax 615-244-4858

PERFORMANCE CONTRACT

This Contract made this date: **7/20/2020**

Between: **CITY OF VILLA RICA (Purchaser)** and **VELCRO PYGMIES (Artist)**

Purchaser so engages Crescent Moon Entertainment to contract said Artist for performance as stated by the terms and conditions set forth below:

Place of Performance: **THE MILL AMPITHEATER, 106 Temple Street, Villa Rica, GA** Phone:

Date(s) of Performance: **Friday September 11, 2020**

Hours of Performance: **8:00PM-10:00PM**

Setup to be completed by:

Total Wages Agreed Upon: **\$4,000.00 (FOUR THOUSAND AND NO/100 DOLLARS)**

+ 4 HOTEL ROOMS, ONE OF THE PET FRIENDLY.

Purchaser to pay a deposit of: **deposit (a): \$2,000.00 is due by 8/3/2020**
to CRESCENT MOON ENTERTAINMENT (federal tax ID number 62-1449253)

With balance due to artist of: **Balance of \$2,000.00 payable in cash (preferred) or check made payable to Cameron Flener and given to him immediately following the performance.**

Other Terms and Conditions:
FAMILY ORIENTED PERFORMANCE.

Artist Leader: **CAM FLENER**

Purchaser's Name: **CITY OF VILLA RICA**

Signature of Artist Leader or Manager

Signature for Purchaser

Agent: Bill Puryear
bill@cmoonent.com

Contact: Janet Chumley
jchumley@villarica.org
678-215-7488

The above signatures on this contract confirm that the parties have read and approved each and all of the additional terms and conditions set forth on the reverse side (page 2) hereof.

Deposit:	Date received	<u>4/8/2020</u>	this space for office use only
	Amount received	<u>\$2,000.00</u>	

www.cmoonent.com

Purchaser shall at all times have reasonable supervision, direction, and control over the services of Artist on this engagement. Purchaser shall be liable for any and all damage and/or injury to Artist and/or Artist's equipment caused by either Purchaser or any person(s) attending the engagement either as a guest, member, or employee of Purchaser or his/her organization, during the term of Purchaser's engagement. Crescent Moon Entertainment acts solely as an agent or consultant and assumes no liability or responsibility for the execution of the terms of this agreement.

Artist's obligations to perform are subject to detention or prevention by sickness, accident, riots, strikes, emergencies, epidemics, acts of God, any act of public authority or any other cause, similar or dissimilar, beyond Artist's control. In such case there shall be no claim for damages by either party to this contract if one of the above conditions exists. A comparable Artist may be substituted but no substitutions shall be made without the authorization of Purchaser, which authorization shall not be unreasonably withheld.

If before the date of any scheduled performance it is found that the Purchaser has not performed fully to its obligation under any other agreement with any party for another engagement or that the financial credit of Purchaser has been impaired, the Artist may cancel this agreement. In the event that the Purchaser does not perform fully all of its obligations herein, the Artist shall have the option to perform or refuse to perform there under, and in either event the Purchaser and the person signing for the Purchaser, jointly and severally shall be liable to the Artist and Agent for the compensation provided herein including reasonable attorney's fees, courts costs and legal interest related to the collection thereof.

Artist shall not be required to perform outdoors if temperature is below 50 degrees, if there is a 50% or greater chance of rain, or if high winds or standing water make performance unsafe for Artist. If any of these conditions exist and Purchaser has no suitable indoor location, Purchaser agrees to pay Artist in full. If Artist has been instructed to set up outdoors and inclement weather prevents or interrupts performance, Purchaser agrees to pay Artist in full.

Artist and Purchaser agree that Crescent Moon Entertainment has performed a valuable service to each of them and therefore agrees and guarantees to Crescent Moon Entertainment that if Artist, their leader, manager, or representative accepts employment from Purchaser for a period starting with the date this contract was made and ending thirteen (13) months from the performance date (play date) of this contract, Artist and Purchaser will negotiate any such employment through Crescent Moon Entertainment. If in the event said employment is not negotiated through Crescent Moon Entertainment as agent then it will be the responsibility of the Artist and the Purchaser, both jointly and individually, to pay Crescent Moon Entertainment the usual and normal commission from said job.

Purchaser and Artist agree that the deposit paid is non-refundable in the event of a cancellation by Purchaser, and is paid to Agent in partial consideration for its arranging the execution of this Agreement, regardless of whether the services contemplated herein are actually provided and/or completed. In the event of cancellation of performance by Purchaser, Purchaser agrees to be liable for the entire amount of this contract.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee and the signatory hereby irrevocably submit to the personal and subject matter jurisdiction of the courts of Tennessee sitting in and for the County of Davidson, for the purposes of the resolution of any dispute or claim arising out of this agreement. The parties further agree that any dispute or claim in connection with this Agreement shall be brought only in Davidson County, Tennessee.

Minimum Rider Requirements

The following constitutes the minimum acceptable requirements that Artist needs to perform.

This is not intended to replace any additional rider requirements that Artist may have provided with this contract.

- (1) Have a sturdy, level, dry stage OR a performance area (no bare ground) of at least 12' X 16' minimum dimensions for Artist's use. Larger stages or performance areas are preferred when possible.
- (2) Stage or performance area should be located as closely as possible to load-in area. If load-in requires an elevator, stairs or more than 100' distance from load-in area to stage or performance area, Purchaser will notify Artist's agent in advance so preparations can be made.
- (3) Electricity: Supply 3 to 4, separate 20 amp power circuits of 110 volts AC, within 25 feet of stage or performance area.
- (4) When possible, provide a private and secure dressing room for Artist's use.
- (5) Provide Artist access to building at least 3 to 4 hours prior to starting time.
- (6) Although not required (unless stipulated elsewhere), food and refreshments are always welcomed and appreciated

THANK YOU!



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2020 Alcohol License Agreement with The Olive Tree for “Gold Rush Summer Concert” on Friday September 11, 2020 at The MILL Amphitheater

AGENDA DATE: 8/6/20

DATE PREPARED: 7/27/20

PREPARED BY: Janet Chumley

AMOUNT: N/A

GL ACCOUNT #: N/A

FUNDING SOURCE: None

BUDGETED ITEM? NA

PURPOSE: License agreement with the Olive Tree and the City of Villa Rica to provide the sale of beer and wine for the September 11, 2020 Gold Rush Summer Concert at The MILL Amphitheater from 7:30 pm until 10 pm.

BACKGROUND: Villa Rica Main Street has been in partnership with The Olive Tree since 2016 in providing beer and wine for all alcohol approved events at The MILL Amphitheater. The agreement continues as a 50/50 split between Villa Rica Main Street and The Olive Tree. There have been no issues or concerns in the past with any of our alcohol related events.

Unfortunately, due to the ongoing COVID-19 pandemic in our country, we had to cancel all of our Main Street events through July. Two of which, had previously been approved by the city council to sell alcohol (West Georgia Jazz Festival -April 25, 2020 and Summer Concert #1 June 13, 2020).

STAFF RECOMMENDATION: Staff recommends The Olive Tree be used for the purpose of providing beer and wine sales at the 2020 Gold Rush Summer Concert Friday, September 11, 2020 at The MILL Amphitheater from 7:30 pm until 10 pm.

IMPACT: The ability to serve beer and wine at The MILL Amphitheater for concert related events has been a standing request from individuals attending downtown focus groups and town hall meetings in recent years. It has been a great addition and proved to be a success for our events since we began allowing alcohol in 2016.

MOTION: I make a motion that we approve the license agreement with the Olive Tree to provide the sale of beer and wine for 2020 Gold Rush Summer Concert Friday, September 11, 2020 at The MILL Amphitheater from 7:30 pm until 10 pm.

License Agreement

This License Agreement ("Agreement") made this 22nd day of July 2020 by and between the Olive Tree Villa Rica, LLC (the "Caterer") and the City of Villa Rica Georgia (the "City").

WHEREAS, the City is sponsoring the Gold Rush Summer Concert to be held at The Mill Amphitheater in Historic Downtown Villa Rica on Friday September 11, 2020: 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 Gold Rush Summer Concert; 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 Gold Rush Summer Concert to be held on Friday September 11, 2020 at The Mill Amphitheater in Downtown Villa Rica, GA.

2. Caterer agrees to provide said services during the course of the Gold Rush Summer Concert during a time period to be agreed upon between Caterer and The Villa Rica Main 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 they shall possess a current catering alcoholic beverage license authorized by the City.

5. Caterer shall provide a certificate of insurance to the City upon request which will reflect that they possess 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 serviced to be provided

9. This License Agreement is conditioned upon the approval of the Gold Rush Summer Concert 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 22nd day of July 2020.

CITY OF VILLA RICA

By: _____
Gil McDougal, Mayor

OLIVE TREE VILLA RICA, LLC

By: Teresa Atsalis
Teresa Atsalis



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Proposal to hire TruGreen Commercial Services

AGENDA DATE: 8/6/20

DATE PREPARED: 7/29/20

PREPARED BY: Janet Chumley & Nic Griffin

AMOUNT: \$4,340.00

GL ACCOUNT #:

FUNDING SOURCE: Main Street, Pine Mountain Gold Museum and Building Maintenance

BUDGETED ITEM? Yes

PURPOSE: The City of Villa Rica and Villa Rica Main Street are presenting a cost proposal from TruGreen Commercial Services to have them perform yearly lawn care maintenance for the following areas:

1. The MILL Amphitheater
2. Downtown Railroad Park
3. Pine Mountain Gold Museum
4. The Gateway

BACKGROUND: At the February 26, 2019 City Council meeting the Parks, Recreation & Leisure Services Department presented to the city council a proposed change in lawn care services from TruGreen Commercial Services to Peach State Turf Care for the following areas:

1. The MILL Amphitheater
2. Downtown Railroad Park
3. Pine Mountain Gold Museum
4. Gold Dust Park
5. Fullerville Soccer Complex
6. Villa Rica Sports Complex (V-Plex)
7. Villa Rica Public Library

Since that time, the Office of Economic Development (Main Street, Tourism and Pine Mountain Gold Museum) as well as the Building Maintenance staff have experienced inconsistent and unsatisfactory service from Peach State Turf Care for The MILL Amphitheater and Pine Mountain Gold Museum as well as the Gateway (see attached pictures). Staff has reached out to different turf care companies and obtained two bids; TruGreen Commercial Services and Arbor-Nomics Turf, Inc. TruGreen offers a treatment and care plan that best fits our needs.

STAFF RECOMMENDATION: Staff recommends we engage TruGreen Commercial Services for the purpose of providing yearly lawn care maintenance for The MILL Amphitheater, Downtown Railroad Park, Pine Mountain Gold Museum and the Gateway.

IMPACT: To upgrade the care and upkeep of the grounds for areas of special interest.

MOTION: I move that we approve the proposed agreement with TruGreen Commercial Services for the purpose of providing yearly lawn care maintenance for The MILL Amphitheater, the train park, Pine Mountain Gold Museum and the Gateway.



Jason Roberts
8145 Troon Circle
Suite H
Austell, Georgia 30168
United States
4047905543

Customer Information

Bill To:

City of Villa Rica
106 Temple St.
Villa Rica, GA 30180
USA
(470) 725-2701

Service Location:

Amphitheater
106 Temple Street
Villa Rica, GA 30180
USA

Detail of Charges

Service Location	Line Item Description	Round #	Round Description*	Total Price
Amphitheater	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$80.00
Amphitheater	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$80.00
Amphitheater	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$80.00
Amphitheater	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$80.00
Amphitheater	Lawn Service	6	Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$80.00
Amphitheater	Lawn Service	7	Late Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$80.00
Amphitheater	Lawn Service	8	Late Fall/Early Winter - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$80.00
Amphitheater	Spring Aeration	10		\$160.00
Amphitheater	Fire Ant Control	10		\$200.00
Hwy 61 Plant Beds	Ornamental Bed Weed Control	3	Non selective weed control	\$230.00
Hwy 61 Plant Beds	Ornamental Bed Weed Control	6	Non selective weed control	\$230.00
Hwy 61 Plant Beds	Ornamental Bed Weed Control	9	Non selective weed control	\$230.00
Hwy 61 Plant Beds	Spring Fertilization	2	Root Zone Fertilization	\$150.00
Hwy 61 Plant Beds	Insect & Disease Control Service	4	Reinforces Disease Suppression and attacks new insects (selective)	\$150.00
Hwy 61 Plant Beds	Tree & Shrub Fertilizer	7	Root Zone Fertilization	\$150.00
Pine Mountain Museum	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$80.00
Pine Mountain Museum	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$80.00
Pine Mountain Museum	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$80.00

Pine Mountain Museum	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$80.00
Pine Mountain Museum	Lawn Service	6	Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$80.00
Pine Mountain Museum	Lawn Service	7	Late Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$80.00
Pine Mountain Museum	Lawn Service	8	Late Fall/Early Winter - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$80.00
Pine Mountain Museum	Vegetation Control	6	Non selective weed control	\$90.00
Pine Mountain Museum	Vegetation Control	9	Non selective weed control	\$90.00
Pine Mountain Museum	Fall Aeration and Seeding	10		\$316.00
Railroad Park	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$136.00
Railroad Park	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$136.00
Railroad Park	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$136.00
Railroad Park	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$136.00
Railroad Park	Lawn Service	6	Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$136.00
Railroad Park	Lawn Service	7	Late Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$136.00
Railroad Park	Lawn Service	8	Late Fall/Early Winter - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$136.00
Railroad Park	Spring Aeration	10		\$272.00

Subtotal	\$4,340.00
Total Sales Tax Amount	\$0.00
Grand Total	\$4,340.00

Standard Terms and Conditions

1. **Term.** The term of this Agreement shall one (1) year from the date signed by you, the Customer.
2. **Price increases.** Prices of services provided in this agreement may be increased should you add property under this agreement, or in the event of increases in the cost of fuel, material, or labor, or costs incurred by TruGreen due to government regulation and other causes. In addition, TruGreen may elect to increase the price of services under this agreement after the first year, or after any subsequent anniversary date of the agreement by a percentage amount not to exceed five percent (5%) of the then current price, or consistent with any increase in the current consumer price index, whichever is greater. TruGreen shall not increase its prices on an elective basis more frequently than once during any agreement year.
3. **Payment Terms.** Payment is due to TruGreen within 30 days after the invoice date. In the event you fail to make payment when due, TruGreen reserves the right to terminate this Agreement. A late service fee equal to the lesser of 15% per month (18% a.p.r.) or the maximum interest rate allowed by law will be charged on any balance unpaid over thirty (30) days. A service charge of \$25.00 will be charged for any returned check. Should it become necessary to bring an action to collect amounts due under this agreement, you agree to pay all costs of such collection including, but not limited to, any reasonable attorney's fees or other professional fees and court costs.
4. **Check processing policy ACH.** When you provide a check as payment, you authorize TruGreen either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. If TruGreen uses information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Returns: in the event that your payment is returned unpaid, you authorize us the option to collect a fee as allowed by law through an electronic fund transfer from your account.
5. **Termination.** In the case of your non-payment or default, TruGreen has the right to terminate this Agreement immediately upon notice to you. TruGreen may terminate this Agreement for convenience upon thirty (30) days prior written notice to you. You may cancel this Agreement for material breach by TruGreen, provided that you give TruGreen written notice of the details of the breach, and thereafter TruGreen fails to cure the breach within thirty (30) days after said notice. (a). **Additional termination provisions for landscape companies, property management companies, agents and other similar entities:** To the extent you represent one or more property owners and/or properties covered under this agreement, and in the event such owner terminates your contract with regard to one or more properties, then upon notice to TruGreen, you may terminate this Agreement only as it relates to such property for which owner terminated its contract with you. To the extent that this Agreement applies to other properties, not terminated by the owner, this Agreement shall continue in full force and effect with regard to such other properties.
6. **Sale of Property.** You agree to notify TruGreen in writing immediately in the event that you sell any property which is the subject of this Agreement. TruGreen shall make the appropriate adjustment in price to accommodate the reduction of square footage treated in the event that property is sold. In the event all property which is the subject of the Agreement is sold, this Agreement shall be terminated upon receipt by TruGreen of your written notice that you have sold the property. Should you fail to notify TruGreen as required in this provision, you agree to indemnify TruGreen for any damages incurred as a result of your failure to notify.
7. **LIABILITY.** TRUGREEN IS RESPONSIBLE FOR DIRECT DAMAGES RESULTING FROM ITS NEGLIGENCE OR BREACH OF THIS AGREEMENT. BUT IS NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES ARISING OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY OBLIGATIONS UNDER THE AGREEMENT INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, REGARDLESS OF THE BASIS FOR THE CLAIM.
8. **Duty to inspect.** You have a duty to inspect the property within fifteen (15) days after service has been performed by TruGreen. If you believe TruGreen provided deficient work, you agree to notify TruGreen immediately in writing. If written notice is not received by TruGreen within fifteen (15) days after the date of service, you agree that any and all claims alleging damage of any nature or to recover past payments and/or rights to withhold future payments due under this Agreement are waived.
9. **Notice to tenants, employees, invitees.** To the extent necessary, you have a duty to notify all tenants, employees, visitors and any other invitee on the premises of a scheduled service prior to the performance of any scheduled service by TruGreen.
10. **No Warranties.** Except as expressly set forth in this Agreement, TruGreen makes no warranty or representation of any kind, expressed or implied, concerning either products used or services performed, including no implied warranty of merchantability or fitness of the product for any particular purpose, and no such warranty shall be implied by law, usage of trade, course of performance, course of dealing, or on any other basis.
11. **Force majeure.** Except for the payment of TruGreen's invoices owed by you, if either TruGreen or you shall be prevented or delayed in the performance of any or all of the provisions of this Agreement, by reason of any labor dispute, industry disturbance, delay in transportation, governmental regulatory or legal action, act of God or any cause beyond such part's control, the obligations hereunder of such party shall be extended for as long as such cause shall be in effect and any delay or loss suffered by the other party shall not be chargeable in any way to such party; provided, however, the other party suffering such cause shall immediately notify the other party of such inability and shall use reasonable efforts to remedy same with all reasonable dispatch. If any event of force majeure should prevent a party from performing its obligations under this Agreement for a period of ninety consecutive (90) days, the other party shall have the right to cancel this Agreement upon notice to the party unable to perform its obligations.
12. **No assignment.** You shall not have the right to assign this Agreement or agree to the transfer of this Agreement by operation of law or otherwise without the prior written consent of TruGreen. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and to any permitted successors and assigns.
13. **Watering, Cultural Practices.** The success of this program depends on proper watering, mowing and cultural practices. Some products used by TruGreen may include label directions requiring the watering of the material after application. If any of these products are used on the property, TruGreen will provide you with watering instructions following the application and you agree to assume such watering responsibility. Climate conditions, soil conditions, plant diseases, plant material, and miscellaneous external factors will impact response to treatment. Results for difficult-to-control diseases will vary depending on environment, culture and agronomic programs used or treatment applied. Treatment for diseases may include additional cost. Consult your TruGreen specialist for details.
14. **Modification of program.** This program consists of lawn care and/or tree and shrub care as indicated above. Specific products, rates of application and method of application will vary with the season, weather conditions, and the needs of your lawn as determined by your TruGreen specialist. Your regularly scheduled programs may be modified depending on the weather and the condition of your landscape. The application methods and procedures used to perform service under this Agreement will be determined solely by TruGreen. Your TruGreen specialist will keep you informed on any modifications to this schedule.
15. **Insects and Borers.** Total insect elimination is not desirable with any program because beneficial insects will be lost along with the targeted pests. Plants invaded by borers have a high probability of death or decline. Sound cultural practices and control applications may extend the life of some plant species. Treatment for boring insects may include additional cost. Consult your TruGreen specialist with details.
16. **Authorization to provide Service.** TruGreen agrees to furnish labor and materials for purposes of this Agreement and is authorized by you to treat the property at the address shown above. You represent and warrant to TruGreen that you are the owner of said property, or in the event that you are not the owner of the property to which this Agreement applies, you represent and warrant that you have the legal authority to execute and bind the owner of the property to the terms and conditions of this Agreement.
17. **MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association (AAA), under the AAA Commercial or Consumer, as applicable. Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."
18. **CLASS ACTION WAIVER.** Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.
- THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.
19. Unless expressly noted otherwise herein, this Agreement and any invoice issued by TruGreen pursuant to the terms hereof, set forth the entire understanding of the parties, and supersede any and all proposals, negotiations, representations and prior agreements relating to the subject matter of this Agreement, written or otherwise, including, without limitation any sales agreement previously executed by the parties. To the extent that any terms set forth in an invoice should conflict with the terms set forth in this Agreement, this Agreement shall control. No terms, conditions, or warranties other than those stated herein or in any invoice issued by TruGreen, and no agreements or understanding, oral or written, in any way purporting to modify these conditions shall be binding on the parties hereto unless hereafter made in writing and signed by authorized representatives of both parties.
20. This customer service Agreement is only valid if accepted by you within 30 days of the date submitted to customer.

By: _____ Date: _____
REPRESENTATIVE/GENERAL MANAGER

Print Name: _____ Date: _____
AUTHORIZED AGENT/CUSTOMER

Customer Signature: _____ Date: _____
AUTHORIZED AGENT/CUSTOMER



OFFICIAL LAWN CARE PROVIDER

July 29, 2020

Greetings Janet.

Per our meeting, here are my observations and recommended services for the locations we discussed.

Observations & Recommendations

- The MILL Amphitheater – What we observed together is a good stand of turf that just needs attention to detail. There were some thinning areas as a result of using a non-selective herbicide on weeds in the turf, as well as some fire ant mounds. Annual aeration will help with the thinning areas, and an annual fire ant treatment will cover you for a full 12 months.

Recommended services – Turf weed control/fertilization program, aeration, fire ant treatment.

- Downtown Railroad Park – This has a good stand of turf as well. Due to frequent foot traffic, this park would benefit from an aeration as well.

Recommended services – Turf weed control/fertilization and annual aeration

- Pine Mountain Museum – There is a variety of grass types growing up by the road, with centipede being the dominant grass. There was an over-seeding of cool season grass in the shadiest areas by the museum building, which would be best given the shade conditions. Until the parking lot island is converted to either a shrub bed or new turf, vegetation control can keep the former grass from growing through the mulch.

Recommended services – Treat the grass by the road as centipede with a turf weed control/fertilization program, aerate & seed the area by the museum building with fescue, and do vegetation control on the parking lot island

- Gateway Shrub Beds – The person who picked the plant material for these beds did a great job. Villa Rica will be able to enjoy an attractive display with minimal maintenance effort. Once the bed has been established for a few years, watering shouldn't even be necessary except in cases of extreme heat and/or drought. Issues you may encounter include Japanese beetles around June of each year, black spots on the roses, and potentially aphids on the crape myrtles until they get some height on them.

Recommended services – bed weed control 3 times a year, a rootzone fertilization in spring and fall, and one insect control treatment during Japanese beetle season.



OFFICIAL LAWN CARE PROVIDER

Costs

- The MILL Amphitheater –
Lawn Program - \$560.00/year, \$80.00/application (7 applications per year)
Aeration - \$160.00, performed 1 time each year
Fire Ant - \$200.00, performed 1 time each year, 12-month guarantee
Total Annual Cost - \$920.00
- Downtown Railroad Park –
Lawn Program - \$952.00/year, \$136.00/application (7 applications)
Aeration - \$272.00, performed 1 time each year
Total Annual Cost - \$1,224.00
- Pine Mountain Museum –
Lawn Program - \$560.00/year, \$80.00/application (7 applications for roadside & museum)
Vegetation Control - \$180.00/year, \$90.00/application (2 applications per year)
Aeration & Seeding - \$316.00, performed each fall
Total Annual Cost - \$1,056.00
- Gateway Shrub Beds –
Bed Weed Control - \$690.00/year, \$230.00/application (3 applications per year)
Shrub Fertilization/Insect Control - \$450.00/year, \$150.00/application (3/year)
Total Annual Cost - \$1,140.00

Total Annual Cost, all sites - \$4,340.00

Please feel free to reach out with any questions or concerns. Thank you.

J.R. Roberts | Business Development
TruGreen Commercial Services
8145 Troon Circle | Austell, GA 30168
1910 Brannan Road | McDonough, GA 30253
404-790-5543 Cell
jasonroberts@trugreenmail.com
<https://www.trugreen.com/commercial/home>

Peach State Turf Care

Quote for Treatment: Villa Rica Parks and Rec
Submitted: February 14, 2019

About Us

Peach State Turf Care, Inc. is a family owned and operated business and has been the number one turf care company in northwest Georgia since 2009. We have years of experience in weed control, fertilizer, tree and shrub care, core aeration, and more; making us well rounded and the go-to source for lawn service. Our goal when treating turf is to provide each lawn with superior, personalized service. We understand that every lawn is different and unique. We make sure that our technicians are well trained and are knowledgeable about all aspects of turf care maintenance to ensure that each lawn gets the attention that it deserves.

Our Proposal

To treat and maintain the turf at the following **Villa Rica Parks** with weed control and fertilizer based on our seven step program.

- Mill Amphitheater- 106 Temple Street, Villa Rica, GA 30180
- Downtown Railroad Park- Main Street, Villa Rica, GA 30180
- Fullerville Soccer Complex- 121 Ball Park Road, Villa Rica, GA 30180
- Gold Dust Park- 646 Industrial Blvd, Villa Rica, GA 30180
- Library – 869 Dallas Highway Villa Rica, GA 30180
- Pine Mountain Gold Museum- 1881 Stockmar Road, Villa Rica, GA 30180
- Villa Rica Sports Complex- 2200 Carrollton Villa Rica Highway, Villa Rica, GA 30180

If you have any questions, please feel free to ask. We look forward to working with you.

Thank you,

Ken Wilborn
General Manager
Peach State Turf Care, Inc.
1063 Beulah Church Road
Carrollton, GA 30117
Office: (770) 851-2449
Cell: (706) 424-8347
ken@peachstateturfcare.com

References

City of Carrollton Parks & Rec - Kent Johnson
P.O. Box 532, Carrollton GA 30112
(770) 296-5436

Bremen City Schools - Russell Cooper
501 Pacific Avenue, Bremen GA 30110
russell.cooper@bremencs.com
(770) 557-4963

Carrollton City Schools - Craig George
201 Trojan Drive, Carrollton GA 30117
craig.george@carrolltoncityschools.net
(678) 873-8592

Landscapers

Adams Turf Care – Bob Adams
5441 South Lake Drive, Douglasville, GA 30135
mporter@premierassociationmanagement.com
(770) 942-0750

Archstone, Inc. – Brian McLeod
1245 Stripling Chapel Road, Carrollton, GA 30116
Archstone@archstoneinc.com
(678) 796-2008

Muse Landscaping – Jeff Muse
482 Old Muse Road, Carrollton, GA 30116
muselandscaping@yahoo.com
(770) 900-9735

Pro-Cut Properties – Chris Dunson
740 Kingsbridge Road, Carrollton, GA 30117
ap@procutproperties.com
(770) 214-0707

Notable Properties Serviced

Tanner Health Systems, Carrollton, GA
Sandhill Elementary School, Carrollton, GA
Bowdon High School Ball Fields, Bowdon, GA
Roopville Elementary School, Roopville, GA
Temple Middle School, Temple GA
Ranburne High School Ball Fields, Ranburn, AL
Woodland High School Ball Fields, Woodland, AL

Quote for Treatment: Villa Rica Parks and Rec

Applications: We do seven applications per year; roughly every six to eight weeks apart. Each round will be as follows:

- **Early Spring:** Fertilizer to promote root development, a pre-emergent weed control to prevent crabgrass and other spring weeds from germinating, and a post-emergent weed control for existing weeds.
- **Spring:** Fertilizer to promote healthy spring green-up and to provide necessary nutrients to prepare for the summer months ahead. A pre-emergent weed control to prevent crabgrass and other spring weeds from germinating and a post-emergent weed control for existing weeds.
- **Early Summer:** Slow release balanced fertilizer with iron to maintain the turf's health and color as the summer heat approaches and a post-emergent weed control for existing weeds.
- **Summer:** Slow-release, balanced fertilizer with iron applied to turf to retain the turf's health and color during the heat of the summer. A post-emergent weed control for existing weeds.
- **Late summer:** Slow-release balanced fertilizer to help in the recovery from the summer stress. Post-emergent weed control for existing weeds.
- **Fall:** Fertilizer to thicken and prepare the turf for the winter months ahead. Pre-emergent weed control applied to prevent fall and winter weeds from germinating and a post-emergent weed control for existing weeds.
- **Winter:** Winterizing fertilizer to promote root development and food storage for the turf's survival through the winter months. Pre-emergent weed control applied to maintain the barrier in the soil to keep winter weeds from germinating and post-emergent weed control.

Price: There will be no additional fees unless an unforeseeable and unpreventable act requires additional resources. This will first be discussed in detail before any final decisions are made. Below you will see the price breakdown per location and treatment along with the total for the year.

Location	Price per Treatment	Price per Year
Mill Amphitheater	\$78.00 per treatment	\$546.00 per year
Downtown Railroad Park	\$78.00 per treatment	\$546.00 per year
Fullerville Soccer Complex	\$450.00 per treatment	\$3,150.00 per year
Gold Dust Park	\$530.00 per treatment	\$3,710.00 per year
Library	\$50.00 per treatment	\$350.00 per year
Pine Mountain Gold Museum	\$60.00 per treatment	\$420.00 per year
Villa Rica Sports Complex	\$1,610.00 per treatment	\$11,270.00 per year
All	\$2,856.00 per treatment	\$19,992.00 per treatment



ARBOR-NOMICS® TURF, INC.

More than treatments, we apply knowledge.®

651 Langford Drive NW, Norcross, GA 30071

CONTACT INFORMATION

Client's Name & Address

City of Villa Rica, Hwy 61 x Hwy 78,
Villa Rica 30180

Representative's Name & Office Location

Ward Frost
1092 West Atlanta St SE Building 1100,
Marietta, GA 30060

Client's Phone Number

Client's Email

Representative's Phone Number

Representative's Email

(770) 365-7349

ward@arbor-nomics.com

Gate ☐

Pet ☐

Irrigation
System ☐

Pet Fence ☐

LAWN ANALYSIS

Grass Type

Sq ft

Front Yard

28,000

Active Diseases ☐ Y ☒ N Grassy Weeds ☒ Y ☐ N Broadleaf Weeds ☒ Y ☐ N

Back Yard

Active Diseases ☐ Y ☒ N Grassy Weeds ☒ Y ☐ N Broadleaf Weeds ☐ Y ☒ N

Total Sq ft

28,000

PROGRAM CHOICE

	Price		Treatments		Cost
Silver		X	7	=	\$0.00
Silver Plus Credit card required	\$0.00	X	12	=	\$0.00
Gold	\$195.00	X	7	=	\$1,365.00
Gold Plus Credit card required	\$113.75	X	12	=	\$1,365.00
Platinum Credit card required	\$113.75	X	12	=	\$1,365.00

ORNAMENTAL TREES & SHRUBS

Price		Treatments		Cost
\$195.00	X	7	=	\$1,365.00

ADDITIONAL COMMENTS

PRICES LISTED FOR ORNAMENTAL TREE AND SHRUB BEDS AT HWY 61X78. WEED CONTROL PRICE FOR THE PINESTRAW AREA IS LISTED AS ORNAMENTAL BED TREATMENT. PROGRAM PRICES LISTED ABOVE IN SERVICE PLAN ARE VOID. ORNAMENTAL TREE AND SHRUB SERVICE PRICE IS VALID.

Soil Testing is recommended to improve results with any corrective treatments needed.

Ward Frost 5 / 21 /2020. Free Service calls Provided. No contract required

OPTIONAL SERVICES

	Price		Treatments		Cost
Spring Core Aeration		X	1	=	\$0.00
Fall Core Aeration & Overseeding		X	1	=	\$0.00
Fire Ant 12-Month Control		X	1	=	\$0.00
Soil Test	\$35.00	X	1	=	\$35.00
Grub Control		X	2	=	\$0.00
Outdoor Pest Control		X	4	=	\$0.00
Mosquito Treatment		X	8	=	\$0.00
Lawn Fungicide Warm		X	3	=	\$0.00
Lawn Fungicide Cool		X	2	=	\$0.00
Ornamental Bed Treatment	\$1,200.00	X	3	=	\$3,600.00
Grassy Weed Control Treatment		X	3	=	\$0.00
Army Worm Control		X	1	=	\$0.00
Other		X	3	=	\$0.00



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More than treatments, we apply knowledge.®

651 Langford Drive NW, Norcross, GA 30071

CONTACT INFORMATION

Client's Name & Address

City of Villa Rica, Nic Griffin, 106 Temple Street
Villa Rica GA 30180

Representative's Name & Office Location

Ward Frost
1092 West Atlanta St SE Building 1100,
Marietta, GA 30060

Client's Phone Number

Client's Email

Representative's Phone Number

(770) 365-7349

Representative's Email

ward@arbor-nomics.com

Gate ☐

Pet ☐

Irrigation System ☒

Pet Fence ☐

LAWN ANALYSIS

Grass Type

Sq ft

Front Yard

BERMUDA

27,500

Active Diseases ☐ Y ☒ N Grassy Weeds ☒ Y ☐ N Broadleaf Weeds ☒ Y ☐ N

Back Yard

Active Diseases ☐ Y ☒ N Grassy Weeds ☒ Y ☐ N Broadleaf Weeds ☒ Y ☐ N

Total Sq ft 27,500

PROGRAM CHOICE

	Price		Treatments		Cost
Silver	\$150.00	X	7	=	\$1,050.00
Silver Plus Credit card required	\$322.92	X	12	=	\$3,875.00
Gold	\$229.00	X	7	=	\$1,603.00
Gold Plus Credit card required	\$369.00	X	12	=	\$4,428.00
Platinum Credit card required	\$460.25	X	12	=	\$5,523.00

ORNAMENTAL TREES & SHRUBS

Price

Treatments

Cost

\$79.00

X

7

=

\$553.00

ADDITIONAL COMMENTS

PRICES LISTED FOR ALL BERMUDA TURFGRASS AREAS AT AMPHETHEATER CENTER AND BERMUDA IN FRONT OF PARKING LOT BEHIND AND ALL LANDSCAPE PLANT AREAS.

Turfgrass areas have need for improvement in growth and color. Soil testing is recommended. Chemical burn there should recover with new growth this season.

Sedge grasses will require multiple treatment s to control without damaging the bermuda grass. Dallis grass is not controlled with selective herbicide and needs to be removed or killed with round up.

Ward Frost 5 / 15 /2020. Free Service calls Provided. No contract required

OPTIONAL SERVICES

	Price		Treatments		Cost
Spring Core Aeration	\$550.00	X	1	=	\$550.00
Fall Core Aeration & Overseeding		X	1	=	\$0.00
Fire Ant 12-Month Control	\$550.00	X	1	=	\$550.00
Soil Test	\$35.00	X	1	=	\$35.00
Grub Control	\$420.00	X	2	=	\$840.00
Outdoor Pest Control		X	4	=	\$0.00
Mosquito Treatment	\$109.99	X	8	=	\$879.92
Lawn Fungicide Warm	\$420.00	X	3	=	\$1,260.00
Lawn Fungicide Cool		X	2	=	\$0.00
Ornamental Bed Treatment	\$200.00	X	3	=	\$600.00
Grassy Weed Control Treatment	\$150.00	X	3	=	\$450.00
Army Worm Control	\$275.00	X	1	=	\$275.00
Other Sedge cntrl	\$150.00	X	3	=	\$450.00



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651 Langford Drive NW, Norcross, GA 30071

CONTACT INFORMATION

Client's Name & Address

City of Villa Rica, Railroad Park 101 Mainstreet
Villa Rica 30180

Representative's Name & Office Location

Ward Frost
1092 West Atlanta St SE Building 1100,
Marietta, GA 30060

Client's Phone Number

Client's Email

Representative's Phone Number

(770) 365-7349

Representative's Email

ward@arbor-nomics.com

Gate ☐

Pet ☐

Irrigation
System ☐

Pet Fence ☐

LAWN ANALYSIS

Grass Type

Sq ft

Front Yard

BERMUDA

28,000

Active Diseases ☐ Y ☒ N Grassy Weeds ☒ Y ☐ N Broadleaf Weeds ☒ Y ☐ N

Back Yard

Active Diseases ☐ Y ☒ N Grassy Weeds ☒ Y ☐ N Broadleaf Weeds ☐ Y ☒ N

Total Sq ft 28,000

PROGRAM CHOICE

	Price		Treatments		Cost
Silver	\$140.00	X	7	=	\$980.00
Silver Plus Credit card required	\$326.67	X	12	=	\$3,920.00
Gold	\$179.00	X	7	=	\$1,253.00
Gold Plus Credit card required	\$349.42	X	12	=	\$4,193.00
Platinum Credit card required	\$442.75	X	12	=	\$5,313.00

ORNAMENTAL TREES & SHRUBS

Price		Treatments		Cost
\$39.00	X	7	=	\$273.00

ADDITIONAL COMMENTS

PRICES LISTED FOR ALL BERMUDA LAWN & LANDSCAPE PLANT AREAS. WE CAN IMPROVE THE GROWTH AND COLOR AND CONTROL WEEDS. DALLIS GRASS CLUMPS HERE WILL NEED TO BE REMOVED OR KILLED WITHROUND UP(THAT WILL DAMAGE THE BERMUDA GRASS) OUR SILVER PLAN WILL IMPROVE THE TURF HEALTH AND CONTROL THE WEEDS. THE PLUS PLAN ADDS FNGICIDES AND INSECT CONTROL. WEED CONTROL FOR THE MULCH AREAS IS LISTED AS ORNAMENTAL BED TREATMENT. Soil Testing is recommended to improve results with any corrective treatments needed.

Ward Frost 5 / 21 /2020. Free Service calls Provided. No contract required

OPTIONAL SERVICES

	Price		Treatments		Cost
Spring Core Aeration	\$560.00	X	1	=	\$560.00
Fall Core Aeration & Overseeding		X	1	=	\$0.00
Fire Ant 12-Month Control	\$560.00	X	1	=	\$560.00
Soil Test	\$35.00	X	1	=	\$35.00
Grub Control	\$280.00	X	2	=	\$560.00
Outdoor Pest Control		X	4	=	\$0.00
Mosquito Treatment		X	8	=	\$0.00
Lawn Fungicide Warm	\$420.00	X	3	=	\$1,260.00
Lawn Fungicide Cool		X	2	=	\$0.00
Ornamental Bed Treatment	\$180.00	X	3	=	\$540.00
Grassy Weed Control Treatment	\$280.00	X	3	=	\$840.00
Army Worm Control	\$280.00	X	1	=	\$280.00
Other Nutsedge	\$50.00	X	3	=	\$150.00









ARBOR-NOMICS® TURF, INC.

More than treatments, we apply knowledge.®

651 Langford Drive NW, Norcross, GA 30071

CONTACT INFORMATION

Client's Name & Address

Pine Mountain at Stockmar Park, 1881 Stockmar Road,
Villa Rica 30180

Representative's Name & Office Location

Ward Frost
1092 West Atlanta St SE Building 1100,
Marietta, GA 30060

Client's Phone Number

Client's Email

Representative's Phone Number

Representative's Email

(770) 365-7349

ward@arbor-nomics.com

Gate ☐

Pet ☐

Irrigation
System ☐

Pet Fence ☐

LAWN ANALYSIS

Grass Type

Sq ft

Front Yard

BERMUDA

2,250

Active Diseases ☐ Y ☒ N Grassy Weeds ☐ Y ☒ N Broadleaf Weeds ☐ Y ☒ N

Back Yard

BERMUDA/FESCUE

12,250

Active Diseases ☐ Y ☒ N Grassy Weeds ☐ Y ☒ N Broadleaf Weeds ☐ Y ☒ N

Total Sq ft

14,500

PROGRAM CHOICE

	Price		Treatments		Cost
Silver	\$80.00	X	7	=	\$560.00
Silver Plus Credit card required	\$192.92	X	12	=	\$2,315.00
Gold	\$119.00	X	7	=	\$833.00
Gold Plus Credit card required	\$215.67	X	12	=	\$2,588.00
Platinum Credit card required	\$269.00	X	12	=	\$3,228.00

ORNAMENTAL TREES & SHRUBS

Price		Treatments		Cost
\$39.00	X	7	=	\$273.00

ADDITIONAL COMMENTS

PRICES LISTED FOR ALL BERMUDA AND potential Fescue LAWN & LANDSCAPE PLANT AREAS. WE CAN IMPROVE THE GROWTH AND COLOR AND CONTROL WEEDS. FESCUE COULD BE PLANTED IN AREA WHERE RYE GRASS WAS PLANTED. GRASS AT PARK SIGN IS WEED GRASS AND IS NOT IN TURFGRASS PLAN. OUR SILVER PLAN WILL IMPROVE THE TURF HEALTH AND CONTROL THE WEEDS. THE PLUS PLAN ADDS FUNGICIDES AND INSECT CONTROL. THE CENTER PARKING LOT ISLE WEEDS CAN BE CONTROLLED WITH ORNAMENTAL BED TREATMENT. Soil Testing is recommended to improve results with any corrective treatments needed.

Ward Frost 5 / 21 /2020. Free Service calls Provided. No contract required

OPTIONAL SERVICES

	Price		Treatments		Cost
Spring Core Aeration	\$150.00	X	1	=	\$150.00
Fall Core Aeration & Overseeding	\$350.00	X	1	=	\$350.00
Fire Ant 12-Month Control	\$140.00	X	1	=	\$140.00
Soil Test	\$35.00	X	1	=	\$35.00
Grub Control	\$145.00	X	2	=	\$290.00
Outdoor Pest Control	\$69.99	X	4	=	\$279.96
Mosquito Treatment	\$69.99	X	8	=	\$559.92
Lawn Fungicide Warm	\$225.00	X	3	=	\$675.00
Lawn Fungicide Cool	\$105.00	X	2	=	\$210.00
Ornamental Bed Treatment	\$180.00	X	3	=	\$540.00
Grassy Weed Control Treatment	\$145.00	X	3	=	\$435.00
Army Worm Control	\$145.00	X	1	=	\$145.00
Other		X	3	=	\$0.00











Special Event Permit Application

City of Villa Rica



RECEIVED
7/28/2020

[Signature]

Special Event Title: Back the Blue/Get INVESTED
Company: Stix Billiards & Sports Grille
Company Address: 660 W. Bankhead Hwy. VR, GA. 30180 (To be held @ the mill)
Phone: 770-456-1616 Fax: _____
Location/Site Master: Monica Webb
Cell: 678-429-7258 Email: monica webb 777 @ icloud.com
Location/Site Master: _____
Cell: _____ Email: _____

Type of Project:

☐ Fair	☐ Tour
☐ Grand Opening Celebration	☐ Race
☐ Parade	☐ March
☐ Rally	☐ Assembly
☐ Festival	☒ Concert
☐ Holiday Celebration	☐ Bicycle/Run
☐ Block Party	☐ Other: <u>non-profit</u>

Description of Project: Fund raiser concert / concession food
October Fest style Beer & wine License # 6987

Location(s) of Project: The mill in VR

☒ Commercial Location ☐ Residential Location ☒ City Park ☐ Other

Please Note: If your Special Event occurs at a residential location and contains any of the two listed items below, a meeting with the City Manager is required a minimum of one week in advance before your application can be accepted and processed.

- 1) Full and/or Partial Lane and Street Closures
- 2) Requested Variances to any City of Villa Rica Ordinance

Contact Name to schedule the meeting: Monica Webb

Phone Number: 678-429-7258

Email: monica webb 777 @ icloud.com

Names of Attendees to attend the meeting: _____

List any Alteration of Vegetation or Building Modifications that could remain permanent after completion of the project:

Number of Tents: _____ Square Footage of Each Tent: _____
List Tent Locations: _____

Will Portable Restrooms (Porta Potties) be utilized? _____ Yes X No

If yes, please list placement and locations:

SPECIAL EVENT PREP:

Dates: From: Oct 2nd To: Oct 2nd
Hours: From: 8 am am/pm To: ~~0000~~ 6 pm am/pm
Dates: From: _____ To: _____
Hours: From: _____ am/pm To: _____ am/pm
Dates: From: _____ To: _____
Hours: From: _____ am/pm To: _____ am/pm

Describe preparation activity: stage setup / Banners Hung /
tables & chairs set up / concession set up

SPECIAL EVENT:

Dates: From: Oct 3rd To: Oct. 3rd
Hours: From: 7:30 pm am/pm To: 10:30 pm am/pm
Dates: From: _____ To: _____
Hours: From: _____ am/pm To: _____ am/pm
Dates: From: _____ To: _____
Hours: From: _____ am/pm To: _____ am/pm

Describe Special Event Activity:

Concert / Fundraiser "Get inVESTed"
"Back The Blue"

CLEAN-UP/CLOSE OUT:

Dates: From: Oct 3rd To: Oct 4th
Hours: From: 10:30 pm am/pm To: 12:00 - 2:ish am/pm
Dates: From: _____ To: _____
Hours: From: _____ am/pm To: _____ am/pm
Dates: From: _____ To: _____
Hours: From: _____ am/pm To: _____ am/pm

Describe clean-up/close out activity: Take all stage and Fundraiser
equipment away / clean up like it never happened.

****Please Note:** The following three items must be provided when applicable:

- 1) Site Plan – Showing Special Event Location
- 2) Proof of Permission from Property Owner for use of the Special Event Location
- 3) Notification of Neighbors and Businesses affected by Special Event Location

Uses: (Please check applicable)

☐ Street Closure ☐ Lane Closure ☐ Other: _____

If any of the above are checked, please give a detailed description, including dates and times:

Services Required: (Please check applicable)

☒ City Police ☒ City Parks ☐ Fire Department
☐ Sanitation ☐ Transportation ☐ Other: _____

**City of Villa Rica shall be utilized if available

If any of the above are checked, please give a detailed description:

Hired Police officers / "The mill" city park

Elements and Special Effects or Stunts: (Please check applicable)

☐ Generator(s) ☒ Special Lighting/Lighting Cranes
☒ Music Playback ☐ Smoke/Fire/Pyro
☐ Vehicles ☐ Animals
☐ Other: _____

If any of the above are checked, please give a detailed description:

concert Lighting / nothing too extravagant
music will be played in between sets.
(Pre-selected age friendly)

Please list any Special Requests not already covered: _____

Please Note:

*The City reserves the right to deny any Special Event that is not within the best interests of the City and its Residents.

**No Event Permit shall be issued more than once per quarter at any one residential location and shall be of no more than 14 consecutive days in duration, unless otherwise previously requested and approved by the City Manager.

Hold Harmless Agreement

The applicant agrees to indemnify the City of Villa Rica and to be solely and absolutely liable upon any and all claims, suites and judgements against the City and/or the applicant for personal injuries and property damages arising out of or occurring during the activities of the applicant, his/her (its) employees or otherwise. The applicant further agrees to comply with all pertinent provisions of Georgia laws, rules and regulations. This permit may be revoked at any time.

Monte Welch
Applicant Signature

7 / 28 / 20
Date

Permit Fee: \$100.00 per day

\$500.00 Sanitation Bond required if event occurs in a City Owned Park or Facility

For additional information, contact the Community Development Department at 770-459-7000.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Special event permit Styx Bar & Grill for Saturday, October 3, 2020
AGENDA DATE: 7/30/2020

DATE PREPARED: 8/6/2020
PREPARED BY: Janet Chumley

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

PURPOSE: Special event permit for Styx Bar and Grill with the City of Villa Rica to provide the sale of beer and wine at the Villa Rica Police Department “Back the Blue/Get InVESTed” fundraising concert to be held Saturday, October 3, 2020 from 7:30 pm until 10:30 pm at The MILL Amphitheater.

BACKGROUND: This special event permit is for a fundraising concert for the Villa Rica Police Department in an effort to raise money for active shooter response vests; external plate carriers.

STAFF RECOMMENDATION: Staff recommends that Styx Bar & Grill be approved for the purpose of beer and wine sales at the Villa Rica Police Department “Back the Blue/Get InVESTed” fundraising concert to be held Saturday, October 3, 2020 from 7:30 pm until 10:30 pm at The MILL Amphitheater.

IMPACT: Beer and wine will be able to be served during the Villa Rica Police Department fundraising concert as the money raised from this event will help go towards purchasing active shooter response vests; external plate carriers.

MOTION: I move to recommend the approval of special event permit for Styx Bar and Grill to provide the sale of beer and wine at the Villa Rica Police Department “Back the Blue/Get InVESTed” fundraising concert to be held Saturday, October 3, 2020 from 7:30 pm until 10:30 pm at The MILL Amphitheater.

LEASE AGREEMENT

THIS LEASE is made as of the _____ day of _____, 2020 by and between **NORFOLK SOUTHERN RAILWAY COMPANY** a Virginia corporation (the “**Landlord**”) and **CITY OF VILLA RICA & VILLA RICA DOWNTOWN DEVELOPMENT AUTHORITY**, a Georgia government entity (the “**Tenant**”).

1. Premises; Use. For and in consideration of the agreements set forth herein, to be paid, kept and performed by Tenant, Landlord hereby leases and rents to Tenant, insofar as its right, title and interest in the Premises enables it to do so, that certain real property located at Milepost 670.06 in Villa Rica, Carroll County, Georgia, having an area of 27,400 square feet, more or less, the location and dimensions of which are substantially shown on Drawing No. 1285279 dated May 29, 2020 Exhibit “A” attached hereto (the “**Land**”), together with all improvements thereon (the “**Improvements**”). The Land and the Improvements are collectively referred to herein as the “**Premises**”. This Lease is subject to all encumbrances, easements, conditions, covenants and restrictions, whether or not of record.

The Premises shall be used for location and maintenance of sidewalk and city welcome sign and no other purpose. The Premises shall not be used for any illegal purposes, for the storage of unlicensed vehicles, nor in any manner to create any nuisance or trespass. No smoking is permitted in or about the Premises. Landlord reserves unto itself and its permittees, the permanent right to construct, maintain or replace upon, under, or over the Premises, any pipe, electrical, telecommunications, and signal lines, or any other facilities of like character now installed or hereinafter to be installed. Landlord further reserves unto itself and its permittees the right to enter upon the Premises at any and all times for the purposes of operating, maintaining, constructing or relocating any trackage or railroad facilities located on, or in the vicinity of, the Premises.

The terms and conditions of the Rider, if any, attached hereto as Exhibit “B” are incorporated herein by this reference. In the event of an inconsistency between the terms hereof and the terms of the Rider, the terms of the Rider shall prevail.

2. Term. To have and to hold for a term beginning on August 15, 2020 and continuing thereafter on a periodic basis. In addition to any termination rights that the parties may have hereunder, either party may terminate this Lease for any reason by giving the other party not less than thirty (30) days’ notice of such termination. Any such termination pursuant to the preceding sentence shall not relieve Tenant from satisfying and performing all of its obligations hereunder (including, but not limited to, the payment of rental) through the date of such termination and shall not relieve either party from performing any obligation that, pursuant to the terms of the Lease, survives the termination of the Lease.

3. Base Rental. Commencing on August 15, 2020 (the “**Rental Commencement Date**”) and thereafter on each anniversary thereof during the term of this Lease, Tenant shall pay to Landlord, without offset, abatement or demand, initial base rental of **ONE THOUSAND EIGHTY AND NO/100 DOLLARS (\$1,080.00)**. The amount of the base rental shall be increased (and not decreased) on an annual basis by the percentage of increase, if any, in the United States, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U)(1982-1984 = 100) U.S. City Average, All Items (the “**Index**”) as set forth below. If the Index has changed so that the base year differs from that used in this Paragraph, the Index shall be converted in accordance with the conversion factor published by the United States

Department of Labor, Bureau of Labor Statistics, to the 1982-84 base. If the Index is discontinued or revised during the term of this Lease, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

The “**Adjustment Date**” shall mean the first anniversary of the Rental Commencement Date and each anniversary thereof during the term of this Lease. The Index published nearest to the Rental Commencement Date shall be the “**Base Index**”. The Index published nearest to the date three (3) months prior to the then current Adjustment Date shall be the “**Adjustment Index**”. On each Adjustment Date, the base rental shall be adjusted by multiplying the base rental payable under this Lease at the Rental Commencement Date by a fraction, the numerator of which fraction is the applicable Adjustment Index and the denominator of which fraction is the Base Index. The amount so determined shall be the base rental payable under the Lease beginning on the applicable Adjustment Date and until the next Adjustment Date (if any).

Base rental shall be due in advance. Except in the event of default, base rental for any partial rental periods shall be prorated. The acceptance by Landlord of base rental shall not constitute a waiver of any of Landlord's rights or remedies under this Lease. All payments of base rental, and any additional rental payable hereunder, shall be sent to the Treasurer of Landlord at Mail Code 5629, P.O. Box 71209, Charlotte, North Carolina 28272-1209, or such other address as Landlord may designate in any invoice delivered to Tenant. Prior to or simultaneously with Tenant's execution of this Lease, Tenant has paid to Landlord (a) a non-refundable, application fee in the amount of \$500.00, and (b) the first installment of base rental due hereunder. In the event Tenant fails to pay base rental or any other payment called for under this Lease on or before the due date, Tenant shall pay a late charge equal to five percent (5%) of the unpaid amount. In addition, any sum not paid within thirty (30) days of its due date shall accrue interest thereafter until paid at the rate per annum equal to the lesser of (a) the highest interest rate permitted by applicable law; or (b) eighteen percent (18%).

4. Taxes. Commencing on the August 15, 2020 (the “Additional Rental Commencement Date”) and thereafter on each anniversary thereof during the Initial Term, in addition to but paid and included with the Base Rental amount, Tenant shall also pay to Landlord, without offset, abatement or demand, as additional rental **ONE HUNDRED TWENTY AND NO/100 DOLLARS (\$120.00)** (the “Additional Rental”). The amount of the Additional Rental is to compensate Landlord for all real estate taxes and assessments (regular or special) pertaining to the Premises, paid by Landlord with respect to the Premises. The amount of Additional Rental shall be increased to reflect any additional assessments applied to the Premises as a result of actions by Tenant (such as for taxable Improvements made to the Premises by Tenant subsequent to commencement of this Agreement).

5. Utilities. Landlord shall have no obligation to provide light, water, heat, air conditioning or any other utilities or services to the Premises. Tenant shall place any and all utility and service related bills in its name and shall timely pay the same, along with all assessments or other governmental fees or charges pertaining to the Premises, including without limitation those related to stormwater. If Tenant does not pay same, Landlord may (but shall not be obligated to) pay the same, including any and all late fees and penalties, and such payment shall be added to and treated as additional rental of the Premises.

6. Maintenance and Repairs. Tenant, at its sole cost, shall keep and maintain all of the Premises (including, but not limited to, all structural and non-structural components thereof and all systems) in good order and repair (including replacements) and shall keep the Premises free of pests and rodents. Tenant hereby waives (a) any rights at law or in equity to require Landlord to perform any repair, replacement or

maintenance to the Premises, and (b) any right to abate rental or terminate this Lease due to the failure by Landlord to perform any repairs, replacements or maintenance. Tenant shall not create any lien, charge or encumbrance upon the Premises, and Tenant shall promptly remove or bond over any such lien, charge or encumbrance.

7. Modifications and Alterations to the Premises. Tenant shall make no modifications, alterations or improvements to the Premises without the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. Any modifications or alterations consented to by Landlord shall be completed in a good, workmanlike and lien-free manner, in accordance with all applicable laws, codes, regulations and ordinances and by contractors approved by Landlord. Tenant may remove any moveable equipment or trade fixtures owned by Tenant during the term of this Lease, provided that any damage caused by such removal shall be repaired by Tenant in a manner acceptable to Landlord.

8. Return of Premises. At the expiration or prior termination of this Lease, Tenant shall remove all of its moveable equipment and trade fixtures and repair any or all alterations made to the Premises. Upon Landlord's request, Tenant shall promptly and with due care remove any or all of the improvements located on the Premises. Tenant shall immediately repair, in a manner acceptable to Landlord, any damage arising out of any such removal or repair. Tenant shall also return the Premises, including the subsurface, in as good order and condition as said Premises may have been prior to the use and occupation thereof by Tenant, normal wear and tear excepted, and free from holes, obstructions, debris, wastes, or contamination of any kind. Tenant agrees that any improvements not removed from the Premises that are owned by Tenant may be deemed the property of Landlord at Landlord's option. Failure to comply with this Paragraph 8 will constitute holding over by Tenant.

If Tenant fails to restore the Premises, including removal of the improvements, as provided herein prior to the date Tenant is required to vacate the Premises or as otherwise requested by Landlord, then Landlord may, at Landlord's option, but at the sole cost and expense of Tenant, remove or arrange to remove all such property, improvements, obstructions, debris, waste, and contamination, and restore or arrange to restore both the surface and the subsurface of the Premises to as good order and condition as said Premises may have been prior to the use and occupation thereof by Tenant. Promptly upon bill rendered by Landlord, Tenant shall pay to Landlord the total cost of such removal and restoration, including, but not limited to, the cost of cleaning up and removing any contaminated soil or water.

9. Destruction of or Damage to Premises. If all or substantially all of the Premises are destroyed by storm, fire, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. In the event of such termination, rental shall be prorated and paid up to the date of such casualty. In no event shall Tenant have any right to terminate this Lease if the casualty in question was caused or contributed to by Tenant, its agents, employees, contractors or invitees.

10. Indemnity. Except for damage caused solely by Landlord's negligence, Tenant agrees to indemnify, defend and save harmless Landlord, Landlord's parent companies, subsidiaries, affiliates, lessors, licensors, and subsidiaries of parent companies (collectively the "**Landlord Related Entities**") and Landlord's and Landlord's Related Entities' officers, directors, members, shareholders, lenders, agents and employees (collectively the "**Landlord Entities**") against all claims (including but not limited to claims for bodily injury, death or property damage), economic losses, liabilities, costs, injuries, damages, actions, mechanic's liens, losses and expenses (including but not limited to reasonable attorney's fees and costs) to whomsoever, including, but not limited to, Tenant's agents, workmen, servants or employees, or whatsoever occurring (collectively, "**Claims**") arising out of or relating to Tenant's use or occupancy of the Premises. To the fullest extent permitted by applicable laws, Tenant hereby waives and releases the

Landlord Entities from any Claims (including but not limited to Claims relating to interruptions in services) arising out of or relating in any way to the Tenant's use or occupancy of the Premises.

11. Governmental Orders. Tenant agrees, at its own expense, to comply with all laws, orders, regulations, ordinances or restrictions applicable by reason of Tenant's use or occupancy of the Premises or operation of its business.

12. Condemnation. If the Premises or such portion thereof as will make the Premises unusable for the purpose herein leased shall be condemned by any legally constituted authority for any public use or purpose, or sold under threat of condemnation, then this Lease shall terminate as of the date of such condemnation or sale, and rental shall be accounted for between Landlord and Tenant as of such date. All condemnation awards shall belong to Landlord; provided, however, and to the extent permitted under applicable law, Tenant shall be entitled to file a separate claim against the condemning authority for loss of its personal property and moving expenses so long as the filing of such claim does not affect or reduce Landlord's claim as to such awards or proceeds.

13. Assignment. Tenant may not assign this Lease or any interest thereunder or sublet the Premises in whole or in part or allow all or a portion of the Premises to be used by a third party without the prior written consent of Landlord. If Tenant is a corporation, partnership, limited liability company or other entity, the transfer of more than fifty percent (50%) of the ownership interests of Tenant or the transfer of a lesser percentage which results in a transfer of control of Tenant (WHICH INCLUDES, WITHOUT LIMITATION, TRANSACTIONS IN WHICH TENANT SELLS ITS BUSINESS, SELLS ALL OR SUBSTANTIALLY ALL OF THE ASSETS OF ITS BUSINESS OR MERGES OR CONSOLIDATES WITH ANOTHER ENTITY), whether in one transaction or a series of related transactions, shall constitute an assignment for purposes of this Lease. All requests for an assignment or sublease shall be accompanied by a copy of the proposed assignment or sublease agreement and an administrative fee in the amount of \$750.00. Any assignee shall become liable directly to Landlord for all obligations of Tenant hereunder. No such assignment or sublease nor any subsequent amendment of the Lease shall release Tenant or any guarantor of Tenant's obligations hereunder. If any such subtenant or assignee pays rental in excess of the rental due hereunder or if Tenant receives any other consideration on account of any such assignment or sublease, Tenant shall pay to Landlord, as additional rent, one-half of such excess rental or other consideration upon the receipt thereof. Any assignment or sublease made in violation of this Paragraph 13 shall be void and shall constitute a default hereunder.

14. Environmental. Tenant covenants that neither Tenant, nor any of its agents, employees, contractors or invitees shall cause or permit any aboveground or underground storage tanks or associated piping (collectively "**Tanks**") to be located on or under the Premises or any Hazardous Materials (as hereinafter defined) to be stored, handled, treated, released or brought upon or disposed of on the Premises. Tenant shall comply, at its own expense, with any and all applicable laws, ordinances, rules, regulations and requirements respecting solid waste, hazardous waste, air, water, pollution or otherwise relating to the environment or health and safety (collectively "**Environmental Laws**"). Tenant shall not under any circumstance dispose of trash, debris or wastes on the Premises and will not conduct any activities on the Premises which require a hazardous waste treatment, storage or disposal permit. As used herein, the term "**Hazardous Materials**" means asbestos, polychlorinated biphenyls, oil, gasoline or other petroleum based liquids, and any and all other materials or substances deemed hazardous or toxic or regulated by applicable laws, including but not limited to substances defined as hazardous under the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §9601 et seq., or the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq. (or any state counterpart to the foregoing statutes) or determined to present the unreasonable risk of injury to health or the environment under the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 et seq. Tenant shall indemnify,

defend and hold the Landlord Entities harmless from and against any and all claims, judgments, damages, penalties, fines, costs (including without limitation, consultant's fees, experts' fees, attorney's fees, investigation and cleanup costs and courts costs), liabilities or losses resulting from (1) the storage, handling, treatment, release, disposal, presence or use of Hazardous Materials in, on or about the Premises from and after the date of this Lease or (2) the violation by Tenant of any provision of any Environmental Laws. Without limiting the generality of the foregoing indemnity, in the event Landlord has reason to believe that the covenants set forth in this Paragraph 14 have been violated by Tenant, Landlord shall be entitled, at Tenant's sole expense, to take such actions as Landlord deems necessary in order to assess, contain, delineate and/or remediate any condition created by such violation. Any sums expended by Landlord shall be reimbursed by Tenant, as additional rental, within thirty (30) days after demand therefor by Landlord. Landlord has the right to enter the Premises at all reasonable times for purposes of inspecting the Premises in order to evaluate Tenant's compliance with the covenants of this Paragraph 14. In the event Tenant delivers or receives any notices or materials from any governmental or quasi-governmental entity and such notices or materials relate to Tanks or Hazardous Materials in, on or about the Premises, Tenant shall immediately send to Landlord a copy of such notices or materials. Tenant shall also provide Landlord with a detailed report relating to any release of a Hazardous Material in, on or about the Premises whenever such release is required to be reported to governmental authorities pursuant to the Environmental Laws. Upon the expiration or earlier termination of this Lease, Landlord shall have the right to cause to be performed such environmental studies of the Premises by an environmental consultant as are necessary to determine whether any Hazardous Materials have been stored, handled, treated, released, brought upon or disposed of on the Premises during the term of this Lease in violation of the terms hereof. If any such study reveals any violation of this Lease, Tenant shall promptly reimburse Landlord for the costs of such studies and Tenant shall immediately undertake a further investigation, if necessary, and remediation of such contamination. Landlord may undertake such investigation and remediation if Tenant fails to do so within a reasonable time frame, in which case Tenant shall promptly reimburse Landlord for the cost of same within thirty (30) days after demand therefore by Landlord. The obligations of this Paragraph 13 shall survive the expiration or earlier termination of this Lease.

15. Default; Remedies. In the event (i) any payment of rental or other sum due hereunder is not paid within ten (10) days after the due date thereof; (ii) the Premises shall be deserted or vacated; (iii) Tenant shall fail to comply with any term, provision, condition or covenant of this Lease, other than an obligation requiring the payment of rental or other sums hereunder, and shall not cure such failure within twenty (20) days after notice to the Tenant of such failure to comply; (iv) Tenant shall attempt to violate or violate Paragraph 13 above; or (v) Tenant or any guarantor shall file a petition under any applicable federal or state bankruptcy or insolvency law or have any involuntary petition filed thereunder against it, then Landlord, in addition to any remedy available at law or in equity, shall have the option to do any one or more of the following:

- (a) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord. Tenant agrees to indemnify the Landlord Entities for all loss, damage and expense which Landlord may suffer by reason of such termination.
- (b) Without terminating this Lease, terminate Tenant's right of possession, whereupon rental shall continue to accrue and be owed by Tenant hereunder. Thereafter, at Landlord's option, Landlord may enter upon and relet all or a portion of the Premises (or relet the Premises together with any additional space) for a term longer or shorter than the remaining term hereunder and otherwise on terms satisfactory to Landlord. Tenant shall be liable to Landlord for the deficiency, if any, between Tenant's rental hereunder and all net sums received by Landlord on account of such reletting (after deducting all costs incurred by Landlord in connection with any such reletting,

including without limitation, tenant improvement costs, brokerage commissions and attorney's fees).

(c) Pursue a dispossessory, eviction or other similar action against Tenant, in which event Tenant shall remain liable for all amounts owed hereunder, including amounts accruing hereunder from and after the date that a writ of possession is issued.

(d) Perform any unperformed obligation of Tenant, including, but not limited to, cleaning up any trash, debris or property remaining in or about the Premises upon the expiration or earlier termination of this Lease. Any sums expended by Landlord shall be repaid by Tenant, as additional rent, within ten (10) days after demand therefor by Landlord.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedies available at law or in equity. Tenant agrees to pay all costs and expenses, including, but not limited to, reasonable attorney's fees and consultant's fees, incurred by Landlord in connection with enforcing the performance of any of the provisions of this Lease, whether suit is actually filed or not. Acceptance of rental or any other sums paid by Tenant shall not constitute the waiver by Landlord of any of the terms of this Lease or any default by Tenant hereunder. Landlord shall not be required to mitigate damages, and the parties intend to waive any burden that applicable law may impose on Landlord to mitigate damages; provided, however, if applicable law nevertheless requires Landlord to mitigate damages then (i) Landlord shall have no obligation to treat preferentially the Premises compared to other premises Landlord has available for leasing; (ii) Landlord shall not be obligated to expend any efforts or any monies beyond those Landlord would expend in the ordinary course of leasing space; and (iii) in evaluating a prospective reletting of the Premises, the term, rental, use and the reputation, experience and financial standing of prospective tenants are factors which Landlord may properly consider.

16. Signs; Entry by Landlord. Landlord may place "For Lease" signs upon the Premises one hundred twenty (120) days before the termination of this Lease and may place "For Sale" signs upon the Premises at any time. Landlord may enter the Premises with prior notice to Tenant at reasonable hours during the term of this Lease (a) to show the same to prospective purchasers or tenants, (b) to make repairs to Landlord's adjoining property, if any, (c) to inspect the Premises in order to evaluate Tenant's compliance with the covenants set forth in this Lease, or (d) to perform activities otherwise permitted or contemplated hereby.

17. No Estate in Land. This Lease shall create the relationship of landlord and tenant between Landlord and Tenant; Tenant's interest is not assignable by Tenant except as provided in Paragraph 13, above.

18. Holding Over. If Tenant remains in possession of the Premises after expiration of the term hereof with Landlord's written consent, Tenant shall be a month-to-month tenant upon all the same terms and conditions as contained in this Lease, except that the base rental shall become two times the then current base rental, and there shall be no renewal of this Lease by operation of law. Such month-to-month tenancy shall be terminable upon thirty (30) days written notice by either party to the other. Tenant waives any right that it may have to additional notice pursuant to applicable law. If Tenant remains in possession of the Premises after the expiration of the term hereof without Landlord's written consent, Tenant shall be a tenant at sufferance subject to immediate eviction. In such event, in addition to paying Landlord any damages resulting from such holdover, Tenant shall pay base rental at the rate of three times the then current base rental. In such circumstance, acceptance of base rental by Landlord shall not constitute consent or agreement by Landlord to Tenant's holding over and shall not waive Landlord's right to evict Tenant immediately.

19. Notices. Any notice given pursuant to this Lease shall be in writing and sent by certified mail, return receipt requested, by hand delivery or by reputable overnight courier to:

(a) Landlord: c/o Director Real Estate, Norfolk Southern Corporation, 1200 Peachtree Street, NE – 12th Floor, Atlanta, Georgia 30309-3579, or at such other address as Landlord may designate in writing to Tenant.

(b) Tenant: c/o Janet Chumley, City Of Villa Rica & Villa Rica Downtown Development Authority, 106 Temple Street Villa Rica, GA 30180, or at such other address as Tenant may designate in writing to Landlord.

Any notice sent in the manner set forth above shall be deemed delivered three (3) days after said notice is deposited in the mail if sent by certified mail (return receipt requested), or upon receipt if sent by hand delivery or reputable overnight courier. Any change of notice address by either party shall be delivered to the other party by the manner of notice required hereby.

20. Track Clearance. Notwithstanding anything contained in this Lease, and irrespective of the sole, joint, or concurring negligence of Landlord, Tenant shall assume sole responsibility for and shall indemnify, save harmless and defend the Landlord Entities from and against all claims, actions or legal proceedings arising, in whole or in part, from the conduct of Tenant's operations, or the placement of Tenant's fixtures, equipment or other property, within twenty-five feet (25') of Landlord's tracks, if any, located on or adjacent to the Premises. In this connection it is specifically understood that knowledge on the part of Landlord of a violation of the foregoing clearance requirement, whether such knowledge is actual or implied, shall not constitute a waiver and shall not relieve Tenant of its obligations to indemnify the Landlord Entities for losses and claims resulting from any such violation.

21. Brokerage. Landlord and Tenant hereby covenant and agree to indemnify and hold the other harmless from and against any and all loss, liability, damage, claim, judgment, cost and expense (including without limitation attorney's fees and litigation costs) that may be incurred or suffered by the other because of any claim for any fee, commission or similar compensation with respect to this Lease, made by any broker, agent or finder claiming by, through or under the indemnifying party, whether or not such claim is valid.

22. Tenant's Insurance. Tenant shall procure and maintain, at all times and at its expense, in a form and with an insurance company acceptable to Landlord, Commercial General Liability Insurance for the Premises. Such coverage shall (a) have a single limit of not less than \$2,000,000.00 for each occurrence (or such greater amount over time so as to be commercially reasonable) and shall provide for a deductible of not more than \$5,000.00, (b) cover Tenant's contractual liability hereunder, (c) cover Tenant and Landlord for liability arising out of work performed by any third parties for Tenant in or about the Premises, (d) name the Landlord Entities as additional insureds, and (e) be considered primary and noncontributory, regardless of any insurance carried by Landlord. Any property insurance maintained by Tenant on its furniture, fixtures, equipment and personal property shall include a waiver of subrogation in favor of Landlord. Tenant shall deliver certificates of insurance evidencing the insurance required hereinabove to Landlord simultaneously with the execution of this Lease by Tenant, which certificates shall reflect that the policies shall not be canceled without at least thirty (30) days prior notice to Landlord. If Tenant fails to obtain the necessary coverages, Landlord may do so at Tenant's expense and the same shall constitute additional rental. All insurance certificates should be delivered to Landlord's Risk Management Department, Three Commercial Place, Norfolk, Virginia 23510, simultaneously with the execution of this Lease by Tenant. The minimum limits of insurance provided for hereunder are not intended to be a

limitation on the liability of Tenant hereunder and shall not waive Landlord's right to seek a full recovery from Tenant.

23. Joint and Several. If Tenant comprises more than one person, corporation, partnership or other entity, the liability hereunder of all such persons, corporations, partnerships or other entities shall be joint and several.

24. No Warranties; Entire Agreement. TENANT ACCEPTS THE PREMISES "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF QUIET ENJOYMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER IMPLIED WARRANTIES. LANDLORD SHALL NOT BE LIABLE FOR, AND TENANT HEREBY RELEASES LANDLORD FROM ALL CLAIMS FOR ECONOMIC LOSSES AND ALL OTHER DAMAGE OF ANY NATURE WHATSOEVER ACCRUING TO TENANT, INCLUDING, BUT NOT LIMITED TO THE VALUE OF ANY BUILDINGS, STRUCTURES OR IMPROVEMENTS OF TENANT UPON THE PREMISES, RESULTING FROM OR ARISING BY REASON OF ANY DEFICIENCY, INSUFFICIENCY OR FAILURE OF TITLE OF LANDLORD. THIS LEASE CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES HERETO AS TO THE PREMISES, AND NO REPRESENTATIONS, INDUCEMENTS, PROMISES OR AGREEMENTS, ORAL OR OTHERWISE, BETWEEN THE PARTIES, NOT EMBODIED HEREIN, SHALL BE OF ANY FORCE OR EFFECT.

25. Survival. The provisions of Paragraphs 7, 8, 10, 14, 18 and 21 shall survive the expiration or earlier termination of this Lease.

26. Miscellaneous. Knowledge on the part of Landlord or any employee, agent or representative of Landlord of any violation of any of the terms of this Lease by Tenant shall constitute neither negligence nor consent on the part of Landlord, and shall in no event relieve Tenant of any of the responsibilities and obligations assumed by Tenant in this Lease. All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative but not restrictive to those given by law. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. Subject to the terms of Paragraph 13 above, this Lease shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of Landlord and Tenant. If any term, covenant or condition of this Lease or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons, entities or circumstances other than those which or to which used may be held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Lease shall be valid and enforceable to the fullest extent permitted by law. Time is of the essence in this Lease. Neither party shall be bound hereunder until such time as both parties have signed this Lease. This Lease shall be governed by the laws of the State or Commonwealth in which the Premises are located.

27. Signature. The parties agree that if an authorized officer of a party fully signs this Agreement in the appropriate location(s) below and then returns that signature to the other party via electronic means with a pdf or similar scanned copy of that signature, then that scanned signature shall serve as that party's signature for the Agreement, and, upon full execution of the Agreement by all parties, shall create a legally binding Agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, effective the day and year first above written.

Witness: As to Landlord

Signature

Name: _____

Witness: As to Landlord

Signature

Name: _____

LANDLORD:

**NORFOLK SOUTHERN RAILWAY
COMPANY**

a Virginia corporation

By: _____

Name: _____

Title: _____

Date of Landlord Signature: _____

Witness: As to Tenant

Signature

Name: _____

Witness: As to Tenant

Signature

Name: _____

TENANT:

**CITY OF VILLA RICA & VILLA RICA
DOWNTOWN DEVELOPMENT AUTHORITY**

a Georgia government entity

By: _____

Name: _____

Title: _____

Date of Tenant Signature: _____

EXHIBIT A

EXHIBIT B

RIDER TO LEASE AGREEMENT BY AND BETWEEN THE NORFOLK SOUTHERN RAILWAY COMPANY, AS LANDLORD, AND CITY OF VILLA RICA & VILLA RICA DOWNTOWN DEVELOPMENT AUTHORITY, AS TENANT

This rider is attached to and made a part of the referenced Lease Agreement. In the event of an inconsistency between the terms of this Rider and the terms of the Lease agreement, the terms of this Rider shall control.

1. **Tenant-Owned Improvements.** Tenant shall have the right to use and maintain the existing Tenant-Owned sidewalk and proposed City welcome sign (the “Tenant-Owned Improvements”) located upon the Premises. Said Tenant-Owned Improvements shall not become fixtures upon the realty but shall remain the property of Tenant and shall be removed from the Premises upon termination or expiration of the Lease.

2. **Waiver of Application Fee.** The \$500.00 application fee described in paragraph 3 of this Lease is hereby waived by Landlord.

3. **Georgia Usufruct.** Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except as specifically provided in the Lease.

EXHIBIT C

SAMPLE LETTER

Date
Activity Number

UPS GROUND

Mr. John Q. Tenant
XYZ Company
12345 Main Street
Anytown, State USA

RE: Anytown, County, State – Lease dated _____ between Norfolk Southern Railway Company (“Landlord”) and XYZ Company (“Tenant”) covering real property.

Dear Mr. Tenant:

Norfolk Southern Corporation is currently conducting a review of property value and rent structure for all real estate leases for its subsidiaries (including Landlord). Review of the captioned Lease indicates the current rent is below market value. While we endeavor to keep the rent reasonable, it has become necessary to make some adjustments. Therefore, we find it necessary to amend the Lease as follows:

1. The current rent will be increased from \$_____ to \$_____, effective “date in the future” (“the Commencement Date”), payable in advance, as provided in the Lease.
2. Hereafter, on each anniversary of the Commencement Date, the rent will be changed by the same percentage change as reflected in the “Consumer Price Index for All Urban Consumers (CPI_U) (1982-1984=100) U. S. City Average, All Items: compiled by the Bureau of Labor Statistics of the United States Department of Labor (the “Index”). In no event, however, will the adjusted rent be less than the rent of the immediately preceding year.

All other terms and conditions of the Lease will remain unchanged and in full force and effect.

Landlord will regard your remaining on the property after the above Commencement Date as your acknowledgment and acceptance of the rental increase and agreement that the Lease is amended.

If you have any questions or no longer wish to lease this property, please provide written notice to this office within thirty (30) days from the date of this letter. If termination is necessary, Tenant will be required to vacate, remove any Tenant-owned improvements from the property, and otherwise act in accordance with the Lease.

We appreciate having you as a Tenant and hope you will continue to lease this property.

Sincerely,

/s/
John Q. Agent



Lease Premises
Outlined in Red



NORFOLK SOUTHERN RAILWAY COMPANY		
Real Estate Department		
Tenant:	City of Villa Rica & Villa Rica Downtown Development Authority	
GPS:	33.734211 N; -84.921663 W	
Location:	Villa Rica, Carroll County, Georgia	
Landlord:	Norfolk Southern Railway Company	
Area:	27,400 square feet	
Maps:	74/5	Milepost: 670.06
Activity No:	1285279	Exhibit "A"
Date:	5/29/2020	Not to Scale



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Google Earth



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Additional Lease Agreement between City of Villa Rica and Norfolk Southern

AGENDA DATE: 8/6/20

DATE PREPARED: 7/30/20

PREPARED BY: Janet Chumley

AMOUNT: \$1,080.00

GL ACCOUNT #: 100-6120-522310

FUNDING SOURCE: General Fund

BUDGETED ITEM: Yes

PURPOSE: This agenda item is seeking approval from Council to enter into an lease agreement with Norfolk Southern to place a downtown gateway sign at the entrance of the train park along State Highway 101. The start date for the additional agreement would begin August 15, 2020.

BACKGROUND: As proposed by the RSVP Downtown Masterplan adopted by the Council, gateway and wayfinding signs were recommended to enhance downtown corridors. The DDA has selected a firm to construct and install signage. Norfolk Southern has agreed to one gateway sign to be installed on their property.

STAFF RECOMMENDATION: Staff is recommending to approve the additional lease agreement between the City of Villa Rica, DDA board and Norfolk Southern to place a Gateway sign on Norfolk Southern Property located at the entrance of the train park along State Highway 101.

IMPACT: A key recommendation from the 2016 RSVP strategic plan will be completed.

MOTION: I move to approve the additional lease agreement between the City of Villa Rica, DDA board and Norfolk Southern to place a Gateway Sign on Norfolk Southern Property located at the entrance of the train park along State Highway 101.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Change in Payroll Provider
AGENDA DATE: 08/11/2020

DATE PREPARED: 07/30/2020
PREPARED BY: Stephanie Rooks

AMOUNT: \$56,807.16
GL ACCOUNT #: 100540521200,1001540521230
FUNDING SOURCE: General Fund
BUDGETED ITEM? Yes

PURPOSE: To present for approval the purchase of Paycom to serve as a new fully integrated Applicant Tracking, Payroll, Learning Management, Performance Management, and Human Resource Information System to further streamline HR transactional processes.

BACKGROUND:

Currently we use THREAD as our payroll and human resources information system (HRIS) provider, along with NeoGov for performance and learning management systems, at a total annual cost of \$55,183.00.

The systems that we are currently using are rather cumbersome and not easy to use from an employee perspective. We have reviewed three Applicant Tracking Payroll, HRIS, LMS and Performance Management Systems.

The systems considered were Paycom, Paylocity and NeoGov. After an in-depth demonstration from each vendor, Paylocity and NeoGov Systems were shown to be cumbersome and difficult to navigate.

After reviewing the three systems, it was determined that Paycom would be easier to use from the employee perspective with enhanced functionality for the system administrators and employees. Paycom is a fully integrated and intuitive system that combines an Applicant Tracking, HRIS, Payroll, LMS and Performance Management Systems in to one database. Reducing the likelihood of data entry errors due to the fact employees manage their personal data. Paycom allows managers to input personnel action requests which are electronically routed through electronic approval process saving time and costs associated with paper transactions. Paycom also has the capability of electronic record keeping, reducing costs associated paper filing.

STAFF RECOMMENDATION: Staff recommends Paycom for our new payroll system.

IMPACT: Streamlines HR transactional processes, provides a dashboard for employees on their smart phones, reduces overall costs and spending on HR systems.

MOTION: Make a motion to allow the City Manager to sign the service agreements with Paycom, not to exceed \$56,807.16 for the first year and \$50,307.14 for subsequent years.

	Implementation	Yearly Expense	Total First Year	Ongoing Cost (after first year)
Current System(s)				
Thread - <i>ATS, Payroll, HRIS</i>		\$ 36,300.00	\$ 36,300.00	\$ 36,300.00
NeoGov - <i>Performance and Learning</i>		\$ 18,883.00	\$ 18,883.00	\$ 18,883.00
			\$ 55,183.00	\$ 55,183.00
Proposed System				
Paycom				
<i>ATS, Payroll, HRIS, Performance and Learning</i>	\$ 6,500.00	\$ 50,307.16	\$ 56,807.16	\$ 50,307.16
Comparison				
Paylocity	\$ 3,745.00	\$ 41,100.00	\$ 44,845.00	\$ 41,100.00
<i>ATS, Payroll, HRIS, Performance and Learning</i>				
NeoGov	\$ 8,500.00	\$ 64,834.00	\$ 73,334.00	\$ 64,834.00
<i>ATS, Payroll, HRIS, Performance and Learning</i>				

Functionality						
System Administrator Experience	Applicant Expeireince	Employee Expeireince	Paperwork Reduction	Operational Control	Data Entry Error Risk	Training
B	C	D	D	B	C	
						none
D		D	D	D	D	required
A	A	A	A	A	A	On Site
C	C	D	C	D	D	Virtual
D	D	D	D	D	D	Virtual



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Emergency Replacement of #2 Influent Pump Drive at the West Plant

AGENDA DATE: August 11, 2020

DATE PREPARED: July 30, 2020

PREPARED BY: Pete Zorbanos

AMOUNT: \$ 9,802.37.00

GL ACCOUNT #: 505-4420-522220

FUNDING SOURCE: Water/Sewer Fund

BUDGETED ITEM? Yes

PURPOSE: To expedite the emergency replacement of the 100 hp #2 influent pump drive at the West Plant.

BACKGROUND: On July 13, 2020, the SCADA system indicated the #2 influent pump had a short circuit on the pump drive. When the pump was pulled out of the wet well, it appeared the mounting hook holding the motor cable had fatigued, and straightened out, allowing the motor cable to drop. It was determined that when the cable dropped it was sucked into the pump and shorted the motor and drive unit.

STAFF RECOMMENDATION Staff recommends the replacement of the #2 Influent pump drive.

IMPACT. The pump drive unit is an integral part of the proper and efficient operation of the pump and motor.

MOTION: I make a motion to approve the emergency replacement of the #2 influent pump drive at the West Plant in the amount of \$9,802.37 to PRB Electronics, Inc.

PRB ELECTRONICS, INC.
INDUSTRIAL ELECTRONIC ENGINEERING
2108 FAIRBURN ROAD SUITE E
DOUGLASVILLE, GA 30135
770.949.9426 Fax # 770.577.1164

INVOICE

DATE	INVOICE #
7/30/2020	I11365

BILL TO
CITY OF VILLA RICA ACCOUNTS PAYABLE 571 WEST BANKHEAD HWY VILLA RICA, GA 30180

SHIP TO
VILLA RICA WASTE WATER 185 BARBER INDUSTRIAL CT VILLA RICA, GA 30180 ATTN: PETE ZORBANOS

CUSTOMER PO#	TERMS	SHIPPED ON	SHIP VIA	JOB #	APPROVED ON	INV BY
PZORBANOS71...	Net 30	7/27/2020	FIELD SERVICE	R11365	13 JUL 2020	SHARON

QTY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
0.5	STRAIGHT TIME	TRAVEL TO JOB SITE - 13 JULY 2020	125.00	62.50
5	STRAIGHT TIME	FIELD SERVICE LABOR, WW WEST PLANT, INFLUENT PUMP STATION # 2 - 13 JULY 2020	125.00	625.00
0.5	STRAIGHT TIME	TRAVEL FROM JOB SITE - 13 JULY 2020	125.00	62.50
32	MILEAGE	MILEAGE TO/FROM JOB SITE - 13 JULY 2020	0.60	19.20
0.5	PREP TIME	PREPARATION TIME FOR SERVICE CALL - 14 JULY 2020	125.00	62.50
0.5	STRAIGHT TIME	TRAVEL TO JOB SITE - 14 JULY 2020	125.00	62.50
4.5	STRAIGHT TIME	FIELD SERVICE LABOR, WW WEST PLANT, INFLUENT PUMP STATION # 2 - 14 JULY 2020	125.00	562.50
0.5	STRAIGHT TIME	TRAVEL TO JOB SITE - 14 JULY 2020	125.00	62.50
32	MILEAGE	MILEAGE TO/FROM JOB SITE - 14 JULY 2020	0.60	19.20
5	STRAIGHT TIME	FIELD SERVICE LABOR, WW WEST PLANT, INFLUENT PUMP STATION # 2 - 27 JULY 2020	125.00	625.00
2.5	OVERTIME	FIELD SERVICE LABOR, WW WEST PLANT, INFLUENT PUMP STATION # 2 - 27 JULY 2020	187.50	468.75
1	STARTUP SERVICE	STARTUP SERVICE, ON THE ABOVE YASKAWA DRIVE SYSTEM	0.00	0.00
			TOTAL	

PRB ELECTRONICS, INC.
INDUSTRIAL ELECTRONIC ENGINEERING
2108 FAIRBURN ROAD SUITE E
DOUGLASVILLE, GA 30135
 770.949.9426 Fax # 770.577.1164

INVOICE

DATE	INVOICE #
7/30/2020	I11365

BILL TO
CITY OF VILLA RICA ACCOUNTS PAYABLE 571 WEST BANKHEAD HWY VILLA RICA, GA 30180

SHIP TO
VILLA RICA WASTE WATER 185 BARBER INDUSTRIAL CT VILLA RICA, GA 30180 ATTN: PETE ZORBANOS

CUSTOMER PO#	TERMS	SHIPPED ON	SHIP VIA	JOB #	APPROVED ON	INV BY
PZORBANOS71...	Net 30	7/27/2020	FIELD SERVICE	R11365	13 JUL 2020	SHARON

QTY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
		~~~~ MILEAGE AND TRAVEL TIME FOR THIS DAY BILLED ON R11354 ~~~~		
1	CIMR-PU4A0139FAA	EMERGENCY INSTALLATION OF YASKAWA P1000, 480V, 3 PH, 100HP, 139AAC, NEMA 1	6,584.82	6,584.82
1	SI-EM3D	OPTION, KIT, MODBUS TCP/IP, DUAL PORT, APQZ1000	290.40	290.40
1	KIT, DRIVE RETROFIT	INSTALL KIT, DRIVE RETROFIT (INCLUDES WIRE LUGS,HEAT SHRINK AND MISC MATERIAL FOR INSTALLATION)	295.00	295.00
			<b>TOTAL</b>	<b>\$9,802.37</b>



Agenda Item: _____

# CITY OF VILLA RICA

## City Council Meeting Agenda Item Cover Sheet

**SUBJECT:** Emergency Replacement of #2 Influent Pump at the West Plant

**AGENDA DATE:** August 11, 2020

**DATE PREPARED:** July 30, 2020

**PREPARED BY:** Pete Zorbanos

**AMOUNT:** \$ 25,865.00

**GL ACCOUNT #:** 505-4420-522220

**FUNDING SOURCE:** Water/Sewer Fund

**BUDGETED ITEM?** Yes

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**PURPOSE:** To expedite the emergency replacement of the 100 hp #2 influent pump at the West Plant.

**BACKGROUND:** On July 13, 2020, the SCADA system indicated the #2 influent pump had a short circuit on the pump drive. When the pump was pulled out of the wet well, it appeared the mounting hook holding the motor cable had fatigued, and straightened out, allowing the motor cable to drop. It was determined that when the cable dropped it was sucked into the pump and shorted the motor and drive unit.

**STAFF RECOMMENDATION** Staff recommends the replacement of the #2 Influent pump.

**IMPACT.** It is essential to have this pump operational to maintain flow to the treatment plant and prevent wet well overflows. Also, it is critical for redundancy.

**MOTION:** I make a motion to approve the emergency replacement of the #2 influent pump at the West Plant in the amount of \$25,865.00 to Goforth Williamson, Inc.



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

Ph: 770-467-0303

Fax: 770-467-0301

### Quote

ID: P214812

Date: 14-Jul-20

#### To

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

#### Quote To

SAME

Ph: 770-459-7000

Terms		Ship Via		Salesperson
Net 30 Days		Pre-Pay& ADD		JGBOS
Quantity	Description	Unit Price	Amount	
	Reference: West Plant PS PER YOUR REQUEST, WE ARE PLEASED TO QUOTE THE FOLLOWING:			
1	Line: 001 Part: 98910783 S2.40.A80.540.4.62L.C.245.G.EX Grundfos Submersible Solids Handling Pump 8" Horizontal Flanged Discharge / 3-15/16" Solids 2 Channel Cast Iron Impeller 54 hp 1770 rpm 460/3/60 Explosion Proof Motor w/ Cooling Jacket Moisture Sensor / Klixon Motor Thermal Switches 49 ft Long EMC Cord ea	\$23,890.00	\$23,890.00	
1	Line: 002 Part: SHIPPING & HANDLING CHARGES Shipping & Handling Charges In Bound Standard Ground Shipping Charges ea	\$225.00	\$225.00	



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

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Fax: 770-467-0301

### Quote

ID: P214812

Date: 14-Jul-20

#### To

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

#### Quote To

SAME

Ph: 770-459-7000

Terms		Ship Via		Salesperson
Net 30 Days		Pre-Pay& ADD		JGBOS
Quantity	Description	Unit Price	Amount	
1	Line: 003            Part: GRUNDFOS PUMP INSTALL            Villa Rica West Plant Influent            Retrofit to include:      - Removal of existing pump    - Wiring of new Grundfos pump to panel    - Check rotation of new Grundfos pump    - Install pump in wetwell with existing guide claw    - Perform draw down test of new pump    - Making station production ready    - Check out with customer upon verification of operation    - Cleaning of work area       *Pumps must be able to be taken out of service during work to be performed and main power feed ahead of control panel must be electrically disconnected.            *Extra costs may be incurred if conduit entry is cemented or permanently sealed inhibiting the scope of work.   Upon the above Scope of Work, should any additional work or additional parts not listed above be required, a revised Scope of Work and quote will be submitted. No additional work will be performed, or additional parts supplied prior to approval.	Expiration Date: 13-Aug-20            Rev:   \$1,750.00	\$1,750.00	
	PLEASE NOTE:      - Freight: FOB Origin, ground freight prepaid and charged to curbside of first location.    - Price "does not" reflect Sales Tax, Documentation, Drawings, or Special Paperwork.    - We can now accept Visa, Mastercard, American Express and Discover. Please contact us if you would like to pay via credit card. A 5% surcharge will be added to the invoice amount.    - GWI will provide 1-year warranty on workmanship and materials from the date	Total:	\$25,865.00	



Quote  
ID: P214812  
Date: 14-Jul-20

SAME

<b>Terms</b>		<b>Ship Via</b>		<b>Salesperson</b>
Net 30 Days		Pre-Pay& ADD		JGBOS
<b>Quantity</b>	<b>Description</b>	<b>Unit Price</b>		<b>Amount</b>
	of delivery  THANK YOU FOR THE OPPORTUNITY TO PROVIDE THIS QUOTE. PLEASE CALL 770-467-0303, OR YOUR SALES REP, IF YOU HAVE ANY QUESTIONS.			

PROJECT: _____	UNIT TAG: _____	QUANTITY: _____
REPRESENTATIVE: _____	TYPE OF SERVICE: _____	DATE: _____
ENGINEER: _____	SUBMITTED BY: _____	DATE: _____
CONTRACTOR: _____	APPROVED BY: _____	DATE: _____
	ORDER NO.: _____	DATE: _____

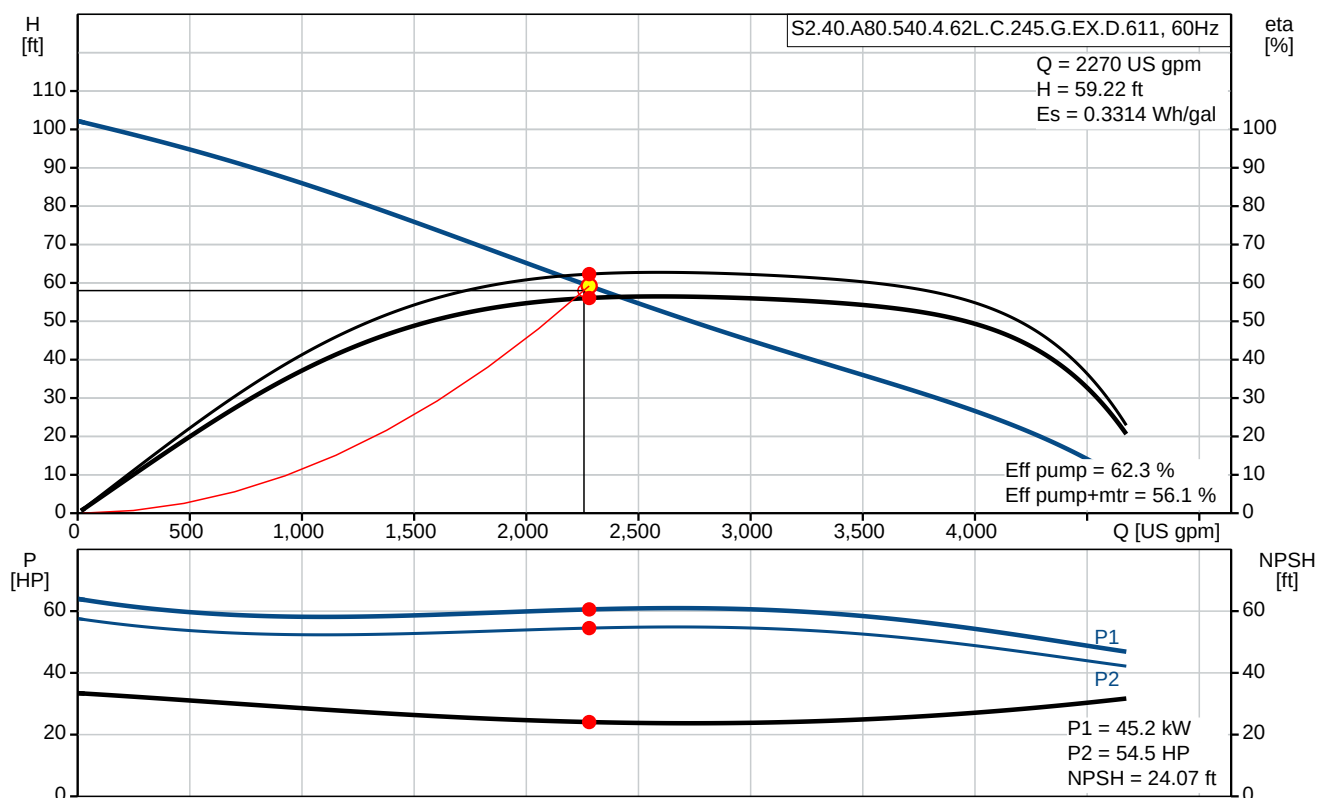
### S2.40.A80.540.4.62L.C.245.G.EX.D.611

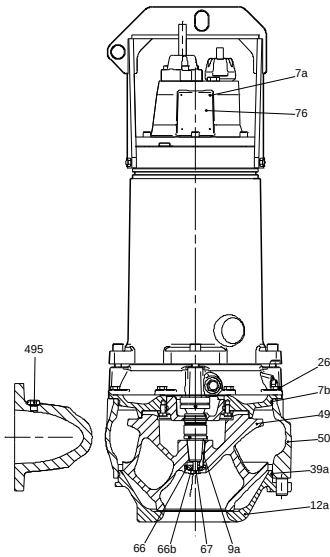
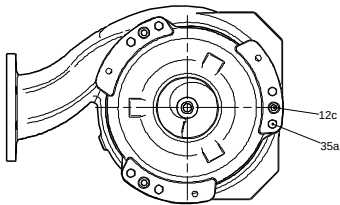
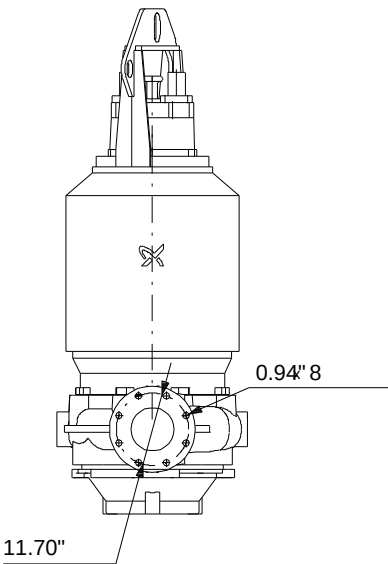
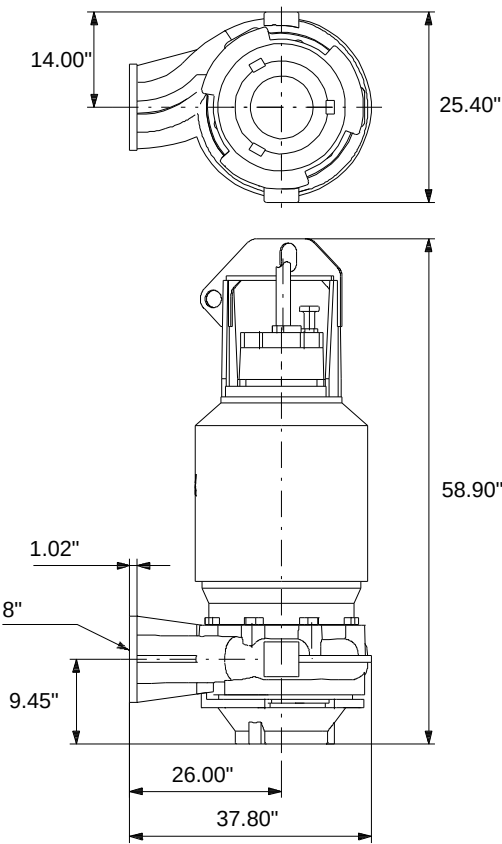
### Sewage pumps



Product photo could vary from the actual product

Conditions of Service		Pump Data		Motor Data	
Flow:	2270 US gpm	Liquid temperature range:	32 .. 104 °F	Rated voltage:	460 V
Head:	59.22 ft	Maximum ambient temperature:	104 °F	Main frequency:	60 Hz
Efficiency:	56.1 %	Approvals:	FM	Number of poles:	4
Liquid:	any viscous fluid	Product number:	97660741	Enclosure class:	IP68
Temperature:	_____			Insulation class:	H
NPSH required:	24.07 ft			Motor protection:	KLIXON
Viscosity:	_____			Motor_efficiency:	90 %
Specific Gravity:	1.000				





**Materials:**

- Pump housing: Cast iron  
EN 1561 EN-GJL-250  
AISI A48 30
- Impeller: Cast iron  
EN 1561 EN-GJL-250  
AISI A48 30
- Motor: Cast iron  
EN 1561 EN-GJL-250  
AISI A48 30



Count	Description
1	<b>S2.40.A80.540.4.62L.C.245.G.EX.D.611</b>    Product photo could vary from the actual product   Product No.: <a href="#">97660741</a>   Non-self-priming, single-stage, centrifugal pump designed for handling wastewater, process water and unscreened raw sewage.   The two-channel impeller handles solids up to 3 15/16 in in size.   A SmartTrim impeller clearance adjustment system makes it possible to maintain maximum performance throughout the lifetime of the pump.   To facilitate easy transportation as well as installation on-site, the pump is fitted with a robust lifting bracket. For installation on auto coupling, the Grundfos SmartSeal gasket system provides a leak-proof connection. Pipework connections are via a ANSI flange. The pump is explosion-proof.   <b>Further product details</b>   Typical application is transfer of liquids, such as:       - large quantities of drainage and surface water     - domestic wastewater with discharge from toilets     - wastewater from commercial buildings without discharge from toilets     - sludge-containing industrial wastewater.       The pump is ideal for the pumping of the above liquids from for instance:       - municipal network pumping stations     - public buildings     - blocks of flats     - factories/industry     - wastewater treatment plants.       <b>Pump</b>   The channel impeller is of a semi-axial design with extra long vanes. This provides maximum performance and prevents fibres and rags from getting caught in the impeller.   The bottom part of the channel impeller features specially designed auxiliary vanes which keep the impeller clean at all time. These vanes are designed to create a powerful flow that keeps the clearance between the impeller and the pump housing free from solids or fibres.   This pump is equipped with the unique SmartTrim impeller clearance adjustment system that enables easy restoring of factory-set impeller clearance. By tightening the adjustment screws on the exterior of the pump housing, peak pumping efficiency can be maintained. This can be done on site, quickly and easily, without dismantling the pump and without using special tools.   The shaft seal consists of two mechanical seals that ensure a reliable sealing between the pumped liquid and motor.       - Primary seal: silicon carbide/silicon carbide (SiC/SiC)     - Secondary seal: silicon carbide/carbon       The shaft seals have no springs or other parts in direct contact with the pumped liquid that prevents rags and fibres from getting caught. Furthermore, the shaft seals are bidirectional, meaning that they can operate in either direction thus allowing for opposite rotation caused by backflow of liquid through the pump.   The pump is equipped with heavy-duty, maintenance-free, greased-for-life bearings. The main bearings consist of double-row angular contact ball bearings whereas the support bearings are single-row deep-groove ball bearings.

Count	Description
	The pump discharge flange is mounted with the Grundfos SmartSeal auto-coupling gasket, that provides a completely leak-proof connection between the pump and the base unit of the auto-coupling system. This optimises the efficiency of the entire pumping system and keeps operating costs at a minimum.   The pump is approved and tested by Baseefa (notified body) and holds the following examination certificate:       - Baseefa 09ATEX0020X       The pump has the following explosion protection classifications:   Direct drive, 50 or 60 Hz: CE 1180 II2 G Ex bc d IIB T4   Frequency converter drive: CE 1180 II2 G Ex bc d IIB T3   Note: Explosion-proof pumps must always be fully submerged.   <b>Motor</b>   The motor is supplied with a 49.2 ft power cable with protection sleeve and a free cable end.   The pump is equipped with the following motor protection and sensors:       - Three thermal switches (Klixon) for protection against overheating, one incorporated in each motor winding.     - A moisture switch fitted in the terminal block for continuous monitoring of the motor. If moisture is detected in the stator housing, the switch will automatically cut off the power supply. Additionally, a second moisture switch is fitted in the bottom of the stator housing to detect if water penetrates through the shaft seal to the motor housing.     - A sensor fitted in the oil chamber to measure the water content in the oil. The sensor sends a signal if the water content is outside the normal range (warning), or if there is air in the oil chamber (alarm).       All sensor signals are sent via a separate sensor cable that can be connected to the Grundfos IO 113 sensor module which is delivered together with the pump.   <b>Controls:</b>   Moisture sensor: with moisture sensors   Water-in-oil sensor: with water-in-oil sensor   <b>Liquid:</b>   Pumped liquid: any viscous fluid   Liquid temperature range: 32 .. 104 °F   Density: 62.29 lb/ft³   <b>Technical:</b>   Actual calculated flow: 2270 US gpm   Resulting head of the pump: 59.22 ft   Actual impeller diameter: 9.65 in   Type of impeller: 2-CHANNEL   Maximum particle size: 3 15/16 in   Primary shaft seal: SIC-SIC   Secondary shaft seal: SIC-CARBON   Approvals on nameplate: FM   Curve tolerance: ANSI/HI11.6:2012 3B   <b>Materials:</b>   Pump housing: Cast iron EN 1561 EN-GJL-250 AISI A48 30   Impeller: Cast iron EN 1561 EN-GJL-250 AISI A48 30   Motor: Cast iron EN 1561 EN-GJL-250 AISI A48 30   <b>Installation:</b>   Maximum ambient temperature: 104 °F   Type of connection: ANSI   Size of outlet port: 8 inch



Company name:

Created by:

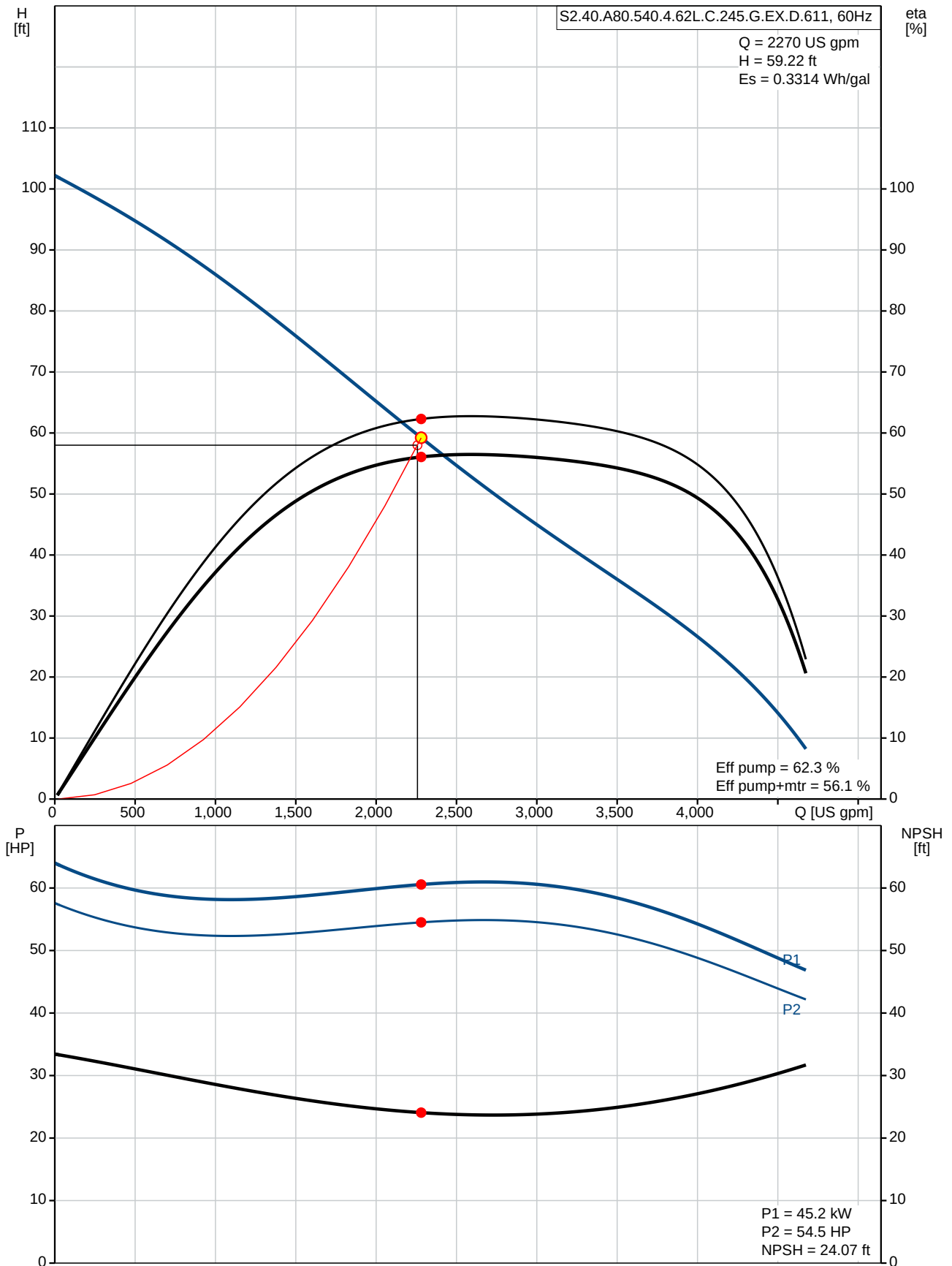
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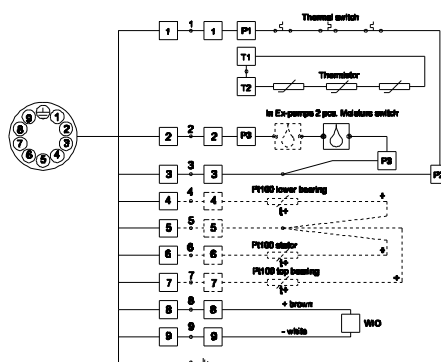
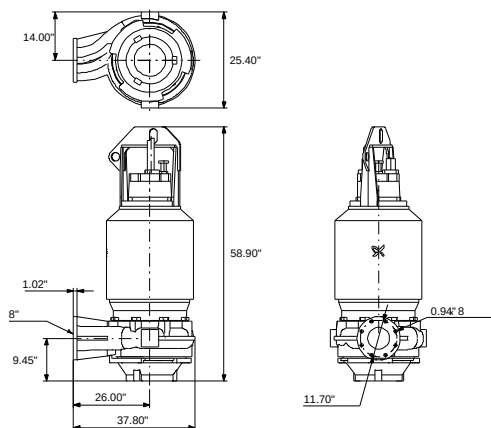
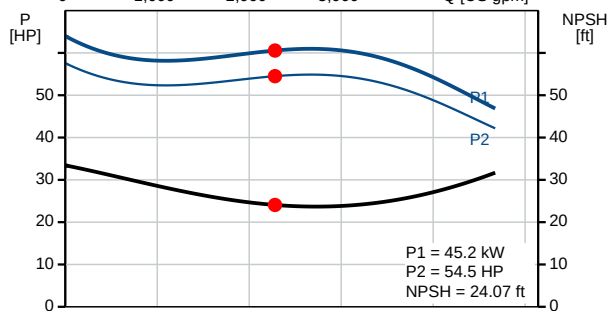
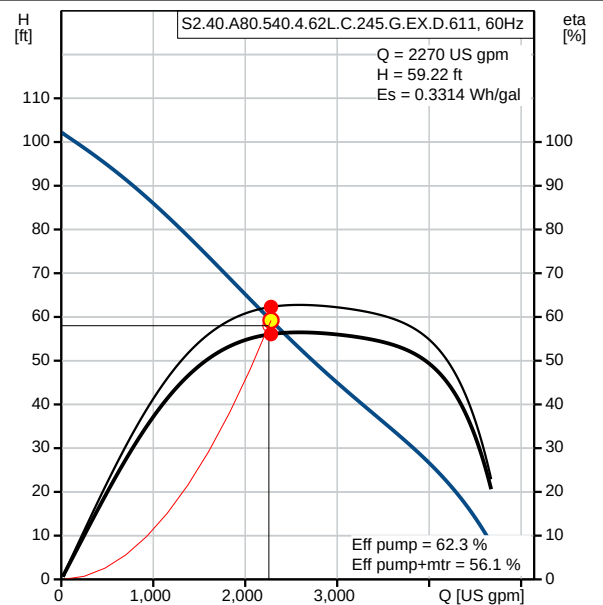
7/14/2020

Count	Description
	Maximum installation depth: 65.6 ft
	Auto-coupling: 97506541
	Frame range: 62
	<b>Electrical data:</b>
	Power input - P1: 46 kW
	Rated power - P2: 56.3 HP
	Main frequency: 60 Hz
	Rated voltage: 3 x 460 V
	Voltage tolerance: +10/-10 %
	Max starts per. hour: 15
	Rated current: 76/ A
	Maximum current consumption: 76 A
	Starting current: 571 A
	Rated current at no load: 31.4 A
	Rated speed: 1774 rpm
	Motor efficiency at full load: 90 %
	Motor efficiency at 3/4 load: 90 %
	Motor efficiency at 1/2 load: 87 %
	Number of poles: 4
	Start. method: star/delta
	Enclosure class (IEC 34-5): IP68
	Insulation class (IEC 85): H
	Explosion proof: yes
	Ex-protection standard: FM 3600, 3615 AND 3615.80
	Length of cable: 49.2 ft
	Cable type: H07RN-F AT
	Winding resistance: 0.167 Ohm
	Cos phi 1/1: 0.78
	Cos phi 1/2: 0.61
	Cos phi 3/4: 0.71
	<b>Others:</b>
	Net weight: 1540 lb
	Gross weight: 1790 lb

## 97660741 S2.40.A80.540.4.62L.C.245.G.EX.D.611 60 Hz



Description	Value
<b>General information:</b>	
Product name:	S2.40.A80.540.4.62L.C.245.G.E X.D.611
Product No.:	97660741
EAN:	5710620590861
	5710620590861
<b>Technical:</b>	
Actual calculated flow:	2270 US gpm
Max flow:	4660 US gpm
Resulting head of the pump:	59.22 ft
Head max:	100.1 ft
Actual impeller diameter:	9.65 in
Type of impeller:	2-CHANNEL
Maximum particle size:	3 15/16 in
Primary shaft seal:	SIC-SIC
Secondary shaft seal:	SIC-CARBON
Approvals on nameplate:	FM
Curve tolerance:	ANSI/HI11.6:2012 3B
<b>Materials:</b>	
Pump housing:	Cast iron
	EN 1561 EN-GJL-250
	AISI A48 30
Impeller:	Cast iron
	EN 1561 EN-GJL-250
	AISI A48 30
Motor:	Cast iron
	EN 1561 EN-GJL-250
	AISI A48 30
<b>Installation:</b>	
Maximum ambient temperature:	104 °F
Type of connection:	ANSI
Size of outlet port:	8 inch
Maximum installation depth:	65.6 ft
Installation:	C
Inst dry/wet:	D/S
Installation:	vertical
Auto-coupling:	97506541
Frame range:	62
<b>Liquid:</b>	
Pumped liquid:	any viscous fluid
Liquid temperature range:	32 .. 104 °F
Density:	62.29 lb/ft³
<b>Electrical data:</b>	
Power input - P1:	46 kW
Rated power - P2:	56.3 HP
Main frequency:	60 Hz
Rated voltage:	3 x 460 V
Voltage tolerance:	+10/-10 %
Max starts per. hour:	15
Rated current:	76/ A
Maximum current consumption:	76 A
Starting current:	571 A
Rated current at no load:	31.4 A
Rated speed:	1774 rpm
Motor efficiency at full load:	90 %
Motor efficiency at 3/4 load:	90 %
Motor efficiency at 1/2 load:	87 %
Number of poles:	4





Company name:

Created by:

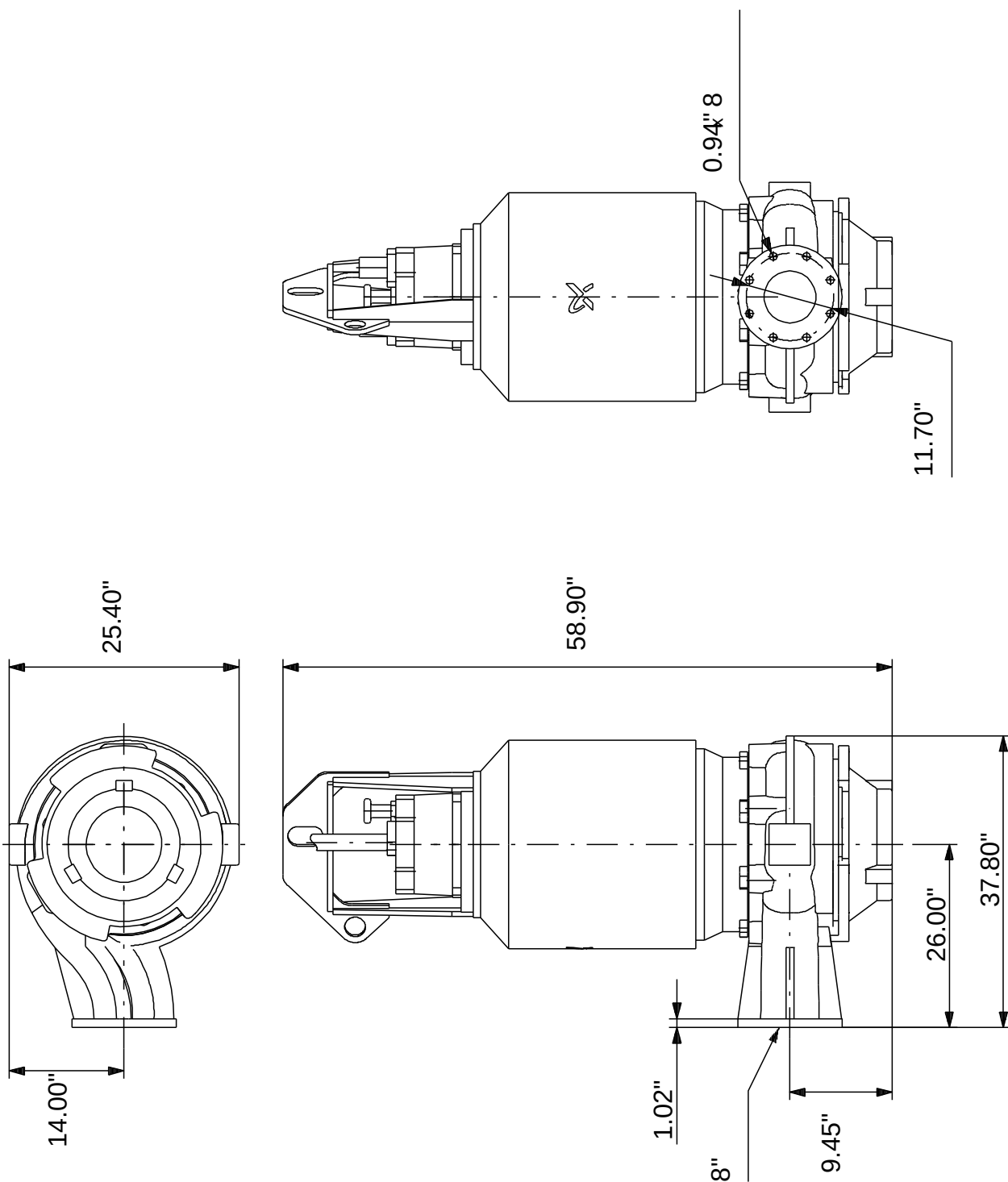
Phone:

Date:

7/14/2020

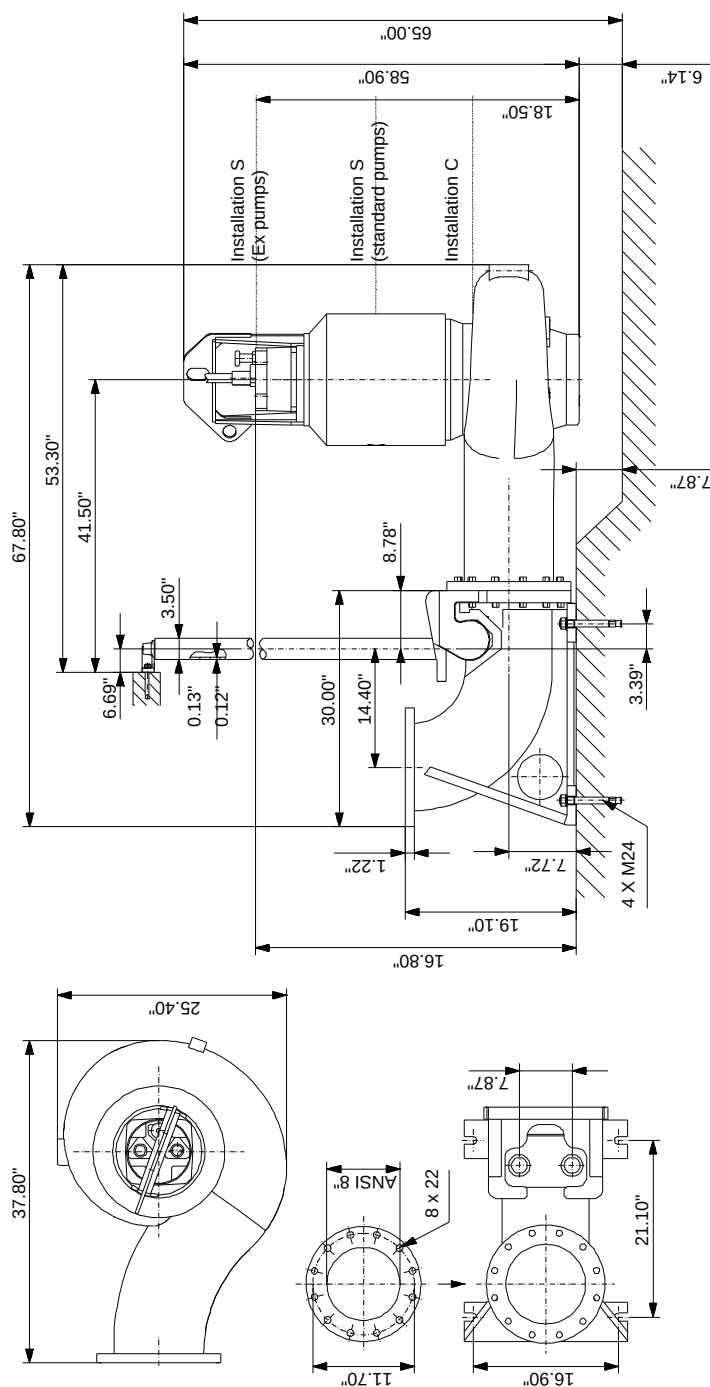
Description	Value
Start. method:	star/delta
Enclosure class (IEC 34-5):	IP68
Insulation class (IEC 85):	H
Explosion proof:	yes
Ex-protection standard:	FM 3600, 3615 AND 3615.80
Motor protection:	KLIXON
Length of cable:	49.2 ft
Cable type:	H07RN-F AT
Cable size:	2X4X10MM2+1X10X1,5MM2
Cable resistance:	1.91 mOhm/m
Winding resistance:	0.167 Ohm
Cos phi 1/1:	0.78
Cos phi 1/2:	0.61
Cos phi 3/4:	0.71
<b>Controls:</b>	
Moisture sensor:	with moisture sensors
Water-in-oil sensor:	with water-in-oil sensor
<b>Others:</b>	
Net weight:	1540 lb
Gross weight:	1790 lb
Sales region:	Namreg

**97660741 S2.40.A80.540.4.62L.C.245.G.EX.D.611 60 Hz**



Note! All units are in [in] unless otherwise stated.  
Disclaimer: This simplified dimensional drawing does not show all details.

97660741 S2.40.A80.540.4.62L.C.245.G.EX.D.611 60 Hz

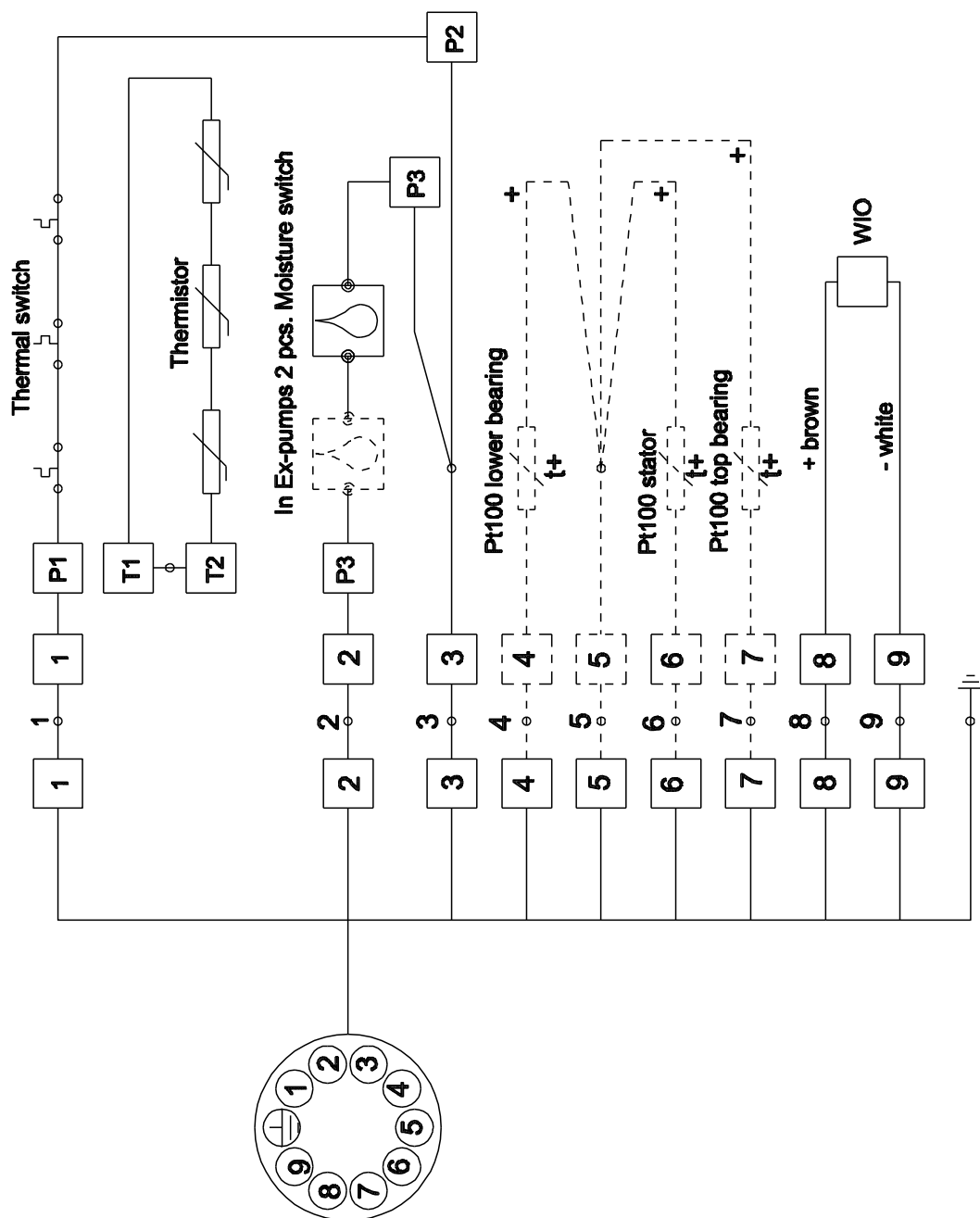


Note! All units are in [in] unless otherwise stated.

Disclaimer: This simplified dimensional drawing does not show all details.



97660741 S2.40.A80.540.4.62L.C.245.G.EX.D.611 60 Hz





Agenda Item: _____

# CITY OF VILLA RICA

## City Council Meeting Agenda Item Cover Sheet

**SUBJECT:** Emergency Repair of #3 Influent Pump at the West Plant

**AGENDA DATE:** August 11, 2020

**DATE PREPARED:** July 30, 2020

**PREPARED BY:** Pete Zorbanos

**AMOUNT:** \$22,714.22

**GL ACCOUNT #:** 505-4420-522220

**FUNDING SOURCE:** Water/Sewer Fund

**BUDGETED ITEM?** Yes

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**PURPOSE:** To expedite the emergency repair of the 100 hp #3 influent pump at the West Plant.

**BACKGROUND:** On July 7, 2020, the SCADA system indicated the #3 influent pump was in fault mode. When the pump was pulled out of the wet well, the threaded plastic fitting was not attached to the top seal of the motor, and the five conductor control wiring had been completely severed from the unit.

**STAFF RECOMMENDATION** Staff recommends the repair of the #3 Influent pump.

**IMPACT.** It is essential to have this pump operational to maintain flow to the treatment plant and prevent wet well overflows.

**MOTION:** I make a motion to approve the emergency repair of the #3 influent pump at the West Plant in the amount of \$22,714.22 to PRB Electronics, Inc.

**PRB ELECTRONICS, INC.**  
**INDUSTRIAL ELECTRONIC ENGINEERING**  
**2108 FAIRBURN ROAD SUITE E**  
**DOUGLASVILLE, GA 30135**  
 770.949.9426 Fax # 770.577.1164

# INVOICE

DATE	INVOICE #
7/30/2020	I11354

BILL TO
CITY OF VILLA RICA ACCOUNTS PAYABLE 571 WEST BANKHEAD HWY VILLA RICA, GA 30180

SHIP TO
VILLA RICA WASTE WATER 185 BARBER INDUSTRIAL CT VILLA RICA, GA 30180 ATTN: PETE ZORBANOS

CUSTOMER PO#	TERMS	SHIPPED ON	SHIP VIA	JOB #	APPROVED ON	INV BY
RICKY7720	Net 30	7/27/2020	FIELD SERVICE	R11354	7 JUL 2020	SHARON

QTY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
0.5	PREP TIME	PREPARATION TIME FOR SERVICE CALL - 07 JULY 2020	125.00	62.50
0.5	STRAIGHT TIME	TRAVEL TO JOB SITE - 07 JULY 2020	125.00	62.50
2	STRAIGHT TIME	FIELD SERVICE LABOR, TWO ENGINEERS, WW WEST PLANT, INFLUENT PUMP STATION # 3 - 07 JULY 2020	125.00	250.00
0.5	STRAIGHT TIME	TRAVEL FROM JOB SITE - 07 JULY 2020	125.00	62.50
34	MILEAGE	MILEAGE TO/FROM JOB SITE - 07 JULY 2020	0.60	20.40
0.5	STRAIGHT TIME	TRAVEL TO JOB SITE - 16 JULY 2020	125.00	62.50
2	STRAIGHT TIME	FIELD SERVICE LABOR, TWO ENGINEERS, WW WEST PLANT, INFLUENT PUMP STATION # 3 - 16 JULY 2020	125.00	250.00
0.5	STRAIGHT TIME	TRAVEL FROM JOB SITE - 16 JULY 2020	125.00	62.50
34	MILEAGE	MILEAGE TO/FROM JOB SITE - 16 JULY 2020	0.60	20.40
0.5	PREP TIME	PREPARATION TIME FOR SERVICE CALL - 27 JULY 2020	125.00	62.50
1	STRAIGHT TIME	TRAVEL TO JOB SITE, TWO ENGINEERS - 27 JULY 2020	125.00	125.00
			<b>TOTAL</b>	

**PRB ELECTRONICS, INC.**  
**INDUSTRIAL ELECTRONIC ENGINEERING**  
**2108 FAIRBURN ROAD SUITE E**  
**DOUGLASVILLE, GA 30135**  
 770.949.9426 Fax # 770.577.1164

# INVOICE

DATE	INVOICE #
7/30/2020	I11354

BILL TO
CITY OF VILLA RICA ACCOUNTS PAYABLE 571 WEST BANKHEAD HWY VILLA RICA, GA 30180

SHIP TO
VILLA RICA WASTE WATER 185 BARBER INDUSTRIAL CT VILLA RICA, GA 30180 ATTN: PETE ZORBANOS

CUSTOMER PO#	TERMS	SHIPPED ON	SHIP VIA	JOB #	APPROVED ON	INV BY
RICKY7720	Net 30	7/27/2020	FIELD SERVICE	R11354	7 JUL 2020	SHARON

QTY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
10	STRAIGHT TIME	FIELD SERVICE LABOR, TWO ENGINEERS, WW WEST PLANT, INFLUENT PUMP STATION # 3 - 27 JULY 2020	125.00	1,250.00
1	STRAIGHT TIME	TRAVEL FROM JOB SITE, TWO ENGINEERS - 27 JULY 2020	125.00	125.00
68	MILEAGE	MILEAGE TO/FROM JOB SITE, TWO TRUCKS - 27 JULY 2020	0.60	40.80
1	70095K33	SUPPORT GRIP, STAINLESS STEEL, TWO LOOPS, 0.63"-0.75" CABLE OD, CORROSION-RESISTANT	81.36	81.36
1	70095K34	SUPPORT GRIP, STAINLESS STEEL, TWO LOOPS, 0.75"-0.99" CABLE OD, CORROSION-RESISTANT	89.13	89.13
1	70095K39	SUPPORT GRIP, STAINLESS STEEL, TWO LOOPS, 2.00"-2.49" CABLE OD, CORROSION-RESISTANT	129.42	129.42
1	3468T126	WEB SLING, FLAT EYE, 1" W x 10' L, 4950 LBS. CAPACITY, NYLON	121.32	121.32
1	1501HDXA	1 GAL PUMP SPRAYER	19.94	19.94
1	4460032429	CLEANER, CONCENTRATED GERMICIDAL LIQUID BLEACH, 121 OZ.	16.45	16.45
			<b>TOTAL</b>	<b>\$2,914.22</b>

**PRB ELECTRONICS, INC.**  
**INDUSTRIAL ELECTRONIC ENGINEERING**  
**2108 FAIRBURN ROAD SUITE E**  
**DOUGLASVILLE, GA 30135**  
 770.949.9426 Fax # 770.577.1164

# INVOICE

DATE	INVOICE #
7/30/2020	I11355

BILL TO
CITY OF VILLA RICA ACCOUNTS PAYABLE 571 WEST BANKHEAD HWY VILLA RICA, GA 30180

SHIP TO
VILLA RICA WASTE WATER 185 BARBER INDUSTRIAL CT VILLA RICA, GA 30180 ATTN: PETE ZORBANOS

CUSTOMER PO#	TERMS	SHIPPED ON	SHIP VIA	JOB #	APPROVED ON	INV BY
PZORBANOS71...	Net 30	7/27/2020	FIELD SERVICE	R11355	14 JUL 2020	SHARON

QTY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
1	SE8N-160	EMERGENCY REPAIR LABOR RUSH OVERTIME- WASTE WATER WEST PLANT, VAUGHAN MODEL SE8N-160 ELECTRIC DRIVEN SUBMERSIBLE CHOPPER PUMP, (DISASSEMBLY AND ASSEMBLY OF BALDOR MOTOR AND VAUGHN PUMP.	12,000.00	12,000.00
1	MATERIAL	MECHANICAL SEALS FOR THE ABOVE PUMP	4,750.00	4,750.00
1	CABLE	50' FIVE CONDUCTOR BALDOR MOTOR CONTROL CABLE FOR ABOVE VAUGHN CHOPPER PUMP SYSTEM	618.75	618.75
1	MATERIAL	VAUGHN CHOPPER PUMP MATERIAL INCLUDING BEARINGS AND SEALS FOR PUMP	1,493.75	1,493.75
1	SHIPPING CHARGE	EMERGENCY REPAIR - FREIGHT SHIPPING ON PARTS FOR ABOVE PUMP /MOTOR SYSTEM IS AN ESTIMATE ONLY AND WILL BE BILLED AT THE TIME OF SHIPMENT	937.50	937.50
			<b>TOTAL</b>	<b>\$19,800.00</b>



# CITY OF VILLA RICA

## City Council Packet

**SUBJECT:** Dual Factor Authentication  
**AGENDA DATE:** 8/11/2020

**DATE PREPARED:** 7/29/2020  
**PREPARED BY:** Jim Chambers

**AMOUNT:** \$2160 for 60 licenses annually  
**GL ACCOUNT #:** 100-1535-521300  
**FUNDING SOURCE:** General Fund  
**BUDGETED ITEM?** Yes

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**PURPOSE:** Add an additional layer of security to access data on the city network.

**BACKGROUND:** We have multiple layers of security to protect our data. This adds an additional layer of security by requiring an additional method of authentication.

**STAFF RECOMMENDATION:** I recommend we purchase 60 licenses of DUO from CPAK at \$2,160.00.

**IMPACT:** This will cost \$2,160 annually for 60 licenses. Additional licenses will be approximately \$36 per license.

**MOTION:** I make the motion we purchase 60 licenses of DUO from CPAK not to exceed \$2,160.00.



Agenda Item:_____

# CITY OF VILLA RICA

## City Council Meeting Agenda Item Cover Sheet

**SUBJECT:** 2020 Budget Amendment  
**AGENDA DATE:** 08-11-2020

**DATE PREPARED:** 07-30-2020  
**PREPARED BY:** Sarah Andrews

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

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**PURPOSE:** To adopt ordinance amending the 2020 budget.

**MOTION:** I make a motion to adopt the ordinance to approve an amendment to the budget for the fiscal year 2020 for the City pursuant to Section 2-71 of the City Charter.

**PUNKINTOWN ROAD SPEED STUDY**

Source of Funds: Contingency

Council approved a Speed Limit Study on Punkintown Rd on July 14, 2020.

Item	Account Name	Account Type	Amount
64 100-7400-521200	Professional Services	Expense	Increase 5,810.00
65 100-1110-579100	Contingency	Expense	Decrease (5,810.00)

**CITY HALL REMODEL**

Source of Funds: 2008 SPLOST

More invoices came in for the City Hall Remodel. Need to increase the budget amount. Using old SPLOST.

Item	Account Name	Account Type	Amount
66 320-1320-541300	Buildings	Expense	Increase 6,200.00
67 320-381000	Use of Fund Balance	Fund Balance	Decrease in FB 6,200.00

**EDGE ROAD WATER PROJECT**

Source of Funds: Fund Balance

Council approved LCS & Associates for Edge Road Water Project on July 14, 2020.

Item	Account Name	Account Type	Amount
68 505-4440-541450	Water & Sewer Pipeline	Expense	Increase 558,640.00
69 505-381000	Use of Fund Balance	Fund Balance	Decrease in FB 558,640.00

**HIGHWAY 78 WATER PROJECT**

Source of Funds: Fund Balance

Council approved LCS & Associates for Highway 78 Water Project on July 14, 2020

Item	Account Name	Account Type	Amount
70 505-4440-541450	Water & Sewer Pipeline	Expense	Increase 179,161.00
71 505-381000	Use of Fund Balance	Fund Balance	Decrease in FB 179,161.00

**SEWER REVIEW**

Source of Funds: Overbudget of GEFA Interest

Council approved Brennan Jones for various sewer system review on July 14, 2020

Item	Account Name	Account Type	Amount
72 505-4115-521200	Professional Services	Expense	Increase 23,350.00
73 505-8000-582301	GEFA Interest	Expense	Decrease (23,350.00)

**SURVEYS FOR SEWER LINE**

Source of Funds: Overbudget of GEFA Interest

Council approved Brennan Jones for survey of potential sewer route on May 26, 2020.

Item	Account Name	Account Type	Amount
74 505-4115-541400	Infrastructure	Expense	Increase 33,820.00
75 505-8000-582301	GEFA Interest	Expense	Decrease (33,820.00)



STATE OF GEORGIA

ORDINANCE NO. _____

CITY OF VILLA RICA

**AN ORDINANCE TO APPROVE AN AMENDMENT TO THE BUDGET  
FOR THE FISCAL YEAR 2020 FOR THE CITY  
PURSUANT TO SECTION 2-71 OF THE CITY CHARTER**

**WHEREAS**, the Mayor and City Council adopted the 2020 Budget on September 24, 2019, 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 2020, said budget amendment being described as Amendment No. 64-75, 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 _____, 2020.

Approved:

_____  
Gil McDougal, Mayor

Attest:

_____  
Alisa Doyal, City Clerk



Agenda Item: _____

# CITY OF VILLA RICA

## City Council Meeting Agenda Item Cover Sheet

**SUBJECT:** Resolution to Execute Grant from Coronavirus Relief Fund  
**AGENDA DATE:** 08-11-2020

**DATE PREPARED:** 07-31-2020  
**PREPARED BY:** Sarah Andrews

**AMOUNT:** n/a  
**GL ACCOUNT #:** n/a  
**FUNDING SOURCE:** n/a  
**BUDGETED ITEM?** n/a

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**PURPOSE:** To have the Council approve a resolution authorizing the execution of the Grant Agreement through the Coronavirus Relief Fund.

**BACKGROUND:** Funding has been authorized for eligible expenditures incurred between March 1, 2020 and December 30, 2020.

The CARES Act, CRF Grant funds may be used to cover expenses that:

- Are necessary expenditures due to the public health emergency with respect to COVID-19;
- Were not accounted for in the budget most recently approved;
- We incurred during the period of March 1, 2020 through December 30, 2020.

The CARES Act, CRF Grant prohibits the funds to be used to cover:

- Lost revenue due to COVID-19;
- Payroll or benefits for employees whose work is not substantially dedicated to mitigating or responding to the COVID-19 public health emergency;
- Expenses reimbursed through other federal programs or insurance proceeds;
- Severance pay;
- Legal settlements.

Villa Rica has been allocated \$840,599.15, with an advance amount of \$252,179.75.

**STAFF RECOMMENDATION:** To approve the resolution to execute the agreement.

**CORONAVIRUS RELIEF FUND (CRF)  
TERMS AND CONDITIONS**

## About This Document

This agreement (the “Grant Agreement” or “Agreement”) is entered into between the State of Georgia (the “State”) and the undersigned grantee (“Grantee”) (hereinafter collectively referred to as the “Parties”). This Grant Agreement sets forth the terms and conditions applicable to payments distributed by the State in the form of a grant to Grantee, a local unit of government, from the Coronavirus Relief Fund (CRF) established within Section 601 of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (hereinafter referred to as “Grant”). The Grantee’s official representative, whose signature appears below, will execute the interest and responsibilities of the Grantee.

These requirements are in addition to those that can be found within the grant management system administered by the Governor’s Office of Planning and Budget (“OPB”), GeorgiaCARES, to which the Grantee agrees when accepting the Grant. Other state and federal requirements and conditions may apply to the Grant, including but not limited to 2 C.F.R. § 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and applicable subparts; the State funding announcement under which Grant payments are distributed; and any applicable documents referenced in the documents listed above.

To the extent the terms and conditions of this Grant Agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this Grant Agreement and in all cases, according to its fair meaning. The Grantee acknowledges that it and its counsel have reviewed this Grant Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Grant Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the Grant Agreement.

## 1. Definitions

1.1 As used in this Agreement, the following terms shall have the following meanings:

1. **“CARES Act”** means the federal Coronavirus Aid, Relief, and Economic Security Act of 2020.
2. **“Coronavirus Relief Fund”** or **“CRF”** means the fund established within Section 601 of the Social Security Act, as added by Section 5001 of the CARES Act.
3. **“GeorgiaCARES”** means the grant management system administered by OPB to facilitate distribution of Coronavirus Relief Funds to the Grantee.
4. **“Grant”** means the payments distributed by the State in the form of a grant to the Grantee from the Coronavirus Relief Fund.
5. **“Grant Agreement”** or **“Agreement”** means this agreement between the State of Georgia and the Grantee as defined by the Coronavirus Relief Fund Terms and Conditions and its incorporated documents.
6. **“Grantee”** means the undersigned local unit of government.
7. **“OPB”** means the Governor’s Office of Planning and Budget.
8. **“Parties”** means collectively the parties to this Agreement, namely, the State and the Grantee.
9. **“State”** means the State of Georgia.

## 2. General Requirements and Conditions

1.2 Applicability of Grant Agreement and Provisions

This Grant Agreement is subject to the additional terms, conditions and requirements of other laws, rules, regulations and plans recited herein and is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations and terms and conditions, both oral and written, are superseded and replaced by this Grant Agreement.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the Grant close-out, cooperation and provision of additional information, return of Grant funds, audit rights, records retention, public information and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

### 1.3 Legal Authority

The Grantee certifies that it possesses legal authority to enter into this Grant Agreement and accept payments for which the Grantee is eligible pursuant to the funding announcement. As required by law, a resolution, motion or similar action has been or will be duly adopted or passed as an official act of the Grantee's governing body, authorizing the execution of this Grant Agreement and the acceptance of payments, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative, or their designee of the Grantee organization to act in connection with the Grant application and to provide such additional information as may be required.

Grantee hereby represents and warrants that it has the power and is duly authorized to enter into this Grant Agreement with regard to all matters described herein upon the terms set forth and that the persons executing this Agreement on behalf of Grantee are the authorized agents of Grantee for the purpose of executing this Agreement. The Parties acknowledge and agree that this Agreement constitutes a valid and legally binding obligation of each Party, enforceable in accordance with its terms.

### 1.4 Grant Acceptance

The state funding announcement remains an offer until the fully and appropriately executed copy of this Grant Agreement is received by OPB.

### 1.5 Performance Period

Funding has been authorized for eligible expenditures incurred between March 1, 2020 and December 30, 2020. The performance period for this Grant is from acceptance of this Grant Agreement to the liquidation date or December 30, 2020, whichever is earlier. All expenditures must be incurred and all services must be received within the performance period. The state will not be obligated to reimburse expenses incurred after the performance period and the Grantee shall return to OPB all funds received and not expended by the Grantee and approved by OPB on or before the performance period end date. A cost is incurred when the responsible unit of government has expended funds to cover the cost. The liquidation date for the Grant is predetermined by the State, see Section 6.7 for details.

### 1.6 General Responsibility

Per the CARES Act, CRF Grant funds may only be used to cover expenses that:

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. Were not accounted for in the budget most recently approved as of March 27, 2020 for the State or Grantee; and
3. Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

The US Department of Treasury (Treasury) provided additional guidance on the permissible use of

Grant funds. The Grantee certifies compliance with this additional guidance by executing this Grant Agreement. Further explanation and examples can be found on Treasury's website at the following link: <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>. Recipients of CRF Grant funds must also adhere to any applicable state statutes, rules, or regulations as applicable in the expenditure of these funds. In the event that one or more provisions of said applicable state statutes, rules, or regulations shall conflict with the applicable federal laws, rules, or regulations, the federal law, rule, or regulation shall control, however, in the event that the state statute, rule, or regulation is more restrictive it shall control.

The Grantee certifies compliance with these eligible expenses by executing this Grant Agreement, including the CARES Act Coronavirus Relief Fund Eligibility Certification Form in Exhibit C, which is attached hereto and incorporated for all purposes.

The Grantee is responsible for the integrity of the fiscal and programmatic management of the Grant project; accountability for all funds awarded; and compliance with state guidelines, policies and procedures and applicable federal and state laws and regulations.

The Grantee will maintain an appropriate Grant administration system to ensure that all terms, conditions and specifications of the Grant are met.

The Grantee agrees to maintain an accounting system integrated with adequate internal fiscal and management controls to capture and report Grant data with accuracy, providing full accountability for revenues, expenditures, assets and liabilities. This system shall provide reasonable assurance that the Grantee is managing federal and state financial assistance programs in compliance with all applicable laws and regulations, including the reporting requirements outlined at <https://home.treasury.gov/system/files/136/IG-Coronavirus-Relief-Fund-Recipient-Reporting-Record-Keeping-Requirements.pdf>.

#### 1.7 Amendments and Changes to the Grant Agreement

The state may make changes to the Grant. Changes include, but are not limited to, modifying the scope of the Grant project, adding funds to previously un-awarded cost items or categories, changing funds in any awarded cost items or category, de-obligating awarded funds or changing Grant officials. In the event the State determines that changes are necessary to the Grant award document after an award has been made, including changes to period of performance or terms and conditions, the Grantee will be notified of the changes in writing, and any such changes shall be documented in GeorgiaCARES.

The Grantee has no right or entitlement to payment or reimbursement with Grant funds. The Grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of the state in excess of the availability of funds for initial payment and reimbursement as provided in the funding announcement. The Grantee agrees that any act, action or representation by either party, their agents or employees that purports to waive or alter the terms of this Grant Agreement or increase the maximum liability of the state is void unless an amendment to this Grant Agreement is consented to by both parties in writing and is documented in GeorgiaCARES. Notwithstanding this requirement, it is understood and agreed by the parties hereto that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto, and



shall become a part hereof as of the effective date of the rule, regulation or law.

### 1.8 Jurisdictional Cooperation

If the Grantee is a municipality, it may yield any portion of the payments it is eligible to receive pursuant to this Grant Agreement to the county within which it exists or if Grantee is a county, it may yield any portion of the payments it is eligible to receive pursuant to this Grant Agreement to a municipality within its geographical boundaries for eligible expenses. This may be accomplished in one of the following two ways:

1. By a Grant amendment, made by the state as described in Section 1.7, whereby funds are de-obligated from the Grantee and then added to previously un-awarded costs items or categories of the receiving jurisdiction's grant award; or
2. Upon written approval from the State and documentation of such approval in GeorgiaCARES, the Grantee may use funds pursuant to this Grant Agreement to subcontract with another political subdivision within its jurisdiction for eligible and necessary expenditures incurred due to the Coronavirus Disease 2019 (COVID-19) public health emergency. The Grantee is responsible for ensuring subcontractor eligibility, ensuring expenditures are appropriate, reporting expenditures in GeorgiaCARES and maintaining all required documentation.

### 1.9 Public Information and Meetings

Notwithstanding any provisions of this Grant Agreement to the contrary, the Grantee acknowledges that the State of Georgia, OPB, and this Grant Agreement are subject to the Georgia Open Records Act, O.C.G.A. § 50-18-71, *et seq* (ORA). The Grantee acknowledges that OPB will comply with the ORA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Georgia.

The Grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to OPB, is subject to the ORA, whether created or produced by the Grantee or any third party, and the Grantee agrees that information not otherwise excepted from disclosure under the ORA will be available in a format that is accessible by the public at no additional charge to OPB or the State. The Grantee will cooperate with the State and OPB in the production of documents or information responsive to a request for information.

### 1.10 Remedies for Non-Compliance

If the State determines that the Grantee fails to comply with any term of this Grant Agreement, whether stated in a federal or state statute or regulation, an assurance, a state plan or application, a notice of award, or any other applicable requirement, the State, in its sole discretion, may take actions including:

1. Imposing sanctions;
2. Temporarily withholding payments pending correction of the deficiency or imposing a corrective action plan intended to bring the Grantee into compliance with this Grant Agreement. A corrective action plan shall be a compulsory set of actions mandated by OPB that will ensure the Grantee will take certain actions to bring its jurisdiction into compliance with the terms of this Grant Agreement.

If the Grantee fails to complete any imposed corrective action plan within 60 days, OPB reserves the right to require the Grantee to return any previous Grant fund payments or reimbursements in a manner and timeframe as determined by OPB;

3. Requiring the Grantee to return or offset previous payments or reimbursements to OPB in a manner and timeframe as determined by OPB. By entering into this Grant Agreement Grantee specifically accepts and acknowledges that any noncompliance with the terms of this Grant Agreement shall entitle the State to implement this remedy, regardless of whether or not the previous payments or reimbursements were made for allowable costs;
4. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
5. Disallowing claims for reimbursement;
6. Wholly or partially suspending or terminating the Grant;
7. Prohibiting the Grantee from applying for or receiving additional funds for other grant programs administered by the State until repayment to OPB is made and any other compliance or audit finding is satisfactorily resolved;
8. Reducing the Grant award maximum liability of the state; or
9. Taking other remedies or appropriate actions.

If OPB elects to implement whole or partial suspension or termination of the Grantee's Grant in accordance with this Section of the Grant Agreement, the Grantee's costs resulting from Grant eligible expenditures incurred during any such suspension or after termination of the Grant are not allowable costs unless OPB expressly authorizes them either in the notice of suspension or termination or subsequently.

The State, at its sole discretion, may impose sanctions without first requiring a corrective action plan.

The Grantee acknowledges and agrees that the State has the rights and remedies stated above and any other rights and remedies set forth in this Grant Agreement which are fair and reasonable and further acknowledges and agrees that no action taken by the State to assert or enforce any of these rights or remedies shall excuse the Grantee from performance of its obligations under this Agreement.

#### 1.11 False Statements by Grantee

By acceptance of this Grant Agreement, the Grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this Grant Agreement. If applicable, the Grantee will comply with the requirements of 31 U.S.C. § 3729-3733, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties or guarantees are false or if the Grantee signs or executes this Grant Agreement with a false statement or it is subsequently

determined that the Grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this Grant Agreement, then the State may consider this action or activity a possible default under this Grant Agreement and may terminate or void this Grant Agreement for cause and pursue other remedies available to the State under this Grant Agreement and applicable law. False statements or claims made in connection with grants may result in fines, imprisonment and debarment from participating in federal grants or contracts and/or any other remedy available by law, potentially including the provisions of 31 U.S.C. § 3801-3812, which details the administrative remedies for false claims and statements made.

#### 1.12 Conflict of Interest Safeguards

The Grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The Grantee will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to its performance under this Grant Agreement in accordance with Title 45 Chapter 10 of the O.C.G.A., 18 U.S.C. § 666, 18 U.S.C. § 1031, and 2 C.F.R. § 200.318.

#### 1.13 Fraud, Waste and Abuse

The Grantee acknowledges and assents that the State of Georgia shall not tolerate fraud, waste or misuse of funds received from any state entity (*See* Title 45 Chapter 10 of the O.C.G.A.) and that any violation of state or federal law, state policies or standards of ethical conduct shall result in penalties including, but not limited to, suspension of current and future funds, suspension or debarment from federal and state grants, recoupment of monies provided under an award, remedies set forth in 2 C.F.R. § 200.338, and civil and/or criminal penalties.

In the event the Grantee becomes aware of any allegation or a finding of fraud, waste or misuse of funds received from OPB that is made against the Grantee, the Grantee is required to immediately report said allegation or finding to the U.S. Department of the Treasury Office of the Inspector General¹ and to OPB and must continue to inform OPB of the status of any such on-going investigations. The Grantee must also promptly refer to OPB as well as the appropriate federal authorities, including, but not limited to, the U.S. Department of the Treasury Office of the Inspector General, any credible evidence that a principal, employee, agent, grantee, contractor, subcontractor or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving award funds. Grantees must also immediately notify OPB in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify OPB in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the Grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits or indictments to OPB.

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¹ See 2 C.F.R. § 200.113. Disclosure, in a timely manner, to the Federal awarding agency or pass-through entity is mandatory for all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.338.

#### 1.14 Termination of the Agreement

The State may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against the State, upon written notice to the Grantee. In the event the Grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement, the State may, upon written notice to the Grantee, terminate this Grant Agreement for cause, without further notice or opportunity to cure. Such notification of termination for cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

The State and the Grantee may mutually agree to terminate this Grant Agreement at any time. The State, in its sole discretion, will determine if, as part of the agreed termination, the Grantee is required to return any or all of the disbursed Grant funds.

Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law or under this Grant Agreement, including those remedies listed at 2 C.F.R. § 200.207 and 2 C.F.R. § 200.338 – 200.342. Following termination by the State, the Grantee shall continue to be obligated to OPB for the return of Grant funds in accordance with applicable provisions of this Grant Agreement. In the event of termination under this Section, the State may elect to reimburse the Grantee but any such reimbursement shall be limited to allowable costs incurred and paid by the Grantee prior to the effective date of termination, and any allowable costs determined by the State in its sole discretion to be reasonable and necessary to cost-effectively wind down the Grant. Termination of this Grant Agreement for any reason or the expiration of this Grant Agreement shall not release the parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

#### 1.15 Limitation of Liability

TO THE EXTENT ALLOWED BY LAW, THE GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF GEORGIA, OPB AND/OR THEIR OFFICERS, REGENTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM, ANY ACTS OR OMISSIONS OF THE GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THIS GRANT AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE GEORGIA ATTORNEY GENERAL WHEN STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE GEORGIA ATTORNEY GENERAL. THE GRANTEE AND THE STATE AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

The Grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by the State, OPB, or their officers, regents, employees, agents, or contractors, of any privileges, rights, defenses, remedies, or immunities from suit and liability that OPB or the State may have by

operation of law.

#### 1.16 Dispute Resolution

The parties' designees will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by OPB, the Grantee shall continue performance and shall not be excused from performance during the period any breach of this Grant Agreement, claim or dispute is pending.

The laws of the State govern this Grant Agreement and all disputes arising out of or relating to this Grant Agreement, without regard to any otherwise applicable conflict of law rules or requirements. Venue for any action, suit, litigation, or other proceeding arising out of or in any way relating to this Grant Agreement shall be commenced exclusively in the Superior Court of Fulton County, Georgia.

The Grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the court referenced above for the purpose of prosecuting and/or defending such litigation. The Grantee hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that the Grantee is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

#### 1.17 Liability for Taxes

The Grantee agrees and acknowledges that Grantee is entirely responsible for the liability and payment of Grantee and Grantee's employees' taxes of whatever kind, arising out of the performances in this Grant Agreement. The Grantee agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance and workers' compensation. Neither OPB nor the State shall be liable to the Grantee, its employees, its agents or others for the payment of taxes or the provision of unemployment insurance or workers' compensation or any benefit available to a State employee or employee of OPB.

#### 1.18 Required Assurances

The Grantee must comply with the applicable Grantee Assurances, which are attached hereto and incorporated for all purposes as Exhibit A.

#### 1.19 System for Award Management (SAM) Requirements

The Grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) or with a successor government-wide system officially designated by OMB and, if applicable, the federal funding agency. These requirements include maintaining current registrations and the currency of the information in SAM. The Grantee will review and update information at least annually until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 C.F.R. § 25.

The Grantee will comply with 2 C.F.R. § 180 that implement Exec. Order 12549, 3 C.F.R. 189 (1986)

and Exec. Order 12689, 3 C.F.R. 235 (1989) that requires “a contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)”, in accordance with the OMB guidelines at 2 C.F.R. Part 180 that implement Exec. Order 12549, 3 C.F.R. 189 (1986) and Exec. Order 12689, 3 C.F.R. 235 (1989), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The Grantee certifies it will verify each vendor’s status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.

The Grantee certifies that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, state or local governmental entity; the Grantee is in compliance with the State of Georgia statutes and rules relating to procurement; and the Grantee is not listed in the federal government’s terrorism watch list as described in federal Exec. Order 13224, 3 C.F.R § 2001 Comp. p. 49077.

#### 1.20 No Obligation by Federal Government

The parties acknowledge and agree that the federal government is not a party to this Grant Agreement and is not subject to any obligations or liabilities to either party, third party or subcontractor pertaining to any matter resulting from this Grant Agreement.

#### 1.21 Notice

Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail with return receipt requested, to a party hereto and shall be addressed to the person who signed the Grant Agreement on behalf of the party at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Grant Agreement.

If to Grantee: Villa Rica city (pt.

Street Address

City

State

Zipcode

If to OPB: Governor’s Office of Planning and Budget

2 Capitol Square SW

Atlanta, Georgia 30334

[cares@opb.georgia.gov](mailto:cares@opb.georgia.gov)

#### 1.22 Force Majeure

Neither the Grantee nor the State shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to labor shortages



caused by strikes or lockouts, embargo, war, terrorism, flood, natural disaster. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

To the extent that the (1) Georgia State of Emergency relating to unlawful assemblage and violence, and (2) the Georgia Public Health States of Emergency relating to COVID-19, become more severe and lead to the impossibility to perform any obligation under this Grant Agreement, then riots and pandemic may be asserted as force majeure events.

### 1.23 Severability

If any provision of this Grant Agreement is rendered or declared illegal for any reason, or shall be invalid or unenforceable, this Grant Agreement shall be interpreted as though such provision was modified or deleted in such manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making this Grant Agreement, as modified, enforceable, and the remainder of this Grant Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

## 3. Warranties

### 2.1 E-Verify

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 50-36-1 entitled "Verification of Lawful Presence Within United States" and verify the lawful presence in the United States of any natural person 18 years of age who has applied for state or local public benefits, as defined in 8 U.S.C. § 1621, or for federal public benefits, defined in 8 U.S.C. § 1611, that is administered by an agency or a political subdivision of this State.

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 13-10-90 entitled "Security and Immigration Compliance." This requires, among other things, that every public employer, including, but not limited to, every municipality and county, will register and participate in the federal work authorization program to verify employment eligibility of all newly hired employees.

### 2.2 Compliance with Federal Law, Regulations and Executive Orders

Grantee represents and warrants that federal financial assistance funds will be used to fund this Grant Agreement. The Grantee will comply with all applicable federal law, regulations, executive orders, policies, procedures and directives.

### 2.3 Clean Air Act

The following is only applicable if the amount of the contract exceeds \$150,000.

1. Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, *et seq.*

2. Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.
3. Grantee represents and warrants to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

#### 2.4 Federal Water Pollution Control Act

Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.*

Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.

Grantee represents and warrants that it shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

#### 2.5 Energy Conservation

If applicable, Grantee represents and warrants that it shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

#### 2.6 Procurement of Recovered Materials

Grantee represents and warrants that it shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

#### 2.7 Copyright, Patents and Intellectual Property Rights

Grantee represents and warrants that it shall affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of United States Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Unless otherwise provided by law, Grantee is subject to 35 U.S.C. § 200, *et seq.* All Grantee is subject to the specific requirements governing the development, reporting and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. § 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

#### 2.8 Federal Debt Status



Grantee represents and warrants they are and will be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances and benefit overpayments.

## 2.9 Terminated Contracts

Grantee represents and warrants it has not had a contract terminated or been denied the renewal of any contract for noncompliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the Grantee does have such a terminated contract, the Grantee shall identify the contract and provide an explanation for the termination. The Grantee acknowledges that this Grant Agreement may be terminated and payment withheld or return of grant funds required if this certification is inaccurate or false.

## 2.10 Reporting Requirements

The Grantee represents and warrants that it shall provide adequate support for the expenditure of Grant funds in GeorgiaCARES. Financial documentation to support payment(s) shall be submitted in GeorgiaCARES no later than the grant liquidation date of September 1, 2020 as provided by Section 6.7 of this Agreement. Financial documentation to support a request for reimbursement of expenditures must be submitted at the time of the request for reimbursement. Final financial documentation must be submitted in GeorgiaCARES on or before the grant liquidation date, as provided in Section 6.7, or the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

# 4. Property and Procurement Requirements

## 3.1 Property Management and Inventory

The Grantee must ensure equipment purchased with grant funds is used for the purpose of the grant and as approved by the State. The Grantee must develop and implement a control system to prevent loss, damage or theft of property and investigate and document any loss, damage or theft of property funded under the grant.

The Grantee must account for any real and personal property acquired with grant funds or received from the federal government in accordance with 2 C.F.R. § 200.310 through 200.316 and 200.329. This documentation must be maintained by the Grantee, according to the requirements listed herein, and provided to the State upon request, if applicable.

When original or replacement equipment acquired under this award by the Grantee is no longer needed for the original project or program or for other activities currently or previously supported by the federal awarding agency or the State, the Grantee must make proper disposition of the equipment pursuant to 2 C.F.R. § 200.

The Grantee will maintain specified equipment management and inventory procedures for equipment, including replacement equipment, whether acquired in whole or in part with grant funds, until disposition takes place, with a per-unit cost of \$5,000 or greater. The equipment and inventory procedures

include, but are not limited to:

1. The Grantee must keep an inventory report on file containing equipment purchased with any grant funds during the grant period. The inventory report must agree with the approved grant budget and accepted documentation and shall be available to the State at all times upon request.
2. The Grantee must maintain property/inventory records which, at minimum, include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
3. The Grantee shall permanently identify all such equipment by appropriate tags or labels affixed to the equipment. Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.

### 3.2 Procurement Practices and Policies

The Grantee must follow applicable federal and state law, federal procurement standards specified in regulations governing federal awards to non-federal entities, their established policy, and best practices for procuring goods or services with grant funds. Procurement activities must follow the most restrictive of federal, state and local procurement regulations.

In the event that the Grantee uses subcontractors or contractors, the Grantee shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable as prescribed by applicable federal and state laws.

### 3.3 Contract Provisions Under Federal Awards

All contracts made by the Grantee under a federal award must contain the provisions outlined in 2 C.F.R. § 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” and 79 F.R. 75871 “Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.”

## 5. Audit and Records Requirements

### 4.1 Cooperation with Monitoring, Audits, Records Requirements, Assessments and Evaluations

All records and expenditures are subject to, and the Grantee agrees to comply with, monitoring, examinations, demand for documents, and/or audits conducted by any and all federal or state officials and auditors, including but not limited to, the U.S. Department of the Treasury Inspector General, OPB, the Georgia Department of Audits and Accounts, the State of Georgia Inspector General, and the Department of Community Affairs, or their duly authorized representatives or designees. The Grantee shall maintain, under GAAP or GASB, adequate records that enable federal and state officials and auditors to ensure proper accounting for all costs and performances related to this Grant Agreement.

### 4.2 Single Audit Requirements

Grantees that expend \$750,000.00 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's Government Auditing Standards, which may be accessed online at <http://www.gao.gov/govaud/ybkOl.htm>, and in accordance with 2 C.F.R. § 200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient's fiscal year.

In addition, Grantee must submit the audit report to the State, by sending a copy to the Georgia Department of Audits and Accounts, Nonprofit and Local Governments Audits, 270 Washington Street, SW, Room I-156, Atlanta, Georgia 30334-8400.

If required to submit an audit report under the requirements of 2 C.F.R. § 200(f), the Grantee shall provide OPB with written documentation showing that it has complied with the single audit requirements. The Grantee shall immediately notify OPB in writing at any time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

#### 4.3 Requirement to Address Audit Findings

If any audit, monitoring, investigations, review of awards or other compliance review reveals any discrepancies, inadequacies or deficiencies which are necessary to correct in order to maintain compliance with this grant agreement, applicable laws, regulations, or the Grantee's obligations hereunder, the Grantee agrees to propose and submit to OPB a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the Grantee's receipt of the findings. The Grantee's corrective action plan is subject to the approval of OPB.

The Grantee understands and agrees that the Grantee must make every effort to address and resolve all outstanding issues, findings or actions identified by federal or state officials and auditors through the corrective action plan or any other corrective plan. Failure to address these findings promptly and adequately may result in grant funds being withheld, other related requirements being imposed or other sanctions and penalties. The Grantee agrees to complete any corrective action approved by OPB within the time period specified by OPB and to the satisfaction of OPB, at the sole cost of the Grantee. The Grantee shall provide to OPB periodic status reports regarding the Grantee's resolution of any audit, corrective action plan, or other compliance activity for which the Grantee is responsible.

#### 4.4 Records Retention

The Grantee shall maintain appropriate audit trails to provide accountability for all expenditures of grant funds, reporting measures, and funds received from the state under this grant agreement. Audit trails maintained by the Grantee will, at a minimum, identify the supporting documentation prepared by the Grantee to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this grant agreement.

The Grantee must maintain fiscal records and supporting documentation for all expenditures resulting from this grant agreement pursuant to 2 C.F.R. § 200.333 and state law. The Grantee must retain these records and any supporting documentation for a minimum of seven (7) years from the later of the

completion of this project's public objective; submission of the final expenditure report; or any litigation, dispute or audit. Records related to real property and equipment acquired with grant funds must be retained for seven (7) years after final disposition. OPB may direct the Grantee to retain documents for longer periods of time or to transfer certain records to OPB or federal custody when it is determined that the records possess long term retention value in accordance with retention schedules approved by the State Records Committee or the federal government.

## **6. Prohibited and Regulated Activities and Expenditures**

### **5.1 Prohibited Costs**

The following are nonexclusive examples of ineligible expenditures. These requirements are required by federal rule. Therefore, any question about their meaning or to what extent certain activities or action are allowed should be resolved by referencing the guidance provided by the United States Treasury Department²:

1. Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of these grant funds. In accordance with Section 4.1 all records and expenditures are subject to review.
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

### **5.2 Political Activities**

Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

1. Unless specifically authorized to do so by federal law, grant recipients or their Grantee or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying

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² See <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>.

or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for “political” activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.

2. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the Grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
3. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict or prevent the payment, loan or contribution of anything of value to a person or political organization for a political purpose.
4. As applicable, the Grantee and each contracting tier will comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the Grantee to pay any person to influence, or attempt 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 any federal action concerning the award or renewal. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures must be forwarded from tier to tier up to the recipient.

## **7. Financial Requirements**

### **6.1 Payments and Required Documentation**

Funding for this Grant Agreement is appropriated under the CARES Act, as amended, to facilitate protective measures for and recovery from the public health emergency in areas affected by COVID-19, which are residentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121, *et seq.*). All expenditures under this Grant Agreement must be made in accordance with this Grant Agreement and any other applicable laws, rules or regulations. Further, the Grantee acknowledges that all funds are subject to recapture and repayment for non-compliance pursuant to Section 6.6.

**Part One:** Once a Grantee executes this Grant Agreement, the Grantee will be eligible to immediately request 30% of the total amount initially available to the Grantee specified in GeorgiaCARES pursuant to the funding announcement. Grantee must submit documentation to OPB through the GeorgiaCARES portal to support the drawdown of the advance amount provided in Section 7 of this Grant Agreement. All documentation for Part One expenditures must be submitted to OPB as soon as practical and without unreasonable delay, but in no case later than the grant liquidation date of September, 1, 2020 as provided by Section 6.7 of this Agreement.

**Part Two:** After a Grantee has submitted all Part One documentation in GeorgiaCARES and such

documentation has been approved and accepted, the Grantee will be authorized to submit requests for reimbursement against the remaining 70% of the allocation available , up to the total amount provided by Section 8 of the Grant Agreement, to the Grantee specified in GeorgiaCARES pursuant to the funding announcement. All documentation of expenditures reimbursed must be submitted in GeorgiaCARES prior to reimbursement, no request for reimbursement shall be accepted later than the grant liquidation date of September 1, 2020 as provided by Section 6.7 of this Agreement.

The State may provide additional funds to Grantee beyond the total amount initially available to Grantee in Part One and Part Two above. Such provision of additional funding will be at the State's discretion and will be disbursed in accordance with a subsequent funding announcement. All terms and conditions of this Grant Agreement shall apply to any payments made pursuant to such funding announcement, unless otherwise provided therein.

To receive payments, a Grantee must be an eligible vendor in the State Accounting Office's vendor management system. Payments will be made via electronic funds transfer to the bank account associated with the vendor in the vendor management system. If sufficient progress is not made towards expenditure of advanced funds and/or the Grantee fails to meet reporting obligations, the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

## 6.2 Interest Bearing Accounts

The Treasury guidance referenced in Section 1.6 states the following:

May recipients deposit Fund payments into interest bearing accounts?

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

The Grantee shall record any and all interest accrued on Grant funds while Grantee is holding said Grant funds and shall report any such interest to OPB. The Grantee shall either provide documentation showing that said interest was used for allowable costs or remit all unused interest to OPB no later than the grant liquidation date of September 1, 2020 as provided by Section 6.7 of this Agreement.

## 6.3 Reporting

The Grantee must provide adequate support for the expenditure of grant funds in GeorgiaCARES. The State, in its sole discretion, will determine whether supporting documentation is adequate. Financial documentation to support Part One payment(s) must be submitted in GeorgiaCARES on a monthly basis, no later than 15 days after the end of each month but can be submitted more often. Financial

documentation to support a request for reimbursement of expenditures must be submitted at the time of the request for reimbursement. Final financial documentation must be submitted in GeorgiaCARES on or before the grant liquidation date or the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

Grantee is required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. § 170, [Appendix A](#), the full text of which is incorporated here by reference in the award terms and conditions.

If the total value of the Grantee's currently active grants, cooperative agreements and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Grantee must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. § 200, [Appendix XII](#), the full text of which is incorporated here by reference in the award terms and conditions.

The Grantee shall complete any other reports as requested by OPB and cooperate and assist the State in complying with any and all federal tracking and reporting requirements.

#### [6.4 Reimbursements](#)

The State will reimburse the Grantee for the expenditure of actual and allowable allocable costs incurred and paid by the Grantee pursuant to this Grant Agreement and rules promulgated by the State for the purpose of determining reimbursable expenses. The State is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the Grantee prior to the commencement or after the termination of this Grant Agreement. The Grantee will pay contractors, vendors, suppliers, etc.

#### [6.5 Refunds and Deductions](#)

If the State determines that the Grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the Grantee shall return to OPB the amount identified by the State as an overpayment. The Grantee shall refund any overpayment to OPB within thirty (30) calendar days of the receipt of the notice of the overpayment from the State unless an alternate payment plan is specified by OPB. Refunds may be remitted to: Governor's Office of Planning and Budget, 2 Capitol Square SW, Atlanta, Georgia 30334, Attention: Coronavirus Relief Fund Payments.

#### [6.6 Recapture of Funds](#)

The discretionary right of the State to terminate under Section 1.14 notwithstanding, the State shall have the right to terminate this Grant Agreement and to recapture and be reimbursed for any payments made by the State: (i) that are not allowed under applicable laws, rules and regulations; or (ii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures.

#### [6.7 Liquidation Period](#)

The grant liquidation dates are as follows:

1. The grant liquidation date for the advanced 30% of the allocation is September 1, 2020.
2. The grant liquidation date for the remaining 70% reimbursable portion is September 1, 2020.

#### 6.8 Project Close Out

The State will close-out the grant award when it determines that all applicable administrative actions and all required work of the grant have been completed by the Grantee.

The Grantee must submit all financial, performance and other reports as required by the terms and conditions of this Grant Agreement.

The Grantee must promptly refund to OPB any balances of cash that the State paid in advance and that are not authorized to be retained by the Grantee for use in other projects.

### 8. Allocated Amount

Jurisdiction: Villa Rica city (pt.)

Advance Amount: \$252,179.75

Total Amount: \$840,599.15

### 9. Authorized User

The following list identifies the user(s) authorized to perform tasks in GeorgiaCARES on behalf of Grantee (Authorized User(s)). Any action carried out by an Authorized User in GeorgiaCARES is an action of the Grantee.

#### 1. Authorized User One – Authorized Representative of Grantee (Required)

Name:

Title:

Email:

Phone Number:

#### 2. Authorized User Two (Optional)

Name:

Title:

Email:

Phone Number:

**[EXHIBITS AND SIGNATURE PAGE FOLLOW]**



**EXHIBIT A**  
**Grantee Assurances**

As the duly authorized representative of the Grantee, I certify that the Grantee:

1. Has the legal authority to request grant payments from the State of Georgia for federal funds appropriated pursuant to Section 601 of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020), and the institutional, managerial and financial capability to ensure proper planning, management and completion of the project(s) contemplated by this application.
2. Shall give any and all federal or State officials and auditors, or their duly authorized representative or designee, access to and the right to examine all records, books, papers or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or awarding agency directives.
3. Shall carry out all activities and endeavors with strict adherence to the Code of Ethics for Government Service as established within Title 45, Chapter 10 and Section 1 of the Official Code of Georgia Annotated and shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Shall initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation and certain testing entities, 44 U.S.C. § 12101-12213; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101, *et seq.*), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) § 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601, *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this grant.
6. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. § 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333), regarding labor standards for federally assisted construction subagreements.
7. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or

whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

8. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 1501-1508 and 7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with federal funds.
9. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
10. Shall comply with all applicable federal, State and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the appropriate authority to ensure compliance with applicable laws and regulations, including: federal EHP regulations, laws and executive orders; the National Environmental Policy Act; the National Historic Preservation Act; the Endangered Species Act; and the executive orders on floodplains (Exec. Order 11988, 3 C.F.R. 117 (1977), wetlands (Exec. Order 11990, 3 C.F.R. 121 (1977) and environmental justice (Exec. Order 12898, 59 Fed. Reg. 7629 (Feb. 16, 1994)). Failure of the Grantee to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding.
11. Shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA, Exec. Order 11,738, 3 C.F.R. 799 (1971-1975).
12. Shall comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712 and 10 U.S.C. § 2324, and 41 U.S.C. §§ 4304 & 4310.
13. Shall comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. § 175-175c and comply with Exec. Order 13224, 60 Fed. Reg. 49079 (2001) and U.S. law prohibiting transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.
14. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition proposed 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.
15. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Exec. Order 11514, 3 C.F.R. 902 (1966-1970); (b) notification of violating facilities pursuant to Exec. Order 11738, 3 C.F.R. 799 (1971-1975); (c) protection of wetlands pursuant to Exec. Order 11990, 3 C.F.R. 121 (1977); (d) evaluation of flood hazards in floodplains in accordance with Exec. Order 11988, 3 C.F.R. 117 (1977); (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401, *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of

1973, as amended (P.L. 93-205).

16. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.
17. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Exec. Order 11593 3 C.F.R. 559 (1971-1975), (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1, *et seq.*).
18. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. § 2131, *et seq.*) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
19. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801, *et seq.*) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
20. Will comply with the requirements of Section 106(9) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) engaging in trafficking in persons during the period of time that the award is in effect (2) procuring a commercial sex act during the period of time that the award is in effect or (3) using forced labor in the performance of the award or subawards under the award.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 , "Audits of States, Local Governments, and Non-Profit Organizations."
23. Shall comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
24. Shall comply with all federal tax laws and is solely responsible for filing all required State and federal tax forms.
25. And its principals are eligible to participate and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, State or local governmental entity and it is not listed on a State or federal government's terrorism watch list as described in EO 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
26. Shall comply with all applicable federal and State Drug-Free Workplace laws and rules.
27. Shall comply with all applicable requirements of all other federal and State laws, executive orders, regulations and policies governing this program.

**EXHIBIT B**  
**Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and**  
**Drug-Free Workplace Requirements**

**1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 C.F.R. § 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 C.F.R. § 82, § 82.105 and 82.110, the applicant certifies that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- B. If any funds other than federal 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 this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

As required by Exec. Order 12549, 3 C.F.R. 189 (1986), Debarment and Suspension, and implemented at 34 C.F.R. § 85, for prospective participants in primary covered transactions, as defined at 34 C.F.R. § 85, § 85.105 and 85.110--

A. The Grantee certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false Statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the Statements in this certification, he or she shall attach an explanation to this application.

### **3. DRUG-FREE WORKPLACE (GRANTEE OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, § 85.605 and 85.610-

A. The Grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The Grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the Statement required by paragraph (a);

(d) Notifying the employee in the Statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the Statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying OPB, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- B. The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, State, zip code)

#### **4. DRUG-FREE WORKPLACE (GRANTEE WHO IS AN INDIVIDUAL)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. §§ 85, 85.605, and 85.610.

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to OPB. Notice shall include the identification number(s) of each affected grant.

By: Gil McDougal  
(Authorized Representative of Grantee)

Signature:

Title: Mayor

Date:

**EXHIBIT C**  
**Cares Act Coronavirus Relief Fund Eligibility Certification**

I, Gil McDougal (Print Name), am the Mayor (Title) of Villa Rica city (pt.) ("County"/"Municipality") and I certify that:

1. I have the authority on behalf of County/Municipality to request grant payments from the State for federal funds appropriated pursuant to Section 601 of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. I understand that the State will rely on this certification as a material representation in making grant payments to the County/Municipality.
3. I acknowledge that pursuant to Section 4.4 of this Agreement, County/Municipality must keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with Section 601(d) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of the Treasury's Inspector General, the Governor's Office of Planning and Budget, the Georgia Department of Audits and Accounts, the State of Georgia Office of Inspector General, and the Department of Community Affairs, or representative or designee.
5. I acknowledge that County/Municipality has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to deobligate or offset any duplicated benefits.
6. I acknowledge and agree that County/Municipality shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
7. I acknowledge that if County/Municipality has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the United States Department of the Treasury.
8. I acknowledge that the County/Municipality's proposed uses of the funds provided as grant payments from the State by federal appropriation under Section 601 of the Social Security Act will be used only to cover those costs that:
  - a. Are necessary expenditures incurred due to the public health emergency and governor's disaster declaration on March 14, 2020, as amended, with respect to the Coronavirus Disease 2019 (COVID-19);
  - b. Were not accounted for in the budget most recently approved as of March 27, 2020, for County/Municipality; and
  - c. Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

9. I acknowledge that County/Municipality is required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. § 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

By: Gil McDougal  
(Authorized Representative of Grantee)

Signature:

Title: Mayor

Date:

---



Please initial by each exhibit, acknowledging you have received them, understand them, and agree to abide by them.

Exhibit A – Grantee Assurances

Exhibit B – Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; And Drug-Free Workplace Requirements

Exhibit C – CARES Act Coronavirus Relief Fund Eligibility Certification

**By signing below the Grantee acknowledges acceptance of the Grant, all terms and conditions of this Grant Agreement, and all exhibits to this Grant Agreement, and agrees to abide by all such terms and conditions.**

By: Gil McDougal  
(Authorized Representative of Grantee)

Signature:

Title: Mayor

Date:

SIGNATURE PAGE



Agenda Item: _____

# CITY OF VILLA RICA

## City Council Meeting Agenda Item Cover Sheet

**SUBJECT:** Two-Year Extension to Website Hosting Agreement with Municipal One

**AGENDA DATE:** August 11, 2020

**DATE PREPARED:** July 31, 2020

**PREPARED BY:** Tom Barber

**AMOUNT:** \$615.00 per month

**GL ACCOUNT #:** 100-1535-523240

**FUNDING SOURCE:** General Fund

**BUDGETED ITEM?** Yes

---

**PURPOSE:** To approve a two-year extension to our current website hosting agreement with Municipal One.

**BACKGROUND:** Our look of our website needs to be refreshed. We currently use Municipal One for hosting and support services. With a two-year commitment we will receive an updated look that will be populated with our current information. Staff has spent a significant amount of time during 2020 reviewing and updating our website content to prepare for this transition.

**STAFF RECOMMENDATION:** Staff recommends approval.

**IMPACT:** This extension will provide an updated look to our website utilizing our existing data.

**MOTION:** I move that we authorize the Mayor to execute a website hosting and support agreement with Municipal One for \$615.00 per month.



***Website Hosting and License Agreement for the City of Villa Rica, Georgia***

**Client Name:** City of Villa Rica  
**Contact Name:** Alisa Doyal  
**Contact Title:** City Clerk  
**Address:** 571 W. Bankhead Highway, Villa Rica, GA 30180  
**Phone:** 678-840-1212  
**Email:** adoyal@villarica.org  
**Client Domain:** www.villarica.org

**1. Services Rendered**

The above-named client (referred to herein as "client") has engaged Municipal One LLC, a limited liability company in the state of Missouri, as an independent contractor for the purpose of updating the city's website to a new design template and providing access to the Municipal Content Management System, website hosting for up to 50 GB of data, one (1) annual SSL certificate, and technical support for the city's website for two (2) additional years. Client will receive a one-time update to a new design template within 90 days of contract signing.

**2. Additional Services**

Client may contract with Municipal One LLC for additional website design, programming, software, and training services as needed.

**3. Term and Payment**

Municipal One LLC will provide the hosting and support services outlined above through August 10, 2022. These services shall be billed at \$615 per month. Annual payments are due in advance each year on or before the 10th of August.

**4. License Agreement**

This Agreement is not a sale of the Municipal Content Management System and its associated applications and modules (the Proprietary System). Municipal One LLC agrees to provide the client with a revocable, non-transferable and non-exclusive account to access the Municipal Content Management System; and grants the client a revocable, non-sub licensable, non-transferable and non-exclusive right to use the Municipal Content Management System during the period of this agreement. The Municipal Content Management System is proprietary to Municipal One LLC, and protected by intellectual property laws and international intellectual property treaties. Client shall not license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make the Proprietary System available in any way to any person other than Client's employees; modify or make derivative works based upon the Proprietary System; create Internet links to the Proprietary System or mirror any functionality on any other server or wireless or Internet-based device; or reverse engineer or access the Proprietary System in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Proprietary System, or (c) copy any ideas, features, functions or graphics of the Proprietary System. Additional Terms of Use and Privacy Policies apply to some Municipal One services. The client's use of such services is subject to the terms as described within the applications and modules. The client's access to, and use of the Municipal Content Management System is licensed and not sold. Cancellation of client's annual contract with Municipal One LLC will result in the immediate termination of the client's Municipal Content Management System license as described above.

**5. Content Responsibility**

Client assumes full responsibility for website content maintenance and content administration. Client, not Municipal One LLC, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all content on the client's website.



***Website Hosting and License Agreement for the City of Villa Rica, Georgia***

**6. Liabilities**

Municipal One LLC will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client. Municipal One LLC does not warrant that the functions of the website will meet the Client's expectations of site traffic or resulting business. In no event will Municipal One LLC or its subcontractors be liable to the client or any third party for any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate these web pages, even if Municipal One LLC has been advised of the possibility of such damages.

**7. Force Majeure**

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of government, act of public enemy, or other cause beyond its control.

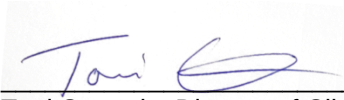
**8. Agreement Renewal or Termination**

Either party may terminate this Agreement at the end of the contract term by providing the other party with 60 days written notice prior to the contract renewal date of August 10, 2022. If neither party gives such notice prior to the end of the initial or any subsequent term, hosting and support services will automatically be renewed for one year at the then current rate. In the event of early termination by the client, full payment of any outstanding balance is due within 30 days of termination. Annual fees are non-refundable.

Undersigned hereby agree to the terms, conditions and stipulations of this agreement on behalf of his or her organization or business. This Agreement constitutes the entire understanding of the parties. Any changes or modifications thereto must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date indicated below:

_____  
City of Villa Rica, Georgia Title Date _____

  
_____  
Toni Oesterle, Director of Client Services, Municipal One LLC Date 7/8/2020



# CITY OF VILLA RICA

## City Council Packet

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**SUBJECT:** Adoption of the Villa Rica Zoning Ordinance and Official Zoning Map

**CITY COUNCIL AGENDA DATE:** August 11, 2020

**DATE:** July 27, 2020

**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

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**PURPOSE:** This is the adoption of the Villa Rica Zoning Ordinance and Official Zoning Map. The First Reading for the Ordinance was conducted on March 10, 2020. The public hearing was held on July 14, 2020. The adoption of the new Zoning Ordinance will start the clock on zoning appeals, which will be due within sixty (60) days of the adoption of the new Ordinance.

**BACKGROUND:** The City Council was provided with a summary of revisions to the redlined version of the zoning ordinance distributed in December 2019. Revisions were made and brought before the Planning Commission and City Council in January 2020. The First Reading of the Ordinance was conducted on March 10, 2020. The adoption of the Zoning Ordinance will also include the adoption of the Official Zoning Map, as Amended, Dated August 11, 2020. At the time this coversheet was drafted, we have been contacted by thirteen (13) property owners representing twenty-three (23) individual properties who are contesting the application of zoning onto their properties. We were able to make administrative adjustments to fifteen (15) properties based upon the recommendations from the Comprehensive Plan. We have Zoning Appeals from five (5) individuals representing eight (8) properties that will be forwarded to the Planning Commission within sixty (60) days after the adoption of the Zoning Ordinance and Zoning Map.

**STAFF RECOMMENDATION:** Adoption of the Villa Rica Zoning Ordinance and Official Zoning Map.

**IMPACT:** This is a procedural process in the adoption of the Villa Rica Zoning Ordinance and Official Zoning Map.

**MOTION:** Motion to adopt the Villa Rica Zoning Ordinance. Motion to adopt the Official Zoning Map for the City of Villa Rica. Property owners who have filed objections to the change in zoning for their property will have sixty (60) calendar days to file a Zoning Appeal. Appeals will be reviewed by the Planning Commission and referred to the City Council for a final determination of zoning.



# ARTICLE 3

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## Zoning

### City of Villa Rica, Georgia

571 W. Bankhead Highway  
Villa Rica, GA 30180

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

## Zoning Ordinance – Intent

Villa Rica is experiencing significant growth and urban expansion. If managed properly, we can benefit from this and use it to the community's advantage. Building on a belief in the benefits of a strong, growing, diverse, and balanced economy, Villa Rica will plan for healthy urban expansion. At the same time, we believe that the core values of small town and rural America are central to the community's quality of life. Through strong management of growth, the City of Villa Rica will maintain its traditional identity while enhancing its vital, progressive, and dynamic community.

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**CHAPTER I – IN GENERAL****Sec. 1.01 - TITLE**

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- 1) This Ordinance shall be known and may be cited and referred to as the “Zoning Ordinance of the City of Villa Rica, Georgia,” and shall be referred to as “this Ordinance.”

**Sec. 1.02 - PURPOSE**

---

- 1) This Ordinance is hereby enacted by the City of Villa Rica, Georgia, for the purpose of:
  - a) Promoting the public health, safety, comfort, and general welfare;
  - b) To conserve and protect property and property values;
  - c) To secure the most adequate and economical provisions for public improvement, paying due regard to with the Comprehensive Plan and any changes made thereto as reflected in the Zoning Map and documents and records of The City of Villa Rica for the desirable future development of the City; and
  - d) To provide a method of administration and to prescribe penalties for the violations of the provisions hereafter described: all as authorized by the provisions of the Chapters and the Sections applicable under the Georgia Code.

**Sec. 1.03 - TERRITORY UNDER THE ZONING ORDINANCE**

---

- 1) This Ordinance shall be effective in the incorporated areas of the City of Villa Rica, Georgia. Upon annexation of territory into the City of Villa Rica, the County zoning regulations then in effect on that territory shall become null and void.

**Sec. 1.04 - APPLICABILITY AND COMPLIANCE**

---

- 1) All buildings erected hereafter, all uses of land or buildings established hereafter, all structural alterations, changes in site or site flow, and relocation of existing buildings occurring hereafter, and all enlargements of or additions to existing legally conforming uses exceeding thirty-five percent (35%) of the existing site or structure occurring hereafter as determined by the Community Development Director (“Director”) shall be subject to all the regulations of this Zoning Ordinance as they apply to the zoning districts in which such buildings or uses of land shall be located.
- 2) This Ordinance shall not be construed as abating any action now pending under, or by virtue of, the prior existing zoning ordinance; or as discontinuing, abating, modifying, or altering any penalty accruing or about to accrue; or as affecting the liability of any person, firm, or corporation; or as waiving any right of the City of Villa Rica under any section or provision existing at the time of the effective date of this Ordinance; or as vacating or annulling any rights obtained by any person, firm, or corporation, by lawful action of the City, except as shall be expressly provided for in this Ordinance.
- 3) See also *Chapter III: Nonconformities*.

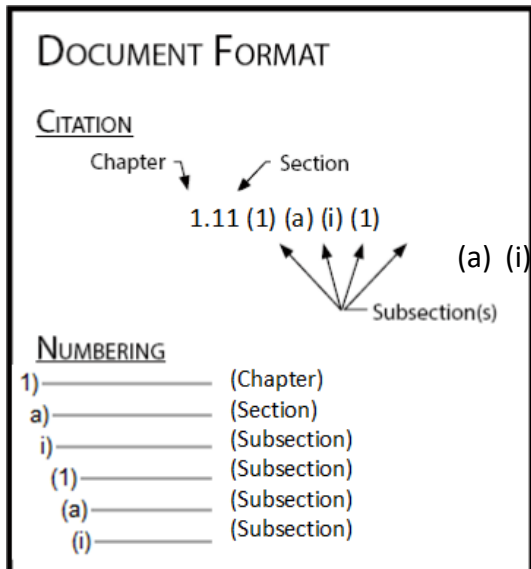
**Sec. 1.05 - TRANSITION RULES**

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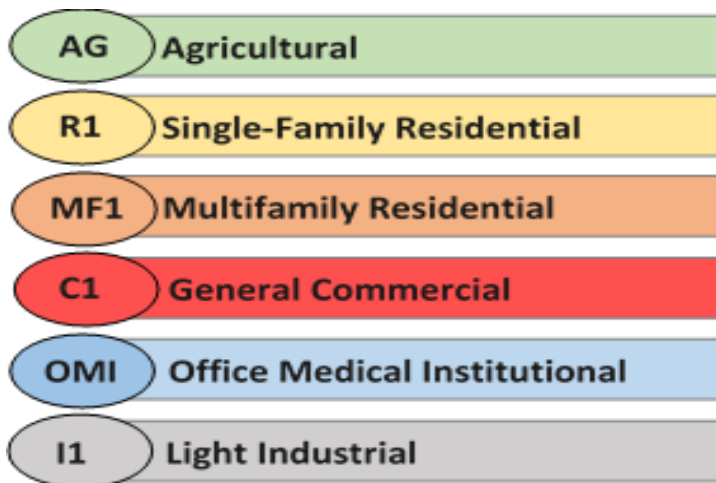
- 1) Any application that has been filed with the Planning & Zoning Commission or its designees and is full and complete, prior to the effective date of this Zoning Ordinance, shall be regulated by the terms and conditions of the Zoning Ordinance that was in place at the time of filing. However, all administrative procedures shall follow those set forth by this Zoning Ordinance.

**Sec. 1.06 - HOW TO USE THIS DOCUMENT**

- 1) **STRUCTURE.** The structure of the text of this Ordinance is as follows: Chapter (indicated by 1, etc.), Section (indicated by 1.1, etc.), and subsequent Subsections (indicated by a, i, etc.). Below is an example of this format:



- 2) **APPLICABLE DISTRICTS.** Zoning district designation identifiers are located in various places throughout the document. If one of these identifiers appears within a section, then that section will apply to the corresponding zoning district. Samples of district identifiers follow:

**Sec. 1.07 – INTERPRETATIONS**

- 1) In their interpretation and application, the provisions of this Ordinance shall be held to be minimum or maximum requirements, adopted for the promotion of the public health, safety, and the general welfare.

**Sec. 1.08 - INTERPRETATION OF TERMS OR WORDS**

- 1) For the purpose of this Ordinance, certain terms or words are defined, and the words or terms used shall be interpreted as follows:
  - a) The word “person” includes a firm, association, organization, partnership, trust, company, corporation or other legal entity, as well as an individual;
  - b) The present tense includes the future tense, the singular number includes the plural, and the plural number includes the singular;
  - c) The word “shall” is a mandatory requirement, the word “may” is a permissive requirement, and the word “should” is a preferred requirement.
  - d) The words “used” or “occupied” include the words “intended, designed, constructed, converted, altered or arranged to be used or occupied”; and
  - e) The word “lot” includes the words “plot, tract, or parcel.”

**Sec. 1.09 - ZONING MAP**

- 1) OFFICIAL ZONING MAP. The city is divided into zones or districts as shown on the Official Zoning Map as amended, which, together with all explanatory matter, is adopted by reference and declared to be a part of this Ordinance. See also *Section 11.05 – Zoning Map and Text Amendments*.
- 2) LOCATION AND MAINTENANCE OF THE OFFICIAL ZONING MAP.
  - a) Regardless of the existence of copies of the official Zoning Map which, from time to time may be published, the Official Zoning Map shall be located in the office of the Community Development department. It shall be the final authority as to the current zoning status of land and water areas in the city. Current copies may be obtained from the Community Development department.
  - b) The official Zoning Map may be maintained in electronic form, and depicted in various formats and scales as appropriate to the need, under the direction of the Community Development Director.
  - c) No changes of any nature shall be made on the Official Zoning Map or shown except in conformity with the procedures set forth in this Ordinance. Any unauthorized change of any kind by a person or persons shall be considered a violation of this Ordinance and punishable as provided under *Chapter XII – Violations and Enforcement*.
- 3) REPLACEMENT OF THE OFFICIAL ZONING MAP. In the event that the official Zoning Map becomes damaged, destroyed, lost or difficult to interpret because of the nature or number of changes and additions or loss of electronic information, the Villa Rica City Council may, by Resolution, adopt a new Official Zoning Map which shall supersede the prior Official Zoning Map. The new Official Zoning Map may correct drafting or other errors or omissions in the prior Official Zoning Map, but no correction shall have the effect of amending the original Official Zoning Map or any subsequent amendment.
- 4) RULES FOR INTERPRETATION OF DISTRICT BOUNDARIES. Where uncertainty exists with respect to the boundaries of districts as shown on the Official Zoning Map, the following rules shall apply:
  - a) Boundaries indicated as approximately following the center lines of thoroughfares or highways, street lines or highway right-of-way lines, or alleys shall be construed to follow the centerlines;
  - b) Boundaries indicated as approximately following platted lot lines shall be construed as following the lot line;
  - c) Boundaries indicated as approximately following city limits shall be construed as following the City Limits;

- d) Boundaries indicated as following railroad lines shall be construed to be midway between the main tracks;
- e) Boundaries indicated as approximately following the centerlines of streams, rivers, canals, lakes or other bodies of water shall be construed to follow the centerlines;
- f) Boundaries indicated as approximately following floodplain lines shall be construed to follow the floodplain lines;
- g) Boundaries indicated as parallel to or extensions of features indicated in the subsections above shall be so controlled. Distances not specifically indicated on the Official Zoning Map shall be determined by the scale of the map by the Community Development Director;
- h) Where physical features existing on the ground are at variance with those shown as the Official Zoning Map, or in other circumstances not covered by the subsections above, the Community Development Director shall interpret the boundaries. The Villa Rica City Council shall hear appeals to the decision of the Community Development Director; and
- i) When a zoning district boundary line divides a lot or parcel, the Director shall determine the applicable zoning district. The Director may require a rezone or replat of the site if any portion of a construction or development proposal overlaps two (2) or more zoning districts. The petitioner shall be responsible for filing the appropriate forms and for paying the appropriate filing fees to rezone or replat the lot or parcel. If a portion of a lot or parcel is in an overlay district, the entire lot or parcel shall be deemed as being within the overlay district.

#### **Sec. 1.10 - CONFLICT OF LAW**

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- 1) Whenever the regulations of this Ordinance require a greater width or size of setbacks or other open space, a lower height limit, greater percentage of lot to be left unoccupied, a lower density of development, a more restrictive use of land, or impose other higher standards than are required in any other lawfully adopted rules, regulations, ordinances, private deed restrictions or private covenants, these regulations shall govern.

#### **Sec. 1.11 - SEVERABILITY CLAUSE**

---

- 1) Should any section or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, that decision shall not affect the validity of the Zoning Ordinance as a whole, or any part other than the part declared to be unconstitutional or invalid.

#### **Sec. 1.12 - REPEAL OF CONFLICTING ORDINANCE**

---

- 1) All ordinances or parts of ordinances in conflict with this Zoning Ordinance or inconsistent with the provisions of this Ordinance are repealed to the extent necessary to give this Ordinance full force and effect.

#### **Sec. 1.13 - EFFECTIVE DATE**

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- 1) This Ordinance shall become effective from and after the date of its approval and adoption.



**CHAPTER II - ADMINISTRATION****Sec. 2.01 – ENFORCEMENT**

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- 1) The Director of the Community Development department, or his/her designee, shall effect proper administration and enforcement of this Zoning Ordinance. *See also Chapter XII: Violations and Enforcement.*

**Sec. 2.02 – PLANNING & ZONING COMMISSION**

---

- 1) ESTABLISHMENT OF THE PLANNING & ZONING COMMISSION.
  - a) The Planning & Zoning Commission of Villa Rica shall be reconstituted and re-established in conformance with the Municipal Code. The Community Development Director, or his/her designee, shall serve as staff to the Commission.
  - i) Responsibilities. The Planning & Zoning Commission shall act in an advisory capacity to the City Council. In addition to any duties, responsibilities, or powers enumerated by the Council by resolution, ordinance, or the Municipal Code, the responsibilities of the Planning & Zoning Commission shall include:
    - (1) Conduct public hearings and makes recommendations on plan amendments, planned unit development, subdivisions, site plans as applicable, and zoning amendments;
    - (2) Recommend changes and amendments to the Zoning Map and the Code text;
    - (3) Conduct hearings and make recommendations on comprehensive plan amendments; and
    - (4) Make recommendations upon all other items referred to it by the City Council.
  - ii) Public Hearing Procedures
    - (1) Rules of Procedure. The Planning & Zoning Commission may adopt rules of procedure consistent with the provisions of this Code.
- 2) NOTICE OF MEETINGS.
  - a) Publication of the notice of public hearing and notification of affected property owners shall be done in conformance with Article 2 of this Code. The meeting agenda shall be posted in the City Clerk's Office prior to the scheduled meeting.
  - b) The posting of a written notice for at least 24 hours at the place of regular meetings and giving of written or oral notice at least 24 hours in advance of the meeting to the legal organ in which notices of sheriff's sales are published in the county where regular meetings are held. Alternative notice may be provided to a newspaper having a general circulation. O.C.G.A. § 50-14-1(d).
  - c) The Agenda must provide for all matters expected to be considered O.C.G.A. § 50-14-1(e)(1).
  - d) Agenda shall be available upon request and posted at the meeting site, as far in advance of the meeting as reasonably possible, but not more than two weeks (14 days) prior. O.C.G.A. § 50-14-1(e)(1).
- 3) CONDUCT OF MEETINGS.
  - a) All meetings of the Planning & Zoning Commission shall be open to the public.
  - b) The Planning & Zoning Commission shall have a regularly scheduled meeting at least once a month, and more often if necessary, for the transaction of business.
- 4) MINUTES.
  - a) The Planning & Zoning Commission shall keep minutes of its proceedings, showing the vote of each member upon each question, or, if absent or failing to vote, indicating such fact, and shall keep records of its deliberations and other official actions.
  - b) The minutes shall be filed in the office of the Community Development Director.
- 5) CONFLICT OF INTEREST.



- a) A member of the Commission shall inform the Commission before the commencement of the public hearing, of any interest in the proposed action being reviewed by the Commission. The Commission Member shall not participate in any discussion or voting on any item for which the Commission Member or Commission Member's spouse, mother, father, children, siblings or in-laws has an interest.
- 6) QUORUM.
  - a) The Planning & Zoning Commission shall have a quorum present before considering any business. A quorum shall constitute a majority of the qualified members of the Commission. The affirmative vote of the majority of the members present shall be required before the Commission shall approve a recommendation, action or development request.
- 7) INVALIDITY OF A VOTE.
  - a) If a Commission member votes on a recommendation in which the Commission member has a conflict of interest, the member's vote shall be voided.
- 8) MEMBERSHIP.
  - a) Members of the Planning & Zoning Commission shall be appointed by the City Council of the City of Villa Rica. The Commission shall consist of five (5) members who reside or own property within the City limits of Villa Rica, Georgia and who shall be appointed for a three (3) year term, beginning on February 1st through January 31st of each year, or until their successors shall be appointed.
  - b) No member shall hold any elective public office within the City of Villa Rica. Unexpired terms shall be filled by the City Council. Members are removable for cause by the City Council upon written notice and after a public hearing.
  - c) Failure to attend three (3) out of four consecutive meetings or more shall be considered automatic resignation from the Planning & Zoning Commission. Upon resignation by other means, or other vacancies occurring in office, the Chairman or Secretary (Zoning Administrator) shall inform the City Council of such occurrence as promptly as possible, so that the Council may appoint a replacement to fill the unexpired term.
- 9) AUTHORITY.
  - a) The Planning & Zoning Commission ("Commission") is hereby authorized to perform those duties and functions specified in Georgia Planning Act (O.C.G.A. 45-12-200, et seq., and 50-8-1, et seq.) and other applicable sections of Georgia law and such other responsibilities as may be assigned to it from time to time by the Villa Rica City Council. For the purposes of this Zoning Ordinance, the duties of the Planning & Zoning Commission include:
    - i) Rules of Procedure. The Commission shall adopt written rules of procedure for the administration of the affairs of the Commission and its staff for filing, noticing and hearings. Refer to the Villa Rica Planning & Zoning Commission Rules of Procedures, as amended;
    - ii) Record Keeping. Maintain a complete record of all proceedings;
    - iii) Meeting Time and Records. Fix the time for holding regular meetings each month, or as necessary, keep minutes of all meetings, and maintain all minutes and records in the office of the Commission;
    - iv) Certification. Adopt a seal and certify all official acts;
    - v) Recommendations. Make recommendations to the participating legislative bodies concerning the adoption and amendment of the Comprehensive Plan, the Zoning Ordinance (including the Zoning Map), the Villa Rica Development Regulations, and Planned Unit Development district ordinances;

- vi) Decisions. Approve or deny plats, re-plats, and amendments to plats consistent with the Georgia Planning Act (O.C.G.A. 45-12-200, et seq., and 50-8-1, et seq.);
- vii) Surety. Assume responsibility for the custody and preservation of all Commission documents and papers;
- viii) Publications. Prepare, publish, and distribute reports, ordinances, and other material relating to the activities authorized by the Georgia Code;
- ix) Modification. The Planning & Zoning Commission may initiate modifications to the standards of this Zoning Ordinance.
  - (1) Modifications recommended by the Planning & Zoning Commission shall be subject to the approval of the City Council as a text amendment to the Zoning Ordinance.
- x) Other Duties. All additional duties as established by Georgia Code.

### Sec. 2.03 - COMMUNITY DEVELOPMENT DIRECTOR

- 1) **ENFORCEMENT**. The Director of the Community Development department (referred to as the “Director” for the purposes of this Ordinance), including his/her designee(s), will have the principal responsibility for the administration and enforcement of this Ordinance within the Planning & Zoning Commission’s planning jurisdiction. The authority to perform inspections, review applications, and issue permits may be delegated to other officials by the Director. In the performance of these functions, the Director and his/her appointed officials shall be responsible to the Planning & Zoning Commission and the Villa Rica City Council. The duties delegated by the Planning & Zoning Commission to the Director, or his/her designee shall include, but not be limited to the following.
- 2) **BASIC DUTIES**
  - a) Interpretation. Provide interpretation of the “City of Villa Rica Zoning Ordinance” when necessary and provide such technical and clerical assistance as the Planning & Zoning Commission and Villa Rica City Council may require.
  - b) Maintenance. Provide and maintain a public information service relative to all matters of the Planning & Zoning Commission and arising out of the “City of Villa Rica Zoning Ordinance.”
  - c) Land Disturbance Permits. Reviewing, approving, or disapproving all Land Disturbance Permits and keeping permanent records of applications made and actions taken;
  - d) Inspections. Conducting inspections of structures and properties to determine compliance with the requirements of this Ordinance and all approvals granted by the Planning & Zoning Commission, Villa Rica City Council, or other body (i.e. HPC) in the execution of its duties as established by this Ordinance and the Georgia Code;
  - e) Record Keeping. Maintaining permanent and current records documenting the application of this Ordinance including, but not limited to, all maps, amendments, Special Exceptions, variances, and appeals;
  - f) Planning & Zoning Commission Applications. Receiving, processing, docketing, and referring to the Planning & Zoning Commission all appropriate applications and other matters upon which it is authorized to act under this Ordinance and Georgia Code;
  - g) Villa Rica City Council Applications. Receiving, processing, docketing, and referring to the Villa Rica City Council all appeals, variances, and Special Exceptions;

- h) Administrative and Plat Committee. Receiving, processing, docketing, and referring all appropriate applications;
- i) Clerical & Technical Assistance. Providing all such clerical and technical assistance as may be required by the Villa Rica City Council, Planning & Zoning Commission, Legislative Bodies, or other body in the execution of its duties as established by this Ordinance and Georgia Code.
- j) Provide Information. Provide information to the Planning & Zoning Commission and the Villa Rica City Council and maintain permanent and current records arising from the administration of the “City of Villa Rica Zoning Ordinance,” including but not limited to, all maps, amendments, Improvement Land Disturbance Permits, Certificates of Occupancy, Certificates of Completion, Variances, Special Exceptions and appeals, and applications thereof, and records of hearings thereon.
- k) Planning and Zoning Commission Recommendations. The Director, or his designee, shall report the actions and recommendations of the Planning and Zoning Commission to the City Council at the time those recommendations are made to the council.
- l) Research and Analysis. Conduct research and collect and analyze, on a continuing basis, all pertinent data on the growth and development of the city in order to provide a foundation for a planning program.
- m) Fee Schedule. The Director shall maintain a schedule of fees for all applications, permits, and other processes outlined in this Ordinance.
  - i) Fee Basis. All fees shall be intended to reimburse the City for the time and cost of processing the required materials. In no instance shall a fee be used as a means of discouraging or encouraging any particular types of applications.
  - ii) Public Access. The fee schedule shall be made available to the public by the Director.
  - iii) Establishment and Revisions. The fee schedule shall be prepared by the Director and adopted by the Villa Rica City Council as applicable.
  - iv) Payment Required. Until all applicable fees have been paid in full, no action shall be taken on any application or petition.
  - v) Fines for Failing to Obtain a Permit. The Director may require any person who initiates construction of a structure or the alteration of land prior to obtaining any required permit to pay up to three (3) times the amount of the normal permit fee listed on the fee schedule as a penalty. In addition to any other enforcement action, the Director may recover a reasonable attorney fee incurred in the enforcement of any provision of this Ordinance.
- n) Schedule of Meeting and Filing Dates. The Director shall maintain an annual Calendar of Meeting and Filing Dates for the Planning & Zoning Commission, Villa Rica City Council, and other established advisory/review committees. The existence of this calendar shall not be interpreted as prohibiting special meetings of the Committees, Commission, or Council.
  - i) Coordination of Calendars. The calendars of the Administrative and Plat Committee, other established advisory/review committees, and Planning & Zoning Commission shall be coordinated to ensure the efficient processing of applications.
  - ii) Conformance with Georgia Code. All meeting and filing dates shall be based on the requirements of this Ordinance and the laws of the State of Georgia.
  - iii) Approval of Dates. The Calendar of Meeting and Filing Dates shall be prepared by the Director and approved by the Planning & Zoning Commission and Villa Rica City Council (the Planning &

Zoning Commission shall be responsible for approving a coordinated calendar for the Administrative and Plat Committee or other advisory/review committees). The calendar of meeting and filing dates shall be reviewed and updated annually by the Director.

- 3) **APPEALING A DECISION OF THE DIRECTOR.** Recourse from the decision of the Director shall be to the Villa Rica City Council on matters pertaining to zoning and shall be made in accordance with *Section 12.9 – Administrative Appeals Procedure* and the Villa Rica City Council Rules of Procedure. Recourse from the decision of the Villa Rica City Council shall be to the courts as provided by law.
  - a) Exception. Recourse from the decision of the Director regarding administrative review of Development Plans shall be appealed to the Planning & Zoning Commission.

#### Sec. 2.04 - VILLA RICA CITY COUNCIL

- 1) **VILLA RICA CITY COUNCIL ESTABLISHMENT AND PROCEDURES**
  - a) Refer to O.C.G.A. 45-12-200, et seq. and the City of Villa Rica City Council Rules of Procedure, as amended, for regulations and rules. The intent of this Section is not to establish the validity of the City Council, but to empower the City Council as the body of adjudication on appeals of the Zoning Ordinance, zoning processes, and/or decisions of the Community Development Director on matters of zoning appeal.
- 2) **DUTIES OF THE VILLA RICA CITY COUNCIL**
  - a) For the purpose of this Ordinance the Council has the following specific responsibilities:
    - i) Development Standards Variances.
      - (1) The Villa Rica City Council shall approve or deny variances from the development standards (such as height, bulk, or area) of the Zoning Ordinance in accordance with the Georgia Planning Act (O.C.G.A. 36-66-1, et seq.; 36-67-1, et seq.; and, 36-67A-1, et seq.). A variance may be approved only upon a determination in writing that:
        - (a) the approval will not be injurious to the public health, safety, morals, and general welfare of the community;
        - (b) the use and value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner; and
        - (c) the strict application of the terms of the Zoning Ordinance will result in practical difficulties in the use of the property.
      - (2) Variance procedures can be found in *Chapter XI: Petitions, Permits, and Procedures* and the Villa Rica City Council Rules of Procedure.
    - ii) Appeals. The Villa Rica City Council shall hear and determine all appeals from any decision or action in the administration or enforcement of the Zoning Ordinance. The Villa Rica City Council shall hear and determine all appeals from the refusal to issue permits. The Council may decide appeals by reversing or affirming, wholly or in part, or by modifying such decision, action or refusal.
    - iii) Special Exceptions. To grant, approve or deny all Special Exception permits as specified in each zoning district and under the procedures per *Section 11.09 – Special Exception Procedure* and the Villa Rica City Council Rules of Procedure.

- iv) Rezoning. To grant, approve or deny all petitions for rezoning as specified in each zoning district and under the procedures per Chapter XI: Petitions, Permits, and Procedures and the Villa Rica City Council Rules of Procedure.
  - v) Annexation. Georgia's Zoning Procedures Act (ZPA), O.C.G.A. 36-66, defines a "zoning decision" as, among other things, "The adoption of an amendment to a zoning ordinance by a municipal local government which zones property to be annexed into the municipality." Thus, adopting any zoning on an annexed property is subject to the ZPA.
  - vi) Comprehensive Plan Amendments. Amendments to the Comprehensive Plan can be initiated by the City Council as an annual update or for specific purposes, including the annexation of property into the city and modifications to the Future Development Map, under the procedures per Chapter XI: Petitions, Permits, and Procedures.
  - vii) Zoning Text Amendments. City staff, the Planning Commission, and the City Council can initiate a text amendment in whole or in part of the Villa Rica Zoning Ordinance. Procedures are subject to the requirements outlined in Chapter XI: Petitions, Permits, and subject the requirements of Georgia's Zoning Procedures Act. O.C.G.A. 36-66, and are subject to the final approval of the City Council.
  - viii) Final Plat. The City Council shall have the authority approve, approve with conditions, or deny a Final Plat that includes the dedication of public streets and infrastructure, and on matters associated with Written Commitments or the satisfaction of Conditions of Zoning adopted by the City Council.
  - ix) Rezoning. To grant, approve or deny all petitions for rezoning as specified in each zoning district and under the procedures per *Chapter XI: Petitions, Permits, and Procedures* and the Villa Rica City Council Rules of Procedure.
  - x) Annexation. The Zoning Procedures Law defines a "zoning decision" as, among other things, "The adoption of an amendment to a zoning ordinance by a municipal local government which zones property to be annexed into the municipality." Thus, adopting any zoning on an annexed property is subject to the ZPL.
  - xi) Comprehensive Plan Amendments. Amendments to the Comprehensive Plan can be initiated by the City Council as an annual update or for specific purposes, including the annexation of property into the city and modifications to the Future Development Map, under the procedures per *Chapter XI: Petitions, Permits, and Procedures*.
  - xii) Text Amendments. City staff, the Planning Commission, and the City Council can initiate a text amendment in whole or in part of the Villa Rica Zoning Ordinance. Procedures are subject to the requirements outlined in *Chapter XI: Petitions, Permits*, and subject the requirements of *Georgia Zoning Procedures Act (O.C.G.A 36-66)*, and are subject to the final approval of the City Council.
  - xiii) Final Plat. The City Council shall have the authority approve, approve with conditions, or deny a Final Plat that includes the dedication of public streets and infrastructure.
- 3) SUPPLEMENTARY CONDITIONS OF APPROVAL
- a) In granting any appeal or variance, the Villa Rica City Council may prescribe appropriate conditions of approval in conformity with this Ordinance. Violation of the conditions, when made a part of the terms under which the appeal or variance is granted, shall be deemed a violation of this Ordinance and punishable under *Chapter XII: Violations and Enforcement*.

## CHAPTER III - NONCONFORMITIES

### Sec. 3.01- INTENT

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- 1) This Ordinance allows legally established nonconforming uses based on the fact that within the districts established by this Ordinance or amendments that may later be adopted there exist lots, uses of land, structures, and uses of structures and land in combination which were lawful before this Ordinance was passed and amended, but which would be prohibited, regulated, or restricted under the terms of this Ordinance or future amendments; and
- 2) It is the intent of this Ordinance to permit legally established nonconforming uses, buildings, sites, and structures to continue until they are removed, abandoned, or fully conform with this Ordinance, but not to encourage their survival in nonconforming status. It is further the intent of this Ordinance that legal nonconforming uses shall not be enlarged upon, expanded or extended, nor be used as grounds for adding other structures or uses prohibited elsewhere in the same district without approval from the Villa Rica City Council in accordance with *Section 2.04 – Villa Rica City Council*, in this Article.

### Sec. 3.02 - NONCONFORMING STATUS

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- 1) The determination of status of Illegal Nonconforming and Legal Nonconforming (“Grandfathered”) uses, buildings, structures, or lots shall be based on the definition for each type of nonconforming use as they appear in *Chapter XIII: Definitions*.
  - a) **Illegal Nonconforming.** An illegal nonconforming use, structure, or lot shall be subject to actions and penalties allowed by this Ordinance and shall be altered to conform with all applicable standards and regulations of this Ordinance and all other applicable City ordinances.
  - b) **Legal Nonconforming (“Grandfathered”).** Legal nonconforming differs from illegal nonconforming in that the reason for the nonconformance is caused by the enactment of a Zoning Ordinance or a change to a Zoning Ordinance (including the official Zoning Map). Legally established nonconforming use of structures and/or land may continue operation or use in conformance with this Chapter.

### Sec. 3.03 - INCOMPATIBILITY OF A NONCONFORMING USE

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- 1) Legally established nonconforming uses are declared by this Ordinance to be incompatible with permitted uses in the districts in which the use is located. A legally established nonconforming use of a structure, a nonconforming use of land, or a nonconforming use of a structure and land in combination shall not be extended, expanded or enlarged after passage of this Ordinance.

### Sec. 3.04 AVOIDANCE OF UNDUE HARDSHIP

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- 1) Nothing in this Ordinance shall be deemed to require a change in the plans, construction, or designated use of any building on which actual construction was lawfully begun prior to the effective date of adoption or amendment of this Ordinance and upon which actual building construction has been carried on diligently.

**Sec. 3.05 - NONCONFORMING LOT OF RECORD**

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- 1) Any legally established lot, as defined by this Ordinance, having less than the required minimum lot area or minimum lot width and frontage required by the applicable zoning district regulations of this Ordinance, may be deemed to be an exception to such minimum lot area or minimum lot width and frontage. This provision may apply even though such lots fail to meet the requirements for area, width, frontage, or any combination required by the applicable zoning district regulations of this Ordinance.
- 2) All other development standards for the applicable zoning district must be met unless property is determined to be an infill development.

**Sec. 3.06 - NONCONFORMING USE OF LAND**

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- 1) Where, at the time of adoption of this Ordinance, lawful uses of land exist which would not be permitted by the regulations imposed by this Ordinance, the uses may be continued so long as they remain otherwise lawful, provided:
  - a) a nonconforming use shall not be enlarged or increased, nor extended to occupy a greater area of land than was occupied at the effective date of adoption or amendment of this Ordinance;
  - b) a nonconforming use shall not be moved in whole or in part to any portion of the lot other than that occupied by the uses at the effective date of adoption or amendment of this Ordinance;
  - c) a nonconforming use may be extended throughout any parts of an existing structure which was plainly arranged or designed for such use at the effective date of this Ordinance or its subsequent amendments, but no such use shall be extended to occupy land outside of the structure;
  - d) if a nonconforming use of land is discontinued or abandoned for more than one (1) year, the subsequent use of the land shall conform to the regulations specified by this Ordinance for the zoning district in which the land is located; and
  - e) no additional building or structure not conforming to the requirements of this Ordinance shall be erected in connection with a nonconforming use of land.

**Sec. 3.07 - NONCONFORMING BUILDING OR STRUCTURE**

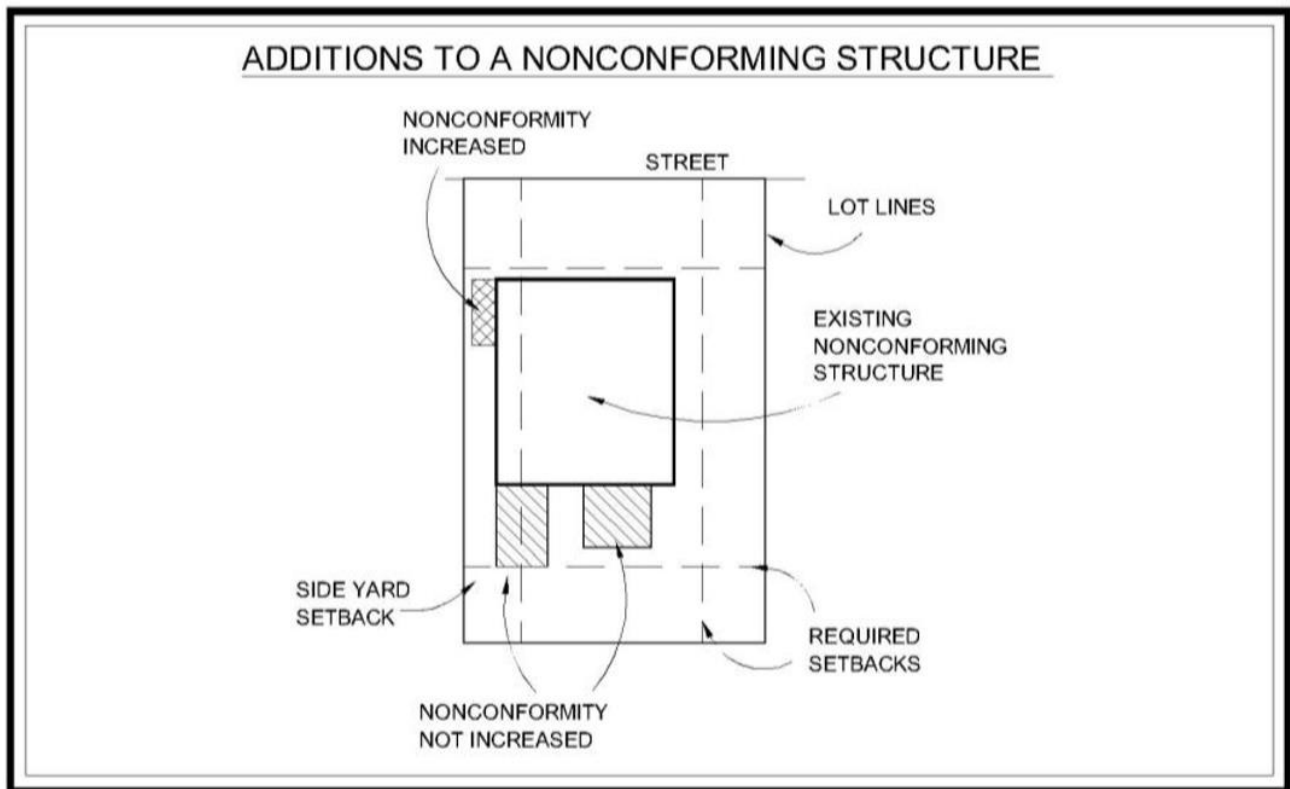
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- 1) CONTINUANCE OF LEGAL NONCONFORMING USE/STRUCTURE. Where a lawful building or structure exists, at the effective date of adoption or amendment of this Ordinance, that could not be built under the terms of this Ordinance by reason of restrictions on area, lot coverage, height, yards, location on the lot, bulk, or other requirements concerning the building or structure, the building or structure may remain so long as it remains otherwise lawful, subject to the following provisions:
  - a) A nonconforming building or structure may not be enlarged or altered in a way which increases its nonconformity, but any building or structure may be altered to decrease its nonconformity;
  - b) Any nonconforming building or use which is damaged or destroyed, by fire, explosion, or Act of God, may be restored or replaced to the extent of its existence immediately prior to such damage or destruction, provided that required permits for such restoration or replacement are secured, work on restoration or replacement is initiated within a period of one year (12 months) from the date of the damage or destruction, and such restoration or replacement complies with any nuisance abatement requirements. In addition, with the exception of single-family detached dwellings, such restoration or replacement shall comply with current building, architectural, and zoning code structural and dimensional requirements; and



- c) If a nonconforming building or structure is altered or moved for any reason for any distance or replaced, it shall thereafter conform to the regulations for the zoning district in which it is located and the discontinued legal nonconforming features shall not be resumed.
- 2) EXCEPTION. A legal nonconforming single-family or two-family residence and/or its accessory structures which are located in a non-residential zoning district, but within an area that has developed primarily as a residential neighborhood, may be expanded and the expansion shall be for the purpose of continuing the residential use of the property. The residential structure shall comply with the current setbacks required in the zoning district which most resembles the existing residential development in the area.
  - a) Any nonconforming structure or portion of a non-conforming structure may be altered to decrease its non-conformity, or in a way that neither increases nor decreases the non-conformity.

Figure 3.1: Additions to a Nonconforming Structure





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**Sec. 3.08 - REPAIR AND MAINTENANCE**

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- 1) On any legally established building or structure, or portion of a building or structure, or a building or structure containing a legally established nonconforming use, work may be done on ordinary repairs, or on repair or replacement of bearing and non-bearing walls, fixtures, wiring, or plumbing, provided that the cubic area existing when it became nonconforming shall not be increased. Nothing in this section shall be deemed to prevent the strengthening or restoring to a safe condition of any building or structure or portion of any building or structure declared to be unsafe by any official charged with protecting the public safety, upon order of such official.
- 2) If a legally established building or structure or portion of a building or structure or a building or structure containing a legally established nonconforming use becomes unsafe or unlawful by reason of physical condition and is razed, such building or structure shall not thereafter be rebuilt or used except in conformity with the regulations of the zoning district in which it is located.

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**Sec. 3.09 – RESTORATION OF A DESTROYED NONCONFORMING USE**

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- 1) 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.

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**Sec. 3.10 - DETERMINATION OF A NONCONFORMING USE**

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- 1) In circumstances where there is question whether or not a legal nonconforming use exists, it shall be decided by the Community Development Director.

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**Sec. 3.11 – TRANSITIONAL USES IN MIXED-USE DISTRICTS**

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- 1) In the Commercial Mixed Use (CMU) zoning district, existing single-family residential structures may continue to function as legally nonconforming uses under *Chapter III - Nonconformities* of this ordinance, except where said structures have not been occupied or established as a vested right at the adoption of this ordinance.
  - a) At no time shall an established single-family residential structure be subdivided so as to increase the number of residential units in said structure.
- 2) Structures originally constructed for single-family residential use, may be converted to a neighborhood commercial use in *Table 4.3: Permitted and Conditional Uses*, subject to commercial building codes and off-street parking requirements for specific development types.
- 3) Structures originally developed as single-family residential uses, and converted to a commercial use, may be restored to a single-family residential use so long as applicable residential building codes have been met.
- 4) Structures developed for commercial use shall not be converted to a residential use, except for a commercial/residential mixed-use conversion, where residential living space is located above a commercial use at street-level.

## CHAPTER IV – ZONING DISTRICTS

## Sec. 4.01 - ESTABLISHMENT OF DISTRICTS

- 1) ZONING DISTRICTS ESTABLISHED. the following zoning districts are established:

a) Agricultural Districts

- i) “AG” Agricultural Residential District

b) Residential Districts

- i) “R1” Low-Density Single-Family Residential District  
 ii) “R2” Medium-Density Single-Family Residential District  
 iii) “SFA” Single-Family Attached Residential District  
 iv) “MF1” Low-Density Multi-Family Residential District  
 v) “MF2” Medium-Density Multi-Family Residential District

c) Commercial Districts

- i) “CBD”, Central Business District  
 ii) “CMU” Commercial Mixed Use District  
 iii) “C1” Low-Density Commercial District  
 iv) “C2” Medium-Density Commercial District  
 v) “OMI” Office Medical Institutional (Planned/Flex Business District)

d) Industrial Districts

- i) “I1” Low-Density Industrial District  
 ii) “I2” Medium-Density Industrial District

- 2) PLANNED UNIT DEVELOPMENT (PUD) DISTRICT ESTABLISHED. The PUD District is hereby established. This ordinance allows for any zoning district(s) to be rezoned for the creation of a PUD. All PUDs shall be consistent with the requirements of *Chapter VI: Planned Unit Developments*.
- 3) SUBDIVISION OF LAND. The subdivision of land in every zoning district shall be consistent with the provision and requirement of the City of Villa Rica Subdivision Control ordinance, as amended.

**Table 4.1: Agricultural and Residential Transitional Districts**

Previously Established Zoning District	Newly Established Zoning District
RD	AG
R-20	R1, R2
RT	SFA
R-14	MF1, MF2

**Table 4.2: Non-Residential/Non-Agricultural Transitional Districts**

Previously Established Zoning District	Newly Established Zoning District
DT	CBD
NC	CMU
DO-CBD	CBD
DO-CMU	CMU
DO-COM	CMU
DO-MFR	MF1, MF2
DO-SFR	R2
GC	C1
HC	C2
OI	OMI
LI	I1
GI	I2
PD	PUD
WRD	(Removed)
FH	(Removed)

## Sec. 4.02 - ZONING DISTRICT TRANSITION

- 1) The zoning districts, as established by this ordinance, differ from previously established zoning districts in the City of Villa Rica Zoning Ordinance dated 2006. Each of the districts has either been combined with other districts, removed, remains the same, or is a newly added district. *Table 4.1: Agricultural and Residential Transitional Districts* and *Table 4.2: Non-Residential/ Nonagricultural Transitional Districts* shall apply for all district interpretations regarding previously and newly established zoning districts.

**Sec. 4.03 – PERMITTED AND SPECIAL EXCEPTION USES****1) Permitted and Special Exception Use Table**

- a) Within *Table 4.3: Permitted and Special Exception Land Uses*, specific uses located in the left column are designated as either Permitted Uses, Permitted with Conditions, and Permitted by Special Exception (Conditional Use). If there is no designation, the use is not permitted within that district.
- b) A Development Plan may be required as per *Section 11.03 – Development Plan Review and Approval*.

**2) USE CLASSIFICATIONS**

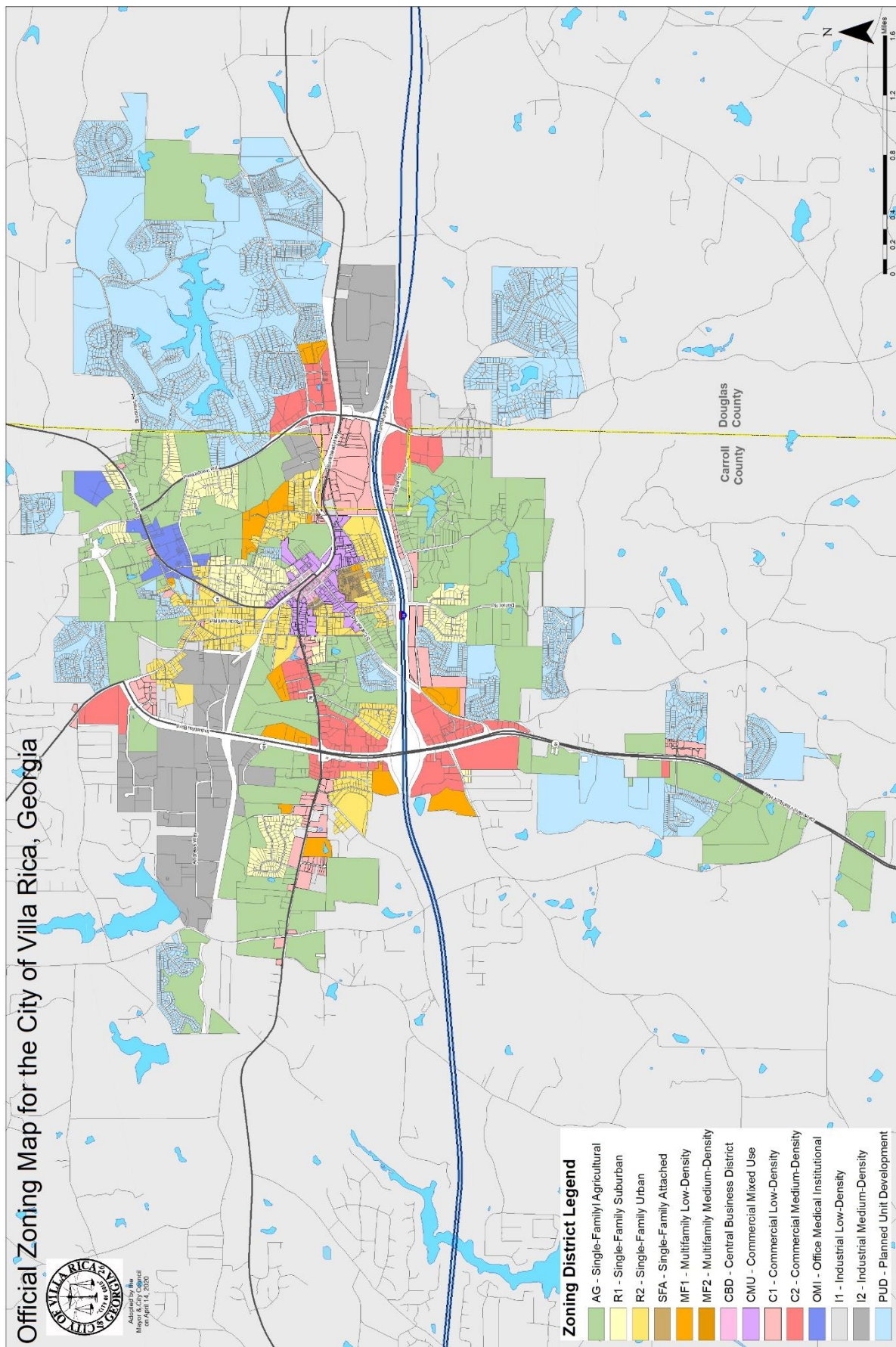
- a) Permitted uses. Permitted uses are those uses allowed without special permission of the Villa Rica City Council, given that they follow the standards and requirements set forth in this ordinance.
- b) Special Exceptions. Special Exceptions are those uses that, because of potential incompatibility and negative impact on surrounding land uses, require additional review in order to determine compliance with City of Villa Rica standards and to determine their suitability in a given location. In order to achieve balance between the public benefit and the local impact, Special Exceptions are only permitted following a public hearing and approval by the Villa Rica City Council, as per *Section 2.04 – Villa Rica City Council* and *Section 11.09 – Special Exception Procedure*.
- c) Unlisted or Questionable Land Uses. Any use listed within *Section 4.03 – Permitted and Special Exception* uses but not designated as either permitted or Special Exception within a specific zoning district on the table shall be not permitted within the specific zoning district. If a use is not listed on the table, the requirements of the most similar use may be imposed according to a determination by the Director. This determination may be appealed to the Villa Rica City Council consistent with the provisions of *Section 11.11 – Administrative Appeals Procedure* for Administrative Appeal Applications.

3) **USES PERMITTED PER LOT.** Only one (1) principal use (whether a permitted or Special Exception use) of a lot shall be permitted. All other uses occurring on a lot shall be accessory to or a subordinate component of the principal use (e.g. a shopping center would be considered the principal use).

4) **ACCESSORY USES.** Accessory uses and structures shall be incidental to, and commonly associated with the operation of, the principal use of the lot. Accessory use standards and requirements are listed in *Sec. 8.02 – Accessory Structure and Use Standards*.

Figure 4.1: Establishment of New Zoning Districts

Zoning District	Purpose (Single-Family Density: Unit: Lot Size)
AG	Agricultural (Residential, Sewer: 1:25,000sf, Septic 1:40,000sf)
R1	Low-Density Single-Family Residential (1:15,000sf)
R2	Medium Density Single-Family Residential (1:8,500sf)
SFA	Single-Family Attached (1:2,500sf - 10,000sf Min Lot)
MF1	Multi-Family Residential (1:5,000sf - 1 AC Min Lot)
MF2	Multi-Family Residential (1:2,250sf - 5 AC Min Lot)
CBD	Central Business District (Over 1st Story Residential 2:1 FAR)
CMU	Commercial Mixed Use
C1	Low-Density Commercial
C2	Medium-Density Commercial
OMI	Office Medical Institutional
I1	Low-Density Industrial
I2	Medium-Density Industrial
PUD	Planned Unit Development



This map is for illustration purposes only. The Official Zoning Map for the City of Villa Rica is held in the City Clerk's Office.



Table 4.3: Permitted and Conditional Land Uses ¹	ZONING DISTRICTS												
	RESIDENTIAL						COMMERCIAL					INDUSTRIAL	
	AG	R1	R2	SFA	MF1	MF2	CBD	CMU	C1	C2	OMI	I1	I2
● = Permitted Use Ⓢ = Special Exception Required													
<b>Agricultural</b>													
<b>Low Intensity Uses</b>													
agricultural use, low intensity	●	-	-	-	-	-	-	-	-	-	-	-	-
<b>Medium Intensity Uses</b>													
agricultural chemical sales, distribution, & storage	-	-	-	-	-	-	-	-	-	-	-	-	●
agricultural entertainment	●	-	-	-	-	-	-	-	-	-	-	-	-
agricultural processing, minor	●	-	-	-	-	-	-	-	-	-	-	-	-
animal boarding/stables (excluding kennels) ²	Ⓢ	-	-	-	-	-	-	-	-	-	-	-	-
farm equipment sales and service	-	-	-	-	-	-	-	-	-	Ⓢ	-	-	-
farmer's market	-	-	-	-	-	-	Ⓢ	Ⓢ	-	-	-	-	-
greenhouse (on-site plant sales)	●	-	-	-	-	-	-	-	-	-	-	-	-
winery	●	-	-	-	-	-	-	-	-	-	-	-	-
<b>Residential</b>													
bed and breakfast establishments	Ⓢ	-	-	-	-	-	-	Ⓢ	-	-	-	-	-
boarding house	Ⓢ	-	-	-	-	-	-	-	-	-	-	-	-
day care home: small (1-6 enrollees)	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	-	-	-	-	-	-	-
day care home: large (7 or more enrollees)	-	-	-	-	-	Ⓢ	-	Ⓢ	Ⓢ	-	-	-	-
dwelling, accessory apartment	●	●	●	-	-	-	-	-	-	-	-	-	-
dwelling, multi-family	-	-	-	●	●	●	-	-	-	-	-	-	-
dwelling, part of mixed-use structure	-	-	-	-	-	-	●	●	-	-	-	-	-
dwelling, single-family	●	●	●	-	-	-	-	-	-	-	-	-	-
dwelling, two-family	-	-	-	●	●	-	-	-	-	-	-	-	-
personal care home, family (4-6 residents)	●	Ⓢ	Ⓢ	-	-	-	-	Ⓢ	-	-	-	-	-
personal care home, group (7-16 residents)	Ⓢ	Ⓢ	-	-	-	-	-	Ⓢ	-	-	●	-	-
personal care home, congregate (17+ residents)	Ⓢ	-	-	-	-	-	-	-	-	-	●	-	-
home business	●	●	-	-	-	-	-	-	-	-	-	-	-
home occupation	●	●	●	●	●	●	-	Ⓢ	-	-	-	-	-
kennel, private	Ⓢ	-	-	-	-	-	-	-	-	-	-	-	-
independent living facility for seniors	-	-	-	-	-	●	-	-	-	-	●	-	-
nursing home, assisted living, or retirement facility	-	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	-	-	-	-	●	-	-
<b>Communications / Utilities</b>													
essential services, minor	●	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	●	●	●	●	●	●
essential services, major	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	●	●	●	●	●
solar farms and wind energy conversion systems, noncommercial	Ⓢ	-	-	-	-	-	-	-	-	-	-	-	Ⓢ
wireless communications facilities	Ⓢ	-	-	-	-	-	-	-	-	-	-	-	Ⓢ

¹ In addition to permitted uses listed here, any other use that supports the purpose of this Ordinance, as determined by the Planning Commission, is permitted.

² Special exception required if outside runs exist

Table 4.3: Permitted and Conditional Land Uses ¹	ZONING DISTRICTS												
	RESIDENTIAL						COMMERCIAL					INDUSTRIAL	
	AG	R1	R2	SFA	MF1	MF2	CBD	CMU	C1	C2	OMI	I1	I2
● = Permitted Use Ⓢ = Special Exception Required													
<b>Institutional</b>													
<b>Education</b>													
educational inst, excluding p-12, public	Ⓢ	Ⓢ	Ⓢ	-	-	-	-	-	-	●	-	-	-
educational inst, p-12 only, public	Ⓢ	Ⓢ	Ⓢ	-	-	-	-	-	-	●	-	-	-
educational inst, excluding p-12, private	Ⓢ	Ⓢ	Ⓢ	-	-	-	-	-	-	●	-	-	-
educational inst, p-12 only, private	Ⓢ	Ⓢ	Ⓢ	-	-	-	-	-	-	●	-	-	-
<b>Transportation</b>													
bus/train terminal	-	-	-	-	-	-	Ⓢ	Ⓢ	-	●	●	-	-
parking lot or structure (as a primary use)	-	-	-	-	-	-	-	-	-	●	●	-	-
<b>Other</b>													
animal shelter	-	-	-	-	-	-	-	-	-	-	-	●	-
cemeteries	Ⓢ	Ⓢ	Ⓢ	-	-	-	-	-	-	-	-	-	-
clinic	-	-	-	-	-	-	-	●	●	●	●	-	-
community center	Ⓢ	Ⓢ	Ⓢ	-	-	-	-	●	●	●	●	-	-
funeral home / mortuary / crematory	-	-	-	-	-	-	-	Ⓢ	Ⓢ	-	-	-	-
health care facilities, medical and emergency	-	-	-	-	-	-	-	Ⓢ	●	●	●	-	-
lodge or private club	Ⓢ	Ⓢ	Ⓢ	-	-	-	●	●	●	●	-	-	-
places of worship	Ⓢ	Ⓢ	Ⓢ	-	-	-	-	Ⓢ	Ⓢ	-	-	-	-
publicly-owned buildings and facilities	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	●	●	●	●	●	●	●
<b>Parks &amp; Recreation</b>													
campground / rv park	Ⓢ	-	-	-	-	-	-	-	-	●	-	-	-
driving range (as a primary use)	Ⓢ	-	-	-	-	-	-	-	-	-	-	-	-
golf course	Ⓢ	Ⓢ	Ⓢ	-	-	-	-	-	●	-	-	-	-
nature preserve	●	●	●	●	●	●	●	●	●	●	●	●	●
recreation (active)	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	-	-	-	-	-	-	-
recreation (passive)	●	●	●	●	●	●	●	●	-	-	-	-	-

¹ In addition to permitted uses listed here, any other use that supports the purpose of this Ordinance, as determined by the Planning Commission, is permitted.

Table 4.3: Permitted and Conditional Land Uses ¹	ZONING DISTRICTS												
	RESIDENTIAL						COMMERCIAL					INDUSTRIAL	
	AG	R1	R2	SFA	MF1	MF2	CBD	CMU	C1	C2	OMI	I1	I2
● = Permitted Use Ⓢ = Special Exception Required													
<b>Commercial</b>													
<b>Adult Uses</b>													
sexually oriented businesses	-	-	-	-	-	-	-	-	-	-	-	-	Ⓢ
<b>Motor Vehicle Services</b>													
car wash	-	-	-	-	-	-	-	-	●	●	-	-	-
filling station	-	-	-	-	-	-	-	Ⓢ	●	●	-	-	-
impound facility	-	-	-	-	-	-	-	-	-	-	-	Ⓢ	●
motor vehicle parts sales (without on-site repair)	-	-	-	-	-	-	-	-	●	●	-	-	-
motor vehicle repair and service, major	-	-	-	-	-	-	-	-	Ⓢ	-	-	-	●
motor vehicle repair and service, minor	-	-	-	-	-	-	-	-	●	●	-	●	-
motor vehicle sales, small	-	-	-	-	-	-	-	-	●	Ⓢ	-	-	-
motor vehicle sales, large	-	-	-	-	-	-	-	-	-	●	-	-	-
storage, rv and boat	-	-	-	-	-	-	-	-	Ⓢ	-	-	●	-
truck stop / travel center	-	-	-	-	-	-	-	-	-	●	-	-	Ⓢ
<b>Entertainment / Recreation</b>													
banquet or assembly hall	Ⓢ	-	-	-	-	-	-	-	●	●	-	Ⓢ	-
conference / convention center	-	-	-	-	-	-	-	-	-	●	●	-	-
entertainment, commercial outdoor	Ⓢ	-	-	-	-	-	-	-	-	-	-	-	-
entertainment complex	Ⓢ	-	-	-	-	-	-	-	Ⓢ	●	-	-	-
retreat center	Ⓢ	-	-	-	-	-	-	-	●	-	●	-	-
<b>Services</b>													
commercial services	-	-	-	-	-	-	●	●	●	●	-	-	-
day care center (child / adult)	-	-	-	-	-	Ⓢ	-	●	●	●	●	-	-
fitness center	-	-	-	-	-	-	●	●	●	●	●	-	-
drug stores and pharmacies	-	-	-	-	-	-	●	●	●	●	●	-	-
hotels / motels	-	-	-	-	-	-	-	-	●	●	●	-	-
kennel	Ⓢ	-	-	-	-	-	-	-	● ²	● ²	-	●	-
lawncare/landscaping business	●	-	-	-	-	-	-	-	●	-	-	-	-
storage, contractor	-	-	-	-	-	-	-	-	Ⓢ	-	-	●	●
storage, self-service	-	-	-	-	-	-	-	Ⓢ	●	●	-	●	-
<b>Professional / Office</b>													
administrative/professional office	-	-	-	-	-	-	●	●	●	●	●	Ⓢ	-
bank / financial / investment institution	-	-	-	-	-	-	-	●	●	●	●	-	-
data processing / call center	-	-	-	-	-	-	-	-	●	●	●	-	-
employment service	-	-	-	-	-	-	-	-	-	●	●	-	-
medical and dental laboratories	-	-	-	-	-	-	-	-	●	●	●	●	-
veterinarian clinics and animal hospitals	Ⓢ	-	-	-	-	-	-	● ²	● ²	●	-	-	-

¹ In addition to permitted uses listed here, any other use that supports the purpose of this Ordinance, as determined by the Planning Commission, is permitted.

² Special exception required if outside runs exist

Table 4.3: Permitted and Conditional Land Uses ¹	ZONING DISTRICTS												
	RESIDENTIAL						COMMERCIAL					INDUSTRIAL	
	AG	R1	R2	SFA	MF1	MF2	CBD	CMU	C1	C2	OMI	I1	I2
● = Permitted Use Ⓢ = Special Exception Required													
<b>Restaurant / Food Preparation</b>													
bar / tavern	-	-	-	-	-	-	●	●	●	●	-	-	-
coffee shop	-	-	-	-	-	-	●	●	●	●	●	Ⓢ	-
microbrewery / brew-pub	-	-	-	-	-	-	●	●	●	●	-	-	-
wine and craft beer boutique	-	-	-	-	-	-	●	●	●	●	-	-	-
restaurants	-	-	-	-	-	-	●	●	●	●	●	Ⓢ	-
restaurants, fast food	-	-	-	-	-	-	-	Ⓢ	●	●	●	Ⓢ	-
<b>Retail</b>													
retail small-scale (less than 15,000sf)	-	-	-	-	-	-	●	●	●	●	●	-	-
retail medium-scale (greater than 15,000sf, less than 35,000sf)	-	-	-	-	-	-	-	Ⓢ	●	●	-	-	-
retail large-scale (greater than 35,000sf)	-	-	-	-	-	-	-	-	-	●	-	-	-
<b>Light and Heavy Industrial</b>													
agricultural products terminal	-	-	-	-	-	-	-	-	-	-	-	-	●
animal & animal products processing, packaging	-	-	-	-	-	-	-	-	-	-	-	-	●
auction facility (excluding livestock)	-	-	-	-	-	-	-	-	-	Ⓢ	-	●	-
bottle gas storage & distribution	-	-	-	-	-	-	-	-	Ⓢ	-	-	●	-
composting facility	Ⓢ	-	-	-	-	-	-	-	-	-	-	-	Ⓢ
concrete / asphalt production facility	-	-	-	-	-	-	-	-	-	-	-	-	●
explosive manufacturing and storage	-	-	-	-	-	-	-	-	-	-	-	-	Ⓢ
food & beverage production	-	-	-	-	-	-	-	-	-	-	-	●	●
junk / scrap metal yard	-	-	-	-	-	-	-	-	-	-	-	-	Ⓢ
lumber yard	-	-	-	-	-	-	-	-	-	-	-	Ⓢ	●
manufacturing (heavy)	-	-	-	-	-	-	-	-	-	-	-	-	●
manufacturing (light)	-	-	-	-	-	-	-	-	-	-	●	●	●
mineral extraction operations ³	Ⓢ	-	-	-	-	-	-	-	-	-	-	-	Ⓢ
petroleum and chemical processing and storage	-	-	-	-	-	-	-	-	-	-	-	-	●
power generation facility (commercial)	-	-	-	-	-	-	-	-	-	-	-	-	●
printing / publishing facility	-	-	-	-	-	-	-	-	-	●	●	●	●
recycling center	-	-	-	-	-	-	-	-	-	-	-	Ⓢ	●
research and testing laboratories	-	-	-	-	-	-	-	-	-	-	●	●	-
salvage yard	-	-	-	-	-	-	-	-	-	-	-	-	Ⓢ
sanitary landfill	-	-	-	-	-	-	-	-	-	-	-	-	Ⓢ
solid waste transfer station	-	-	-	-	-	-	-	-	-	-	-	-	Ⓢ
tool and die shop	-	-	-	-	-	-	-	-	Ⓢ	-	Ⓢ	●	-
truck freight terminal	-	-	-	-	-	-	-	-	-	-	Ⓢ	-	●
warehouse & distribution facility	-	-	-	-	-	-	-	-	-	-	●	●	●
waste incinerator	-	-	-	-	-	-	-	-	-	-	-	-	Ⓢ

¹ In addition to permitted uses listed here, any other use that supports the purpose of this Ordinance, as determined by the Planning Commission, is



**Sec. 4.04 – LOT STANDARDS**

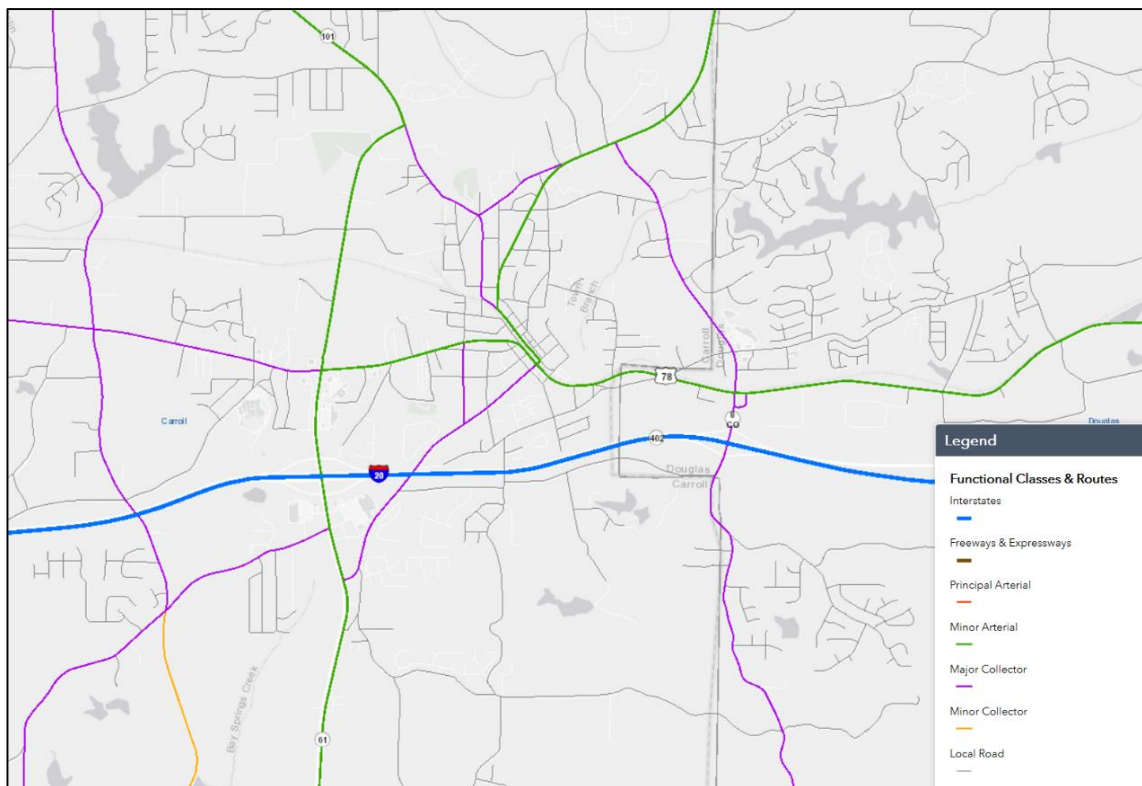
- 1) Purpose. Lot Standards for each district dictate the minimum and/or maximum standards that apply to lots within certain zoning districts. These regulations for property developed within City of Villa Rica's jurisdiction are shown on *Table 4.4: Residential Lot Standards* and *Table 4.5: Non-Residential Lot Standards*.
- 2) Interpreting the Lot Standards Tables. The following explanations of terms should be consulted when interpreting *Table 4.4: Residential Lot Standards* and *Table 4.5: Non-Residential Lot Standards*. For more information on the meaning of terms in this ordinance, see *Chapter XIII: Definitions*.
  - a) Minimum Lot Size. The smallest area established by this ordinance on which a use, structure or building may be located in a particular district and which does not include any street right-of-way.
  - b) Minimum Lot Width. This refers to the minimum width a lot must have in order to be considered developable by this ordinance. The minimum lot width is the minimum allowable horizontal distance between the side property lines of a lot measured at right angles to its depth along a straight line parallel to the front lot line at the front setback line. Lot width on cul-de-sac lots and other lots with curving frontages is measured as a line parallel to the frontage and at the front setback line.
  - c) Minimum Lot Frontage. The frontage of a lot shall be construed to be the portion nearest the street. For the purpose of determining setback requirements on corner lots and through lots, all sides of a lot adjacent to streets shall be considered frontages. The minimum length of a lot frontage shall be measured between side lot lines at the street right-of-way or private street easement. Lots that have more than one frontage may combine the width of both frontages to meet the minimum lot frontage standard.
  - d) Maximum Building Height. The maximum allowable vertical distance of a building or structure. Building height shall be defined as the vertical distance as measured from the average elevation of the proposed finished grade at the front of the building to the highest point of the roof for flat roofs, to the deck line of mansard roofs, and the mean height between eaves and ridge for gable, hip and gambrel roofs. Certain height exceptions are permitted according to the provisions of *Section 7.07 – Height Standards*.
    - i) Exceptions to height limits. The height limitations of this chapter shall not apply to church spires, belfries, cupolas and domes not intended for human occupancy, monuments, water towers, observation towers, transmission towers, chimneys, smokestacks, conveyors, flagpoles, masts and aerals.
  - e) Minimum Building Lines.
    - i) The minimum yards (setbacks) for all structures shall be established in *Chapter IV, Table 4.4 and Table 4.5* in the *Villa Rica Zoning Ordinance* subject to the following requirements:
    - ii) Permitted Encroachments into Yards. The following encroachments shall be allowed to the extent specified below.
    - iii) Non-residential. Canopies and awnings shall be allowed over walkways or driveways to within twelve (12) feet of the street right-of-way or the right-of-way based on the street's functional classification, whichever is farther from the street's centerline. Fuel pumps and pump islands, when permitted, shall be set back as stated in this paragraph for canopies.
    - iv) Single-family residential and townhouses used for single family on individual lots of record. Porches, decks or patios attached to the main dwelling may extend no more than ten feet into a

minimum front or rear yard. Outdoor fireplaces and outdoor uncovered kitchens, whether stand alone or constructed as a part of a patio, retaining wall or other structure, may only be located in the rear yard and may extend no more than ten (10) feet into the minimum rear yard. In no case shall an outdoor fireplace be located closer than ten (10) feet to a property line. Awnings may project to within five feet of a side lot line.

- v) All zoning districts. Architectural features such as cornices, eaves, steps, stoops, gutters, fire chases, chimneys which are a part of an exterior wall of the primary structure, and fire escapes may not encroach or project over more than thirty-six (36) inches (3 feet) into any minimum yard. Wheelchair ramps and associated walkways shall be exempt from these requirements.
- vi) Adjoining railroads. There shall be no minimum rear yard requirement adjoining the siding for those uses which utilize a rail siding for loading and unloading.
- vii) Building Lot Lines (setbacks).
  - (1) Front Setback. The horizontal space between the Front lot line and the Front Setback line, extending to the side lines of the lot, generally parallel with and measured from the front lot line, defining the area in which no building or structure may be located above ground, except as may be provided in this ordinance. The front setback applies to all frontages of a lot facing a street or right-of-way.
  - (2) Side Setback. The horizontal space between the side lot lines and the side setback lines, extending to the front and rear lot lines, generally parallel with and measured from each side lot line, defining the area in which no building or structure may be located above ground, except as may be provided in this ordinance. However, for corner and through lots, any side of a structure that faces a street shall meet front setback requirements.
  - (3) Rear Setback. The horizontal space between the rear lot line and the rear setback line, extending to the side lines of the lot, generally parallel with and measured from the rear lot line, defining the area in which no building or structure may be located above ground, except as may be provided in this ordinance. For through lots, the rear of the structure facing a street shall meet front setback requirements. rear Setbacks for Corner lots will apply to the portion of the lot that is furthest in the opposite direction of the general orientation of the structure.
- viii) Corner lots. Principal structures on corner lots shall be required to identify a main entrance. Said entrance shall be setback as specified in the front yard setback regulations for the applicable zoning district. The setback for the other street-adjointing side shall be as specified in the district regulations.
- f) Front Setbacks and Roadway Classifications.
  - i) Front Yard Setbacks are intended to establish a visual buffer distinguishing the building line from the roadway. Based on the traffic volume and roadway width, whether in a rural or urban setting, building setbacks are varied according to the road classification, with greater setbacks on larger streets with higher volume traffic, and lesser setbacks on smaller less travelled streets.
  - ii) Roadways are grouped into functional classes according to the character of traffic they are intended to serve. They may also be further classified as rural or urban based on the population surrounding a particular roadway. There are four highway functional classifications: expressway/freeway, arterial, collector, and local roads, and these can be defined as:

- (1) Interstate - Provides the highest level of service at the greatest speed for the longest uninterrupted distance, with some degree of access control.
- (2) Arterial - Provides the next highest level of service at moderate to high speeds, with some degree of access control. Arterials are typically classified as major arterial and minor arterial.
- (3) Collector - Provides a lower level of service at a lower speed for shorter distances by collecting traffic from local roads and connecting them with arterials. Collectors are also classified as major and minor collectors.
- (4) Local - Consists of all roads not defined as arterials or collectors; primarily provides access to land with little or minimal “through” movement.

Figure 4.2: City of Villa Rica Roadway Functional Classification



- g) Minimum Distance Between Structures on Same lot. This distance, measured between the points of shortest distance on the exterior facades of two (2) structures, shall determine the minimum separation of multiple structures within one (1) developed lot.
- h) Minimum Ground Floor Living Area (Per unit). The sum of the livable horizontal areas on the ground level of a building measured from the interior faces of the exterior walls, exclusive of basements, unfinished attics and attached garages. The minimum for a specific residential structure shall be dependent on the number of stories within the residential structure.
- i) Total Minimum Living Area (Per unit). The sum of the livable horizontal areas on all levels of a building measured from the interior faces of the exterior walls, exclusive of basements, unfinished attics and attached garages. Each residential dwelling unit shall have separate and individual kitchen and bathroom facilities.

- j) Minimum Living Area Facade Width. The minimum width required for the front facade of a residential structure, exclusive of garages, porches, decks, or terraces. This requirement may apply to a continuous facade for multi-family or single-family attached units.
  - k) Maximum Lot Coverage (Structures and Buildings). The maximum amount of enclosed ground floor area of all buildings on a lot expressed as a percentage of the horizontally projected area representing the bulk and mass on the lot.
  - l) Maximum Lot Coverage (All Impervious Surfaces). The maximum amount of ground floor area occupied by buildings, structures, parking lots, or other impervious surfaces on a lot expressed as a percentage of the horizontally projected area of the lot.
- 3) Lot Standards Table. Lot Standards are listed in the following tables (*Tables 4.4 and 4.5*) under each district heading. Additional development standards including but not limited to parking, sign, and landscaping standards are set forth in *Chapter VII: Development Standards*.

Figure 4.3: Examples of Lot Types

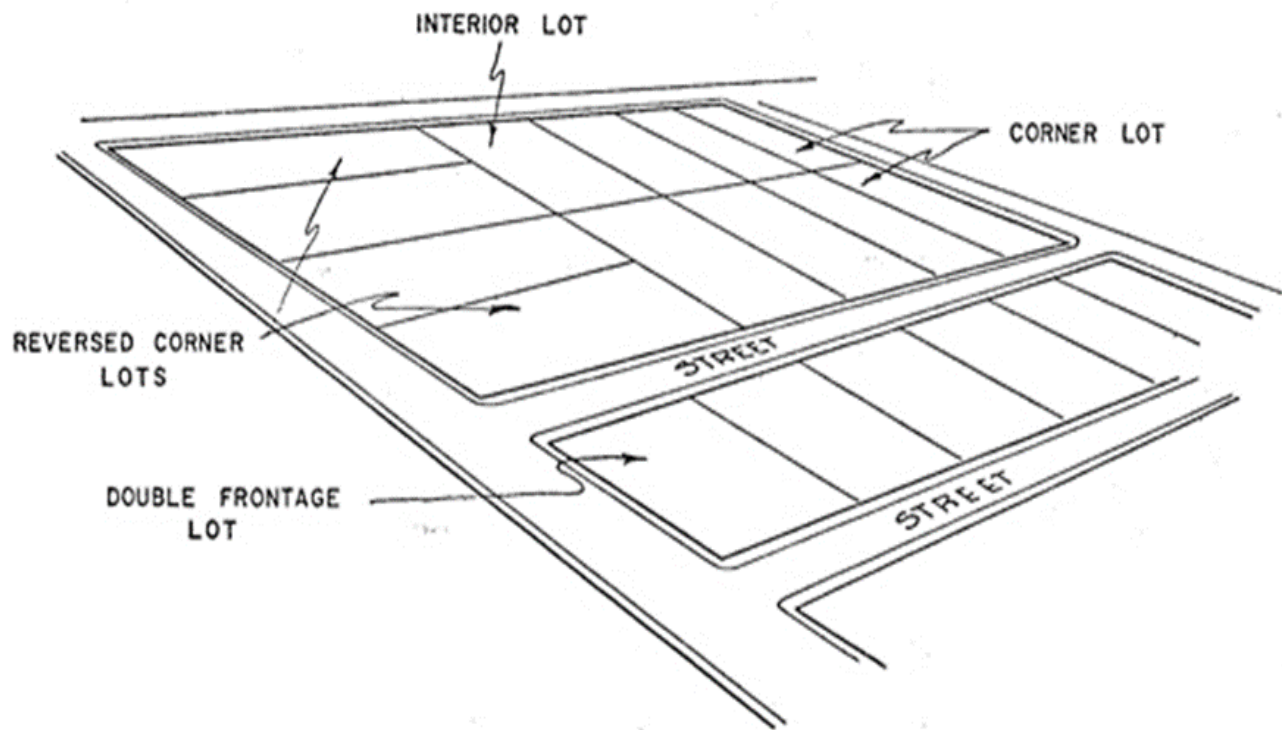


Figure 4.4: Typical Lot Cross Section

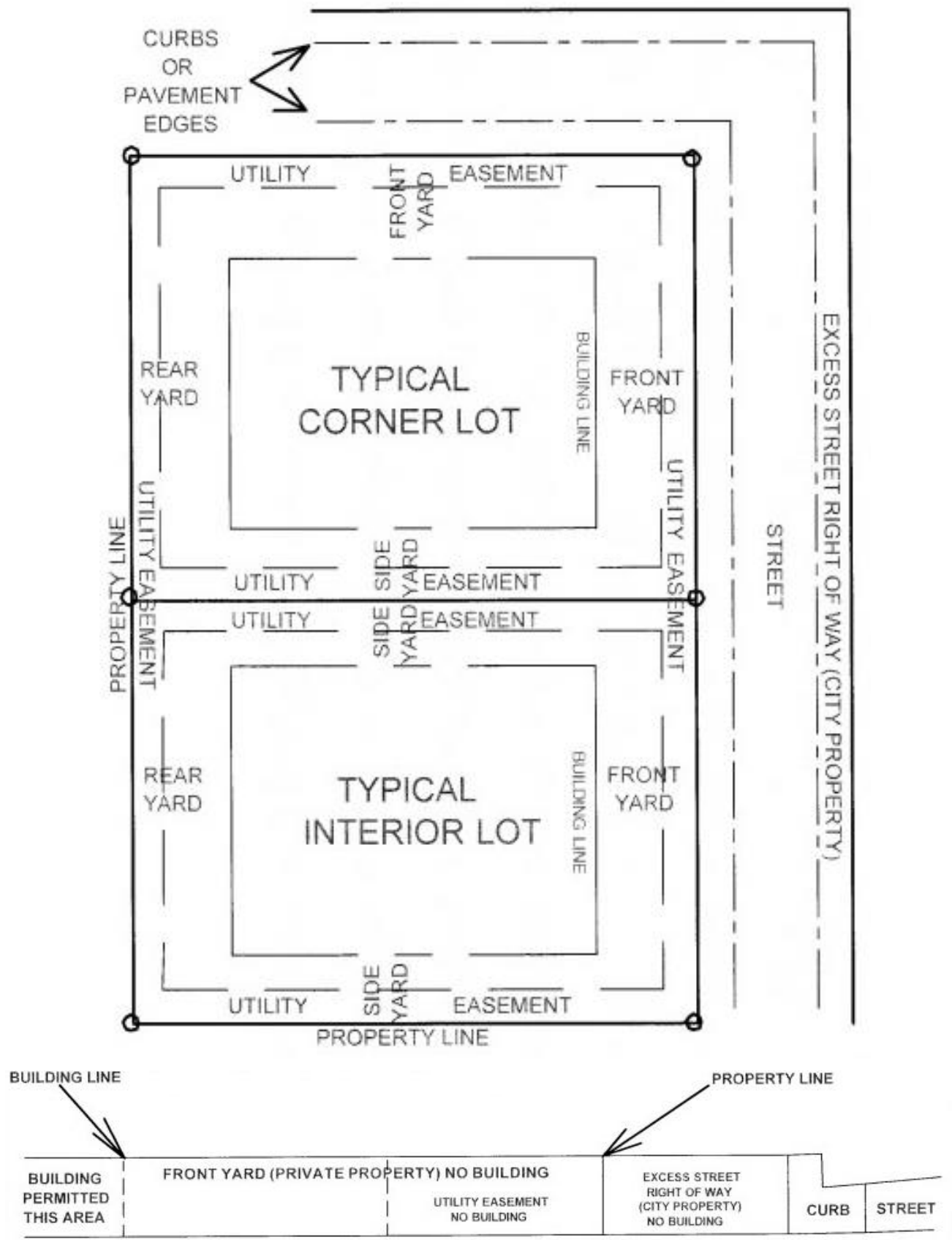


Table 4.4: Residential Lot Standards

		Residential											
		AG Single-Family Agricultural		R1 Single-Family Suburban		R2 Single-Family Urban		SFA Single-Family Attached		MF1 Multifamily Low-Density		MF2 Multifamily Medium-Density	
		without sewer/ water	with sewer/ water	Res	Other	Res	Other	Res	Other	Res	Other	Res	Other
Minimum Lot Size		40,000 sf.	25,000 sf.	15,000 sf.	1 ac.	8,500 sf.	1 ac.	10,000 sf.	1 ac.	1 ac.		5 ac.	
Minimum Lot Width		150 ft.	100 ft.	85 ft.	100 ft.	50 ft.	100 ft.	50 ft.	100 ft.	100 ft.		150 ft.	
Minimum Lot Frontage		50 ft.		50 ft.		50 ft.		50 ft.		50 ft.		50 ft.	
Maximum Building Height ⁹	Principal	35 ft.		35 ft.		35 ft.		45 ft.		45 ft.		65 ft.	
	Accessory	24 ft.		24 ft.		24 ft.		24 ft.		24 ft.		24 ft.	
Front	Urban Roads	PA: 50 ft. MA: 45 ft. MC: 45 ft. RC: 40 ft. LR: 35 ft.											
Setback ^{1,10}	Rural Roads	PA: 50 ft. MA: 45 ft. MC: 45 ft. RC: 40 ft. LR: 35 ft.											
Side	Principal	15 ft.		8 ft.		6 ft.		0 ft./10 ft.		40 ft.		40 ft.	
Setback ^{2,3}	Accessory	5 ft./10 ft. ⁶		5 ft./10 ft. ⁶		5 ft./10 ft. ⁶		5 ft./10 ft. ⁶		10 ft.		10 ft.	
Rear	Principal	15 ft.		15 ft.		15 ft.		15 ft.		40 ft.		40 ft.	
Setback ²	Accessory	5 ft./10 ft. ⁶		5 ft./10 ft. ⁶		5 ft./10 ft. ⁶		0 ft./5 ft.		10 ft.		10 ft.	
Projection into setbacks: fire escapes, open stairways, balconies, soffits, canopies, and other similar architectural features may extend up to three (3) feet into a side or rear setback.													
Minimum Distance from Structures on Same Lot		5 ft.		5 ft.		5 ft.		5 ft.		20 ft.		20 ft.	
Minimum Ground Floor Area (Per Unit)	1 story	1,500 sf.		1,500 sf.		1,500 sf.		1,040 sf.		950 sf. Average		950 sf. Average	
	2+ story	900 sf.		700 sf.		650 sf.		650 sf.		650 sf. avg.		650 sf. avg.	
Total Minimum Living Area (Per Unit)		1,500 sf./ 1,100 sf. ^{3,7}		1,500 sf./ 1,100 sf. ^{3,7}		1,500 sf./ 1,100 sf. ^{3,7}		1040 sf./ 950 sf. ^{3,7}		950 sf. Average		950 sf. Average	
Minimum Living Area Façade Width		24 ft.		24 ft.		24 ft.		24 ft.		24 ft.		24 ft.	
Maximum Lot Coverage (structures and buildings)		35% ¹¹ Acc: 5% or 600 sf. (whichever is greater)		35% ¹¹ Acc: 5% or 600 sf. (whichever is greater)		40% ¹¹ Acc: 5% or 600 sf. (whichever is greater)		40% ¹¹ Acc: 5% or 600 sf. (whichever is greater)		50% ¹¹ Acc: 5% or 750 sf. (whichever is greater)		75% ¹¹ Acc: 5% or 2,500 sf. (whichever is greater)	
Maximum Lot Coverage (all impervious surfaces)		50% ¹²		50% ¹²		50% ¹²		50% ¹²		50% ¹²		75%	

(PA) Principal Arterial

(MC) Major Collector

(LR) Local Road

(MA) Minor Arterial

(RC) Rural Collector

Figure 4.5: Residential Zoning Districts and Maximum Densities

Zoning District	Purpose (Single-Family Density: Unit: Lot Size)
AG	Agricultural (Residential, Sewer: 1:25,000sf, Septic 1;40,000sf)
R1	Low-Density Single-Family Residential (1:15,000sf)
R2	Medium Density Single-Family Residential (1:8,500sf)
SFA	Single-Family Attached (1:2,500sf - 10,000sf Min Lot)
MF1	Multi-Family Residential (1:5,000sf - 1 AC Min Lot)
MF2	Multi-Family Residential (1:2,250sf - 5 AC Min Lot)
CBD	Central Business District (Over 1st Story Residential 2:1 FAR)

- Excluding any applicable density bonuses.



Table 4.5: Non-Residential Lot Standards

		Commercial				Industrial		
		CBD Central Business District	CMU Commercial Mixed Use	C1 Commercial Low-Density	C2 Commercial Medium- Density	OMI Office Medical Institutional	I1 Industrial Low-Density	I2 Industrial Medium- Density
Minimum Lot Size		N/A	10,000 sf.	1 ac.	2.5 ac.	1 ac.	1 ac.	5 ac.
Minimum Lot Width		25 ft.	60 ft	100 ft.	150 ft.	60 ft	100 ft.	150 ft.
Minimum Lot Frontage		25 ft.	50 ft.	50 ft.	50 ft.	50 ft.	50 ft.	50 ft.
Maximum Building Height ⁹	Principal	35 ft.	35 ft.	45 ft.	60 ft.	60 ft.	45 ft.	60 ft.
	Accessory	24 ft.	24 ft.	26 ft.	26 ft.	26 ft.	26 ft.	40 ft.
Front Setback ^{1,10}		0 ft./15 ft. ¹⁴	0 ft./15 ft. ¹⁴	PA: 50 ft. MA: 45 ft. MC: 45 ft. RC: 40 ft. LR: 35 ft.				
Side Setback ³	Principal	0 ft./5 ft. ¹³	0 ft./10 ft. ¹³	10 ft.	30 ft.	30 ft.	40 ft.	50 ft.
	Accessory	5 ft.	10 ft.	10 ft.	10 ft./30 ft. ⁴	10 ft./30 ft. ⁴	20 ft./40 ft. ⁴	30 ft./50 ft. ⁴
Rear Setback ²	Principal	0 ft./5 ft. ¹³	20 ft.	20 ft.	45 ft.	45 ft.	50 ft.	75 ft.
	Accessory	5 ft.	5 ft./10 ft. ⁶	15 ft.	15 ft./45 ft. ⁶	15 ft./45 ft. ⁶	20 ft./40 ft. ⁴	30 ft./50 ft. ⁴
Projection into setbacks: fire escapes, open stairways, balconies, soffits, canopies, and other similar architectural features may extend up to three (3) feet into a side or rear setback.								
Minimum Distance from Structures on Same Lot		10 ft.	10 ft.	10 ft.	10 ft.	10 ft.	10 ft.	10 ft.
Minimum Ground Floor Area (Per Unit)	1 story	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	2+ story	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total Minimum Living Area (Per Unit)		750 sf. Avg.	750 sf. Avg.	750 sf. Avg.	N/A	N/A	N/A	N/A
Minimum Living Area Façade Width		N/A	N/A	N/A	N/A	N/A	N/A	N/A
Maximum Lot Coverage (structures and buildings)		N/A	60%	50%	50%	40%	50%	60%
Maximum Lot Coverage (all impervious surfaces)		N/A	75%	75%	80%	60%	75%	80%

(PA) Principal Arterial

(MC) Major Collector

(LR) Local Road

(MA) Minor Arterial

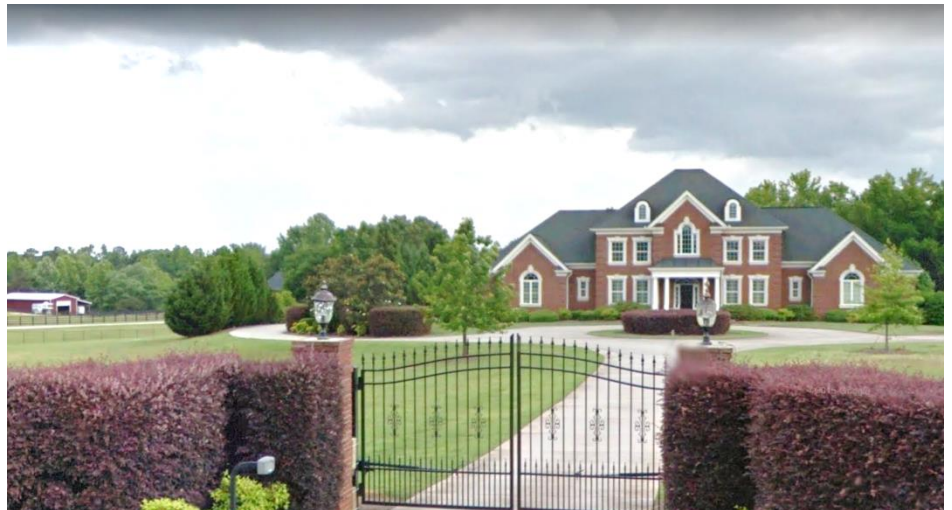
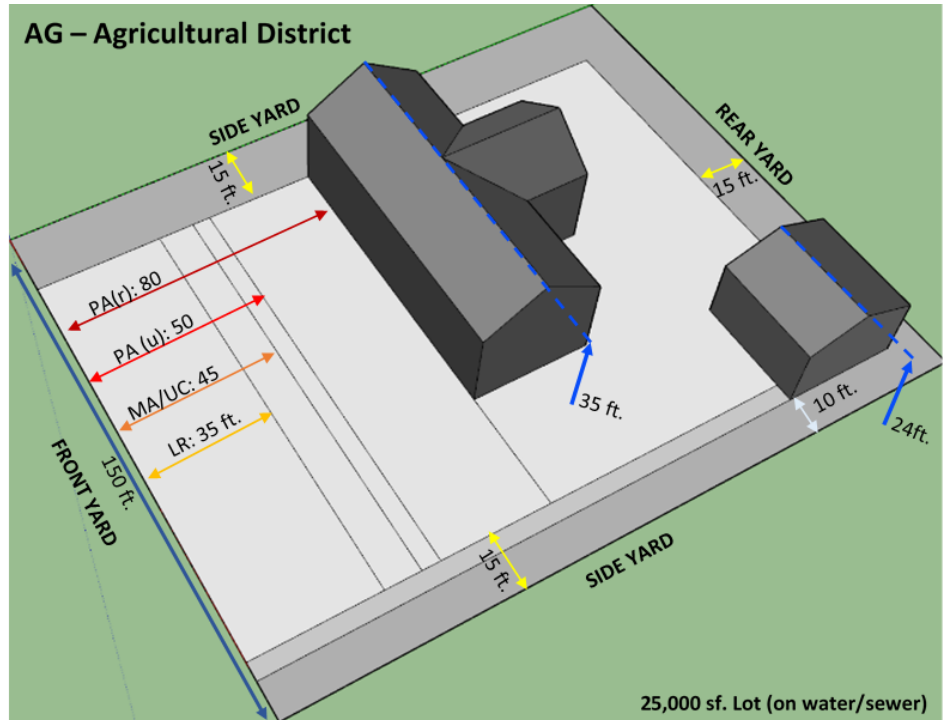
(RC) Minor Collector

¹ See accessory structure location restrictions *Section 8.02 – Accessory Uses and Structure Standards*² Check buffer yard standards *Section 7.05 – Landscaping Standards* and/or apply any applicable easement widths³ On corner lots, the side yard setback of the secondary roadway frontage, based on the orientation of the façade with the primary entrance, shall be fifteen (15) feet in single-family residential zoning districts (AG, R1, R2)⁴ When adjoining the same or a more intense district /when adjoining a less intense district⁵ For residential uses / all other uses adjoining the same or a more intense district / all other uses when adjoining a less intense district⁶ Structures 200 sf. or less / structures greater than 200 sf.⁷ Single-family residential / two-family residential⁸ Minimum size of multi-tenant development = 5 acres⁹ See height exemptions per *Section 7.10 – Height Standards*¹⁰ The front building setback may be reduced to a minimum of twenty-five (25) feet for single-family residential subdivision streets within major plats, minor plats, and horizontal property regimes¹¹ Permitted non-residential uses shall not exceed 50%¹² Permitted non-residential uses shall not exceed 60%¹³ When attached to another unit, the setback shall be 0 ft. for the shared wall

# AG

		AG Single-Family Agricultural	
		without sewer/ water	with sewer/ water
Minimum Lot Size		40,000 sf.	25,000 sf.
Minimum Lot Width		150 ft.	100 ft.
Minimum Lot Frontage		50 ft.	
Maximum Building Height ⁹	Principal	35 ft.	
	Accessory	24 ft.	
Front Setback ^{1,10}	Urban Roads	PA: 50 ft. MA: 45 ft. MC: 45 ft. RC: 40 ft. LR: 35 ft.	
	Rural Roads	PA: 80 ft. MA: 50 ft. UC: 45 ft. LR: 35 ft.	
Side Setback ^{2,3}	Principal	15 ft.	
	Accessory	5 ft./10 ft. ⁶	
Rear Setback ²	Principal	15 ft.	
	Accessory	5 ft./10 ft. ⁶	
Minimum Distance from Structures on Same Lot		5 ft.	
Minimum Ground Floor Area (Per Unit)	1 story	1,500 sf.	
	2+ story	900 sf.	
Total Minimum Living Area (Per Unit)		1,500 sf./ 1,100 sf. ^{3, 7}	
Minimum Living Area Façade Width		24 ft.	
Maximum Lot Coverage (structures and buildings)		35% ¹¹ Acc: 5% or 600 sf. (whichever is greater)	
Maximum Lot Coverage (all impervious surfaces)		50%	

## AG – Agricultural District



- ¹ See accessory structure location restrictions *Section 8.02 – Accessory Uses and Structure Standards*
- ² Check buffer yard standards *Section 7.05 – Landscaping Standards* and/or apply any applicable easement widths
- ³ On corner lots, the side yard setback of the secondary roadway frontage, based on the orientation of the façade with the primary entrance, shall be fifteen (15) feet in single-family residential zoning
- ⁶ Structures 200 sf. or less / structures greater than 200 sf.
- ⁷ Single-family residential / two-family residential (ADU)
- ⁹ See height exemptions per *Section 7.10 – Height Standards*
- ¹⁰ The front building setback may be reduced to a minimum of twenty-five (25) feet for single-family residential subdivision streets within major plats, minor plats, and horizontal property regimes
- ¹¹ Permitted non-residential uses shall not exceed 50%
- ¹² Permitted non-residential uses shall not exceed 60%



**District Intent**

The intent of the Single-Family Agricultural (AG) District is to permit the establishment of individual single-family dwellings while maintaining a primarily rural character. This can serve to protect land best suited for agricultural use from the encroachment of incompatible land uses.

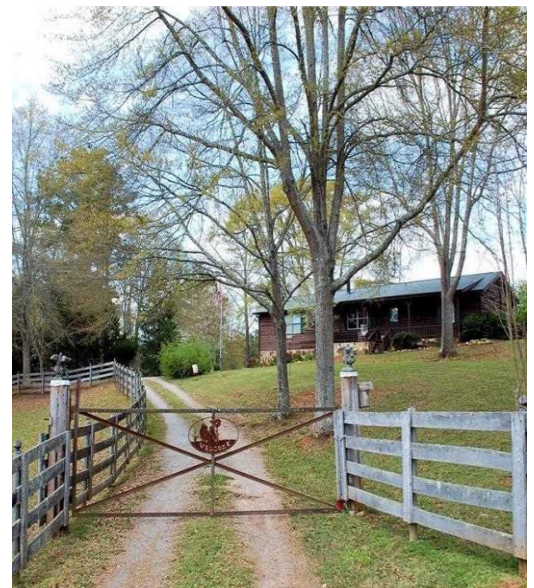
**Conditional Uses**

- 1) Agricultural
  - a) animal boarding/stables (excluding kennels)
- 2) Residential
  - a) dwelling, multi-family
  - b) bed and breakfast establishments
  - c) boarding house
  - d) day care home: small (1-6 enrollees)
  - e) personal care home, group (7 -16 residents)
  - f) personal care home, congregate (17+ residents)
  - g) kennel, private
- 3) Communications / Utilities
  - a) essential services, major
  - b) solar farms and wind energy conversion systems, noncommercial
  - c) wireless communications facilities
- 4) Institutional
  - a) educational inst, excluding p-12, public
  - b) educational inst, p-12 only, public
  - c) educational inst, excluding p-12, private
  - d) educational inst, p-12 only, private
  - e) cemeteries
  - a) community center
  - b) lodge or private club
  - f) places of worship
  - g) publicly-owned buildings and facilities
- 5) Parks & Recreation
  - a) campground / rv park
  - b) driving range (as a primary use)
  - c) golf course
  - d) recreation (active)
- 6) Commercial
  - a) banquet or assembly hall
  - b) entertainment, commercial outdoor
  - c) entertainment complex
  - d) retreat center
  - e) veterinarian clinics and animal hospitals
- 7) Light and Heavy Industrial
  - a) concrete / asphalt production facility
  - b) composting facility
  - c) mineral extraction operations

# AG

**Permitted Uses**

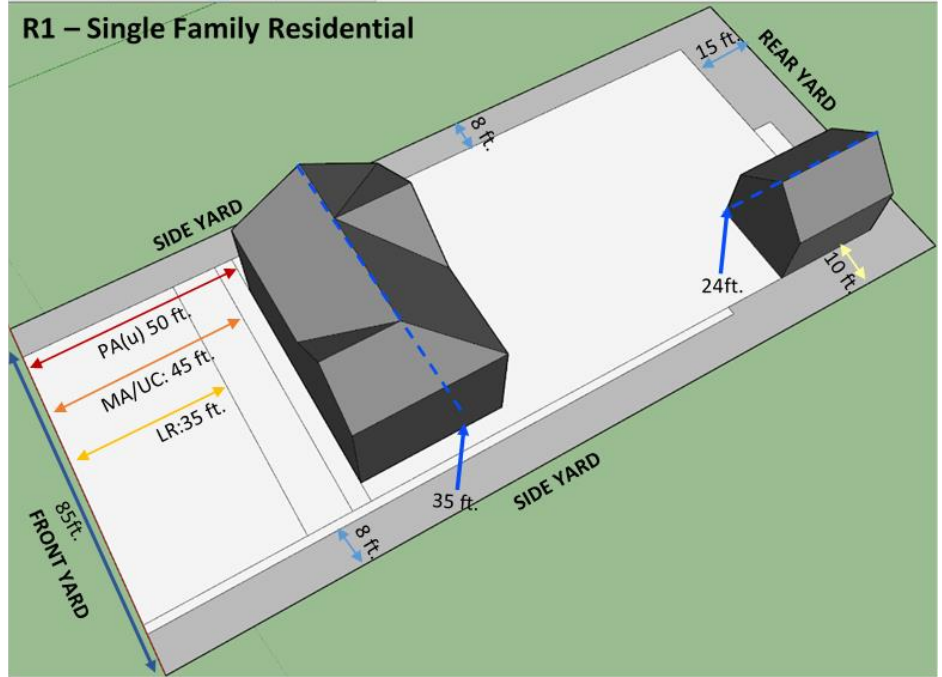
- 1) Agricultural
  - a) agricultural use, low intensity
  - b) agricultural entertainment
  - c) agricultural processing, minor
  - d) greenhouse (on-site plant sales)
  - e) winery
- 2) Residential
  - a) dwelling, accessory apartment
  - b) dwelling, single-family
  - c) personal care home, family (4-6 residents)
  - d) home business
  - e) home occupation
- 3) Communications / Utilities
  - a) essential services, minor
- 4) Parks & Recreation
  - a) nature preserve
  - b) recreation (passive)



# R1

		R1 Single-Family Suburban	
		Res	Other
Minimum Lot Size		15,000 sf.	1 ac.
Minimum Lot Width		85 ft	100 ft.
Minimum Lot Frontage		50 ft.	
Maximum Building Height ⁹	Principal	35 ft.	
	Accessory	24 ft.	
Front Setback ^{1,10}	Urban Roads	PA: 50 ft. MA: 45 ft. MC: 45 ft. RC: 40 ft. LR: 35 ft.	
	Rural Roads	PA: 80 ft. MA: 50 ft. UC: 45 ft. LR: 35 ft.	
Side Setback ^{2,3}	Principal	8 ft.	
	Accessory	5 ft./10 ft. ⁶	
Rear Setback ²	Principal	15 ft.	
	Accessory	5 ft./10 ft. ⁶	
Minimum Distance from Structures on Same Lot		5 ft.	
Minimum Ground Floor Area (Per Unit)	1 story	1,500 sf.	
	2+ story	700 sf.	
Total Minimum Living Area (Per Unit)		1,500 sf./ 1,100 sf. ^{3, 7}	
Minimum Living Area Façade Width		24 ft.	
Maximum Lot Coverage (structures and buildings)		35% ¹¹ Acc: 5% or 600 sf. (whichever is greater)	
Maximum Lot Coverage (all impervious surfaces)		50% ¹²	

## R1 – Single Family Residential



The plan shown does not reflect all requirements contained in this ordinance.



- ¹ See accessory structure location restrictions *Section 8.02 – Accessory Uses and Structure Standards*
- ² Check buffer yard standards *Section 7.05 – Landscaping Standards* and/or apply any applicable easement widths
- ³ On corner lots, the side yard setback of the secondary roadway frontage, based on the orientation of the façade with the primary entrance, shall be fifteen (15) feet in single-family residential zoning
- ⁶ Structures 200 sf. or less / structures greater than 200 sf.
- ⁷ Single-family residential / two-family residential (ADU)
- ⁹ See height exemptions per *Section 7.10 – Height Standards*
- ¹⁰ The front building setback may be reduced to a minimum of twenty-five (25) feet for single-family residential subdivision streets within major plats, minor plats, and horizontal property regimes
- ¹¹ Permitted non-residential uses shall not exceed 50%
- ¹² Permitted non-residential uses shall not exceed 60%

**District Intent**

The intent of the Single-Family Residential (R1) District is to permit the establishment of single-family land uses developed in suburban-style subdivisions. These areas should be located adjacent to existing developed areas and connected to centralized sewer and water facilities. R1 developments are intended to include pedestrian and community amenities – except for single-lot infill development in existing R1 zoning districts.

# R1

**Conditional Uses**

- 1) Residential
  - a) day care home: small (1-6 enrollees)
  - b) personal care home, family (4-6 residents)
  - c) personal care home, group (7 -16 residents)
  - d) nursing home, assisted living, or retirement facility
- 2) Communications / Utilities
  - a) essential services, minor
  - b) essential services, major
- 3) Institutional
  - a) funeral home / mortuary / crematory
  - b) lodge or private club
  - c) educational inst, excluding p-12, public
  - d) educational inst, p-12 only, public
  - e) educational inst, excluding p-12, private
  - f) educational inst, p-12 only, private
  - g) cemeteries
  - h) community center
  - i) lodge or private club
  - j) places of worship
  - k) publicly-owned buildings and facilities
  - l) parking lot or structure (as a primary use)
- 4) Parks & Recreation
  - a) golf course
  - b) recreation (active)

**Permissible Uses**

- 1) Residential
  - a) dwelling, accessory apartment
  - b) dwelling, single-family
  - c) home occupation
  - d) home business
- 2) Parks & Recreation
  - a) nature preserve
  - b) recreation (passive)

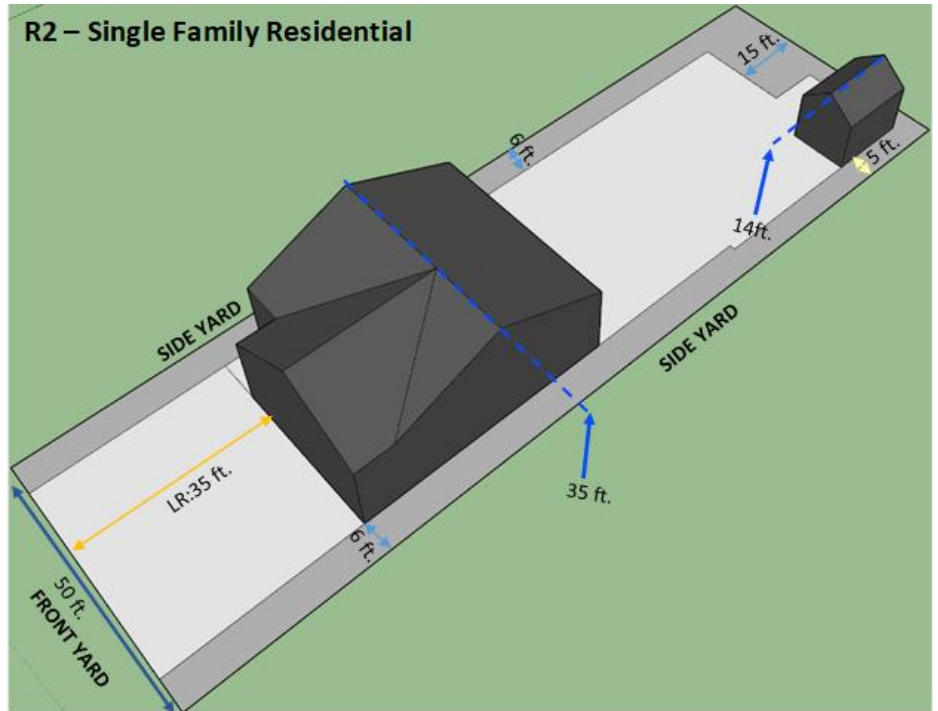




# R2

		R2 Single-Family Urban	
		Res	Other
Minimum Lot Size		8,500 sf.	1 ac.
Minimum Lot Width		50 ft.	100 ft
Minimum Lot Frontage		50 ft.	
Maximum Building Height ⁹	Principal	35 ft.	
	Accessory	24 ft.	
Front Setback ^{1,10}	Urban Roads	PA: 50 ft. MA: 45 ft. MC: 45 ft. RC: 40 ft. LR: 35 ft.	
	Rural Roads	PA: 80 ft. MA: 50 ft. UC: 45 ft. LR: 35 ft.	
Side Setback ^{2,3}	Principal	6 ft.	
	Accessory	5 ft./10 ft. ⁶	
Rear Setback ²	Principal	15 ft.	
	Accessory	5 ft./10 ft. ⁶	
Minimum Distance from Structures on Same Lot		5 ft.	
Minimum Ground Floor Area (Per Unit)	1 story	1,500 sf.	
	2+ story	650 sf.	
Total Minimum Living Area (Per Unit)		1,500 sf./ 1,100 sf. ^{3,7}	
Minimum Living Area Façade Width		24 ft.	
Maximum Lot Coverage (structures and buildings)		40% ¹¹ Acc: 5% or 600 sf. (whichever is greater)	
Maximum Lot Coverage (all impervious surfaces)		50% ¹²	

## R2 – Single Family Residential



The plan shown does not reflect all requirements contained in this ordinance.



- ¹ See accessory structure location restrictions *Section 8.02 – Accessory Uses and Structure Standards*
- ² Check buffer yard standards *Section 7.05 – Landscaping Standards* and/or apply any applicable easement widths
- ³ On corner lots, the side yard setback of the secondary roadway frontage, based on the orientation of the façade with the primary entrance, shall be fifteen (15) feet in single-family residential zoning
- ⁶ Structures 200 sf. or less / structures greater than 200 sf.
- ⁷ Single-family residential / two-family residential (ADU)
- ⁹ See height exemptions per *Section 7.10 – Height Standards*
- ¹⁰ The front building setback may be reduced to a minimum of twenty-five (25) feet for single-family residential subdivision streets within major plats, minor plats, and horizontal property regimes
- ¹¹ Permitted non-residential uses shall not exceed 50%
- ¹² Permitted non-residential uses shall not exceed 60%

**District Intent**

The Single-Family Residential (R2) District is intended to provide for moderate density single-family and two-family residential (ADU) development on smaller lots than are permitted in the other residential districts. This district may also accommodate neo-traditional subdivisions and the pattern of development that may occur in the town centers, where a compact urban form with smaller setbacks, and alley access to rear yards and rear-loading garages. This district is designed for areas close to urban development. All lots shall be connected to centralized sewer and water facilities and an urbanized

# R2

**Conditional Uses**

- 2) Residential
  - a) day care home: small (1-6 enrollees)
  - b) personal care home, family (4-6 residents)
  - c) personal care home, group (7 -16 residents)
  - d) nursing home, assisted living, or retirement facility
- 3) Communications / Utilities
  - a) essential services, minor
  - b) essential services, major
- 4) Institutional
  - a) funeral home / mortuary / crematory
  - b) lodge or private club
  - c) educational inst, excluding p-12, public
  - d) educational inst, p-12 only, public
  - e) educational inst, excluding p-12, private
  - f) educational inst, p-12 only, private
  - g) cemeteries
  - h) community center
  - i) lodge or private club
  - j) places of worship
  - k) publicly-owned buildings and facilities
- 5) Parks & Recreation
  - a) golf course
  - b) recreation (active)

**Permitted Uses**

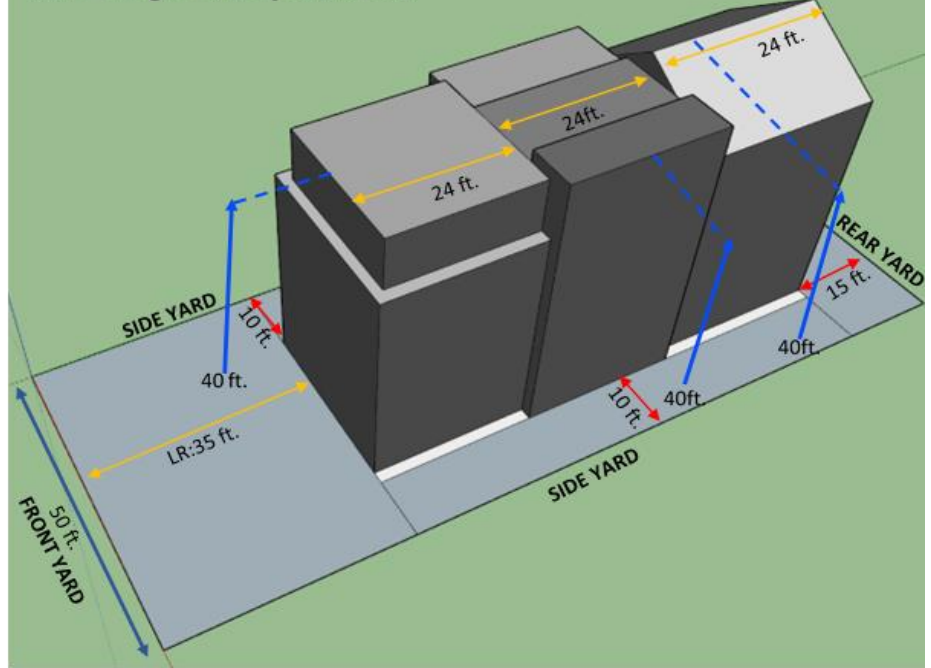
- 1) Residential
  - a) dwelling, accessory apartment
  - b) dwelling, single-family
  - c) home occupation
- 2) Parks & Recreation
  - a) nature preserve
  - b) recreation (passive)



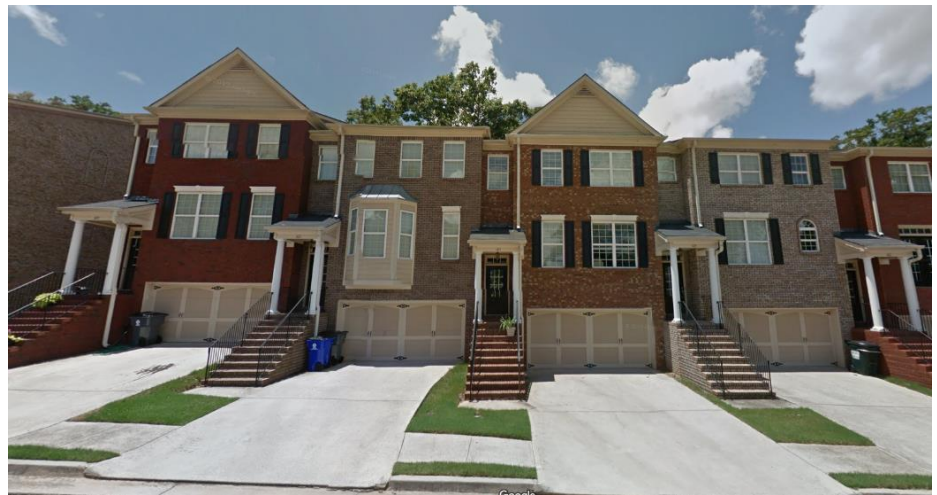
# SFA

		SFA Single-Family Attached	
		Res	Other
Minimum Lot Size		10,000 sf.	1 ac.
Minimum Lot Width		50 ft.	100 ft.
Minimum Lot Frontage		50 ft.	
Maximum Building Height ⁹	Principal	40 ft.	
	Accessory	24 ft.	
Front Setback ^{1,10}	Urban Roads	PA: 50 ft. MA: 45 ft. MC: 45 ft. RC: 40 ft. LR: 35 ft.	
	Rural Roads	PA: 80 ft. MA: 50 ft. UC: 45 ft. LR: 35 ft.	
Side Setback ²	Principal	0 ft./10 ft.	
	Accessory	0 ft./5 ft.	
Rear Setback ²	Principal	15 ft.	
	Accessory	5 ft./10 ft. ⁶	
Minimum Distance from Structures on Same Lot		5 ft.	
Minimum Ground Floor Area (Per Unit)	1 story	1,040 sf.	
	2+ story	650 sf.	
Total Minimum Living Area (Per Unit)		1040 sf./ 950 sf. ^{3,7}	
Minimum Living Area Façade Width		24 ft.	
Maximum Lot Coverage (structures and buildings)		40% ¹¹ Acc: 5% or 600 sf. (whichever is greater)	
Maximum Lot Coverage (all impervious surfaces)		50% ¹²	

## SFA – Single Family Attached



The plan shown does not reflect all requirements contained in this ordinance.



- ¹ See accessory structure location restrictions *Section 8.02 – Accessory Uses and Structure Standards*
- ² Check buffer yard standards *Section 7.05 – Landscaping Standards* and/or apply any applicable easement widths
- ³ Minimum unit size for accessory apartment shall be 600 sf.
- ⁶ Structures 200 sf. or less / structures greater than 200 sf.
- ⁷ Single-family residential / two-family residential (ADU)
- ⁹ See height exemptions per *Section 7.10 – Height Standards*
- ¹⁰ The front building setback may be reduced to a minimum of twenty-five (25) feet for single-family residential subdivision streets within major plats, minor plats, and horizontal property regimes
- ¹¹ Permitted non-residential uses shall not exceed 50%
- ¹² Permitted non-residential uses shall not exceed 60%



**District Intent**

The intent of the Single-Family Attached (SFA) District is to maintain and create an environment which meets the community needs for attached single-family dwellings and single-family dwellings with small accessory apartments (ADU), by restricting other uses within the district and by establishing a minimum lot size. All lots shall be connected to centralized sewer and water facilities and an urbanized roadway network.

# SFA

**Conditional Uses**

- 1) Residential
  - a) day care home: small (1-6 enrollees)
  - b) nursing home, assisted living, or retirement facility
- 2) Communications / Utilities
  - a) essential services, minor
  - b) essential services, major
- 3) Institutional
  - a) publicly-owned buildings and facilities
- 4) Parks & Recreation
  - a) recreation (active)

**Permitted Uses**

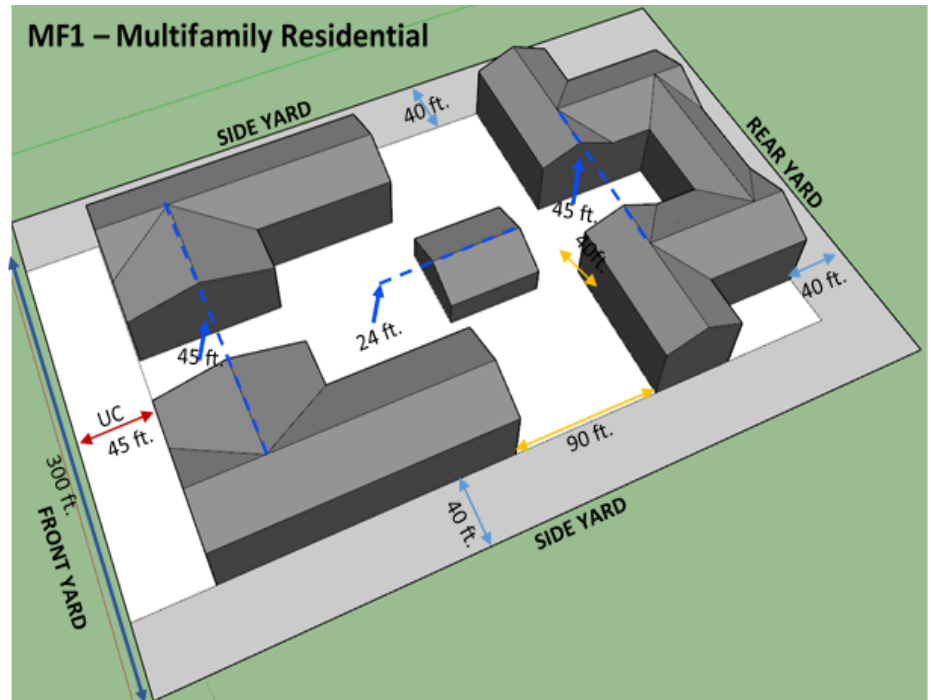
- 1) Residential
  - a) dwelling, multifamily
  - b) dwelling, two-family
  - c) home occupation
- 2) Parks & Recreation
  - a) nature preserve
  - b) recreation (passive)



# MF1

		MF1 Multifamily Low-Density
		Res      Other
Minimum Lot Size		1 ac.
Minimum Lot Width		100 ft
Minimum Lot Frontage		50 ft.
Maximum Building Height ⁹	Principal	45 ft.
	Accessory	24 ft.
Front Setback ^{1,10}	Urban Roads	PA: 50 ft. MA: 45 ft. MC: 45 ft. RC: 40 ft. LR: 35 ft.
	Rural Roads	PA: 80 ft. MA: 50 ft. UC: 45 ft. LR: 35 ft.
Side Setback ²	Principal	40 ft.
	Accessory	10 ft.
Rear Setback ²	Principal	40 ft.
	Accessory	10 ft.
Minimum Distance from Structures on Same Lot		20 ft
Minimum Ground Floor Area (Per Unit)	1 story	950 sf. Average
	2+ story	650 sf. avg.
Total Minimum Living Area (Per Unit)		950 sf. Average
Minimum Living Area Façade Width		24 ft.
Maximum Lot Coverage (structures and buildings)		50% ¹¹ Acc: 5% or 750 sf. (whichever is greater)
Maximum Lot Coverage (all impervious surfaces)		50% ¹²

## MF1 – Multifamily Residential



The plan shown does not reflect all requirements contained in this ordinance.



- ¹ See accessory structure location restrictions *Section 8.02 – Accessory Uses and Structure Standards*
- ² Check buffer yard standards *Section 7.05 – Landscaping Standards* and/or apply any applicable easement widths
- ⁹ See height exemptions per *Section 7.10 – Height Standards*
- ¹⁰ The front building setback may be reduced to a minimum of twenty-five (25) feet for single-family residential subdivision streets within major plats, minor plats, and horizontal property regimes
- ¹¹ Permitted non-residential uses shall not exceed 50%
- ¹² Permitted non-residential uses shall not exceed 60%



**District Intent**

The Multifamily Residential (MF1) District is intended to provide areas for lower-density multifamily developments for a variety of housing and ownership types such as duplex/triplex, townhomes, apartment homes, and condominiums. These lower density communities should be located in areas with access to compatible infrastructure (streets and utilities), commercial, and recreational development.

# MF1

**Conditional Uses**

- 1) Residential
  - a) Day care home, small (1-6 enrollees)
  - b) nursing home, assisted living, or retirement facility
- 2) Communications / Utilities
  - a) essential services, minor
  - b) essential services, major
- 3) Institutional
  - a) publicly-owned buildings and facilities
- 4) Parks & Recreation
  - a) recreation (active)

**Permitted Uses**

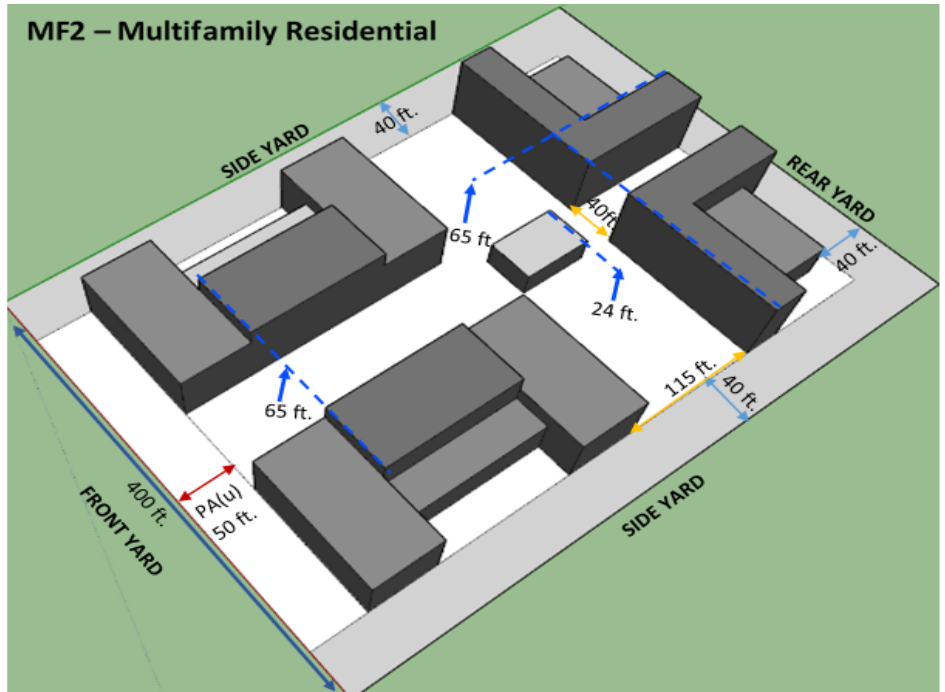
- 1) Residential
  - a) dwelling, multifamily
  - b) home occupation
- 2) Parks & Recreation
  - a) nature preserve
  - b) recreation (passive)



# MF2

		MF2 Multifamily Medium-Density	
		Res	Other
Minimum Lot Size		5 ac.	
Minimum Lot Width		150 ft.	
Minimum Lot Frontage		50 ft.	
Maximum Building Height ⁹	Principal	65 ft.	
	Accessory	24 ft.	
Front Setback ^{1,10}	Urban Roads	PA: 50 ft. MA: 45 ft. MC: 45 ft. RC: 40 ft. LR: 35 ft.	
	Rural Roads	PA: 80 ft. MA: 50 ft. UC: 45 ft. LR: 35 ft.	
Side Setback ²	Principal	40 ft.	
	Accessory	10 ft.	
Rear Setback ²	Principal	40 ft.	
	Accessory	10 ft.	
Minimum Distance from Structures on Same Lot		20 ft.	
Minimum Ground Floor Area (Per Unit)	1 story	950 sf. Average	
	2+ story	650 sf. avg.	
Total Minimum Living Area (Per Unit)		950 sf. Average	
Minimum Living Area Façade Width		24 ft.	
Maximum Lot Coverage (structures and buildings)		75% ¹¹ Acc: 5% or 2,500 sf. (whichever is greater)	
Maximum Lot Coverage (all impervious surfaces)		75%	

## MF2 – Multifamily Residential



The plan shown does not reflect all requirements contained in this ordinance.



- ¹ See accessory structure location restrictions *Section 8.02 – Accessory Uses and Structure Standards*
- ² Check buffer yard standards *Section 7.05 – Landscaping Standards* and/or apply any applicable easement widths
- ⁹ See height exemptions per *Section 7.10 – Height Standards*
- ¹⁰ The front building setback may be reduced to a minimum of twenty-five (25) feet for single-family residential subdivision streets within major plats, minor plats, and horizontal property regimes
- ¹¹ Permitted non-residential uses shall not exceed 50%



### District Intent

The Multifamily Residential (MF2) District is intended to provide areas for medium-density multifamily developments for a variety of housing and ownership types such as apartment homes and condominiums. These higher density communities should be located in areas with access to compatible infrastructure (streets and utilities), commercial, and recreational development.

# MF2

### Conditional Uses

- 1) Residential
  - a) day care home, small (1-6 enrollees)
  - b) day care home, large (7 or more enrollees)
  - c) nursing home, assisted living, or retirement facility
- 2) Communications / Utilities
  - a) essential services, minor
  - b) essential services, major
  - c) publicly-owned buildings and facilities
- 3) Parks & Recreation
  - a) recreation (active)

### Permitted Uses

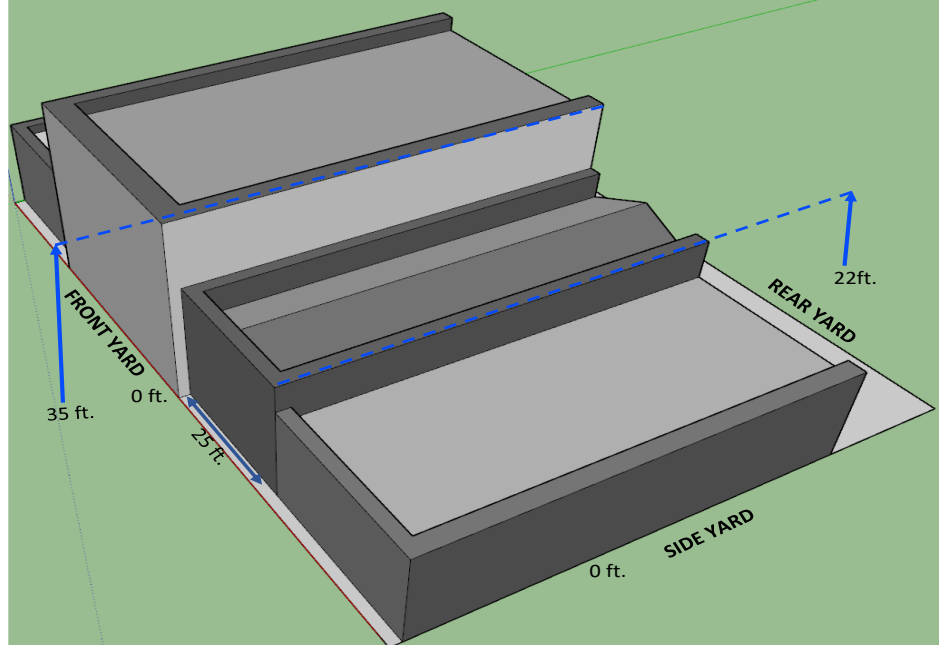
- 1) Residential
  - a) dwelling, multifamily
  - b) home occupation
- 2) Parks & Recreation
  - a) nature preserve
  - b) recreation (passive)



# CBD

		CBD Central Business District
Minimum Lot Size		N/A
Minimum Lot Width		25 ft.
Minimum Lot Frontage		25 ft.
Maximum Building Height ⁹	Principal	35 ft.
	Accessory	24 ft.
Front Setback ^{1,10}		0 ft./15 ft. ¹⁴
Side Setback ²	Principal	0 ft./5 ft. ¹³
	Accessory	5 ft.
Rear Setback ²	Principal	0 ft./5 ft. ¹³
	Accessory	5 ft.
Minimum Distance from Structures on Same Lot		10 ft.
Minimum Ground Floor Area (Per Unit)	1 story	N/A
	2+ story	N/A
Total Minimum Living Area (Per Unit)		750 sf. Avg.
Minimum Living Area Façade Width		N/A
Maximum Lot Coverage (structures and buildings)		N/A
Maximum Lot Coverage (all impervious surfaces)		N/A

## CBD – Central Business District



The plan shown does not reflect all requirements contained in this ordinance.



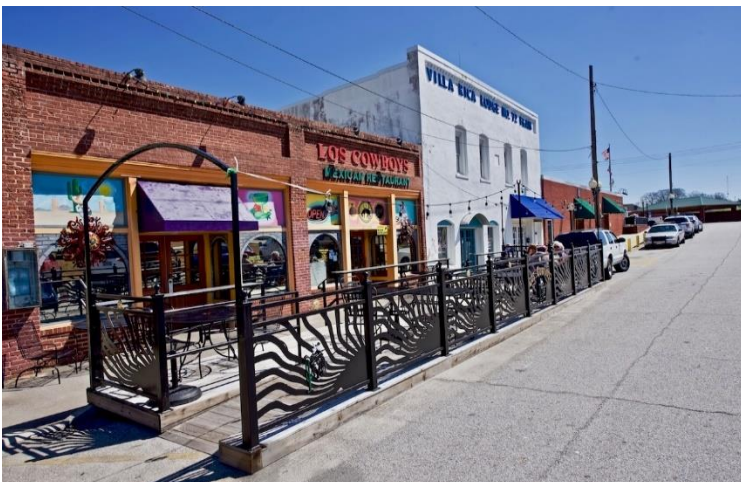
- ¹ See accessory structure location restrictions *Section 8.02 – Accessory Uses and Structure Standards*
- ² Check buffer yard standards *Section 7.05 – Landscaping Standards* and/or apply any applicable easement widths
- ⁹ See height exemptions per *Section 7.10 – Height Standards*
- ¹⁰ The front building setback may be reduced to a minimum of twenty-five (25) feet for single-family residential subdivision streets within major plats, minor plats, and horizontal property regimes
- ¹¹ Permitted non-residential uses shall not exceed 50%
- ¹³ When attached to another unit, the setback shall be 0 ft. for the shared wall.
- ¹⁴ Zero (0) front lot line on attached buildings with same setback.

### District Intent

The intent of the Central Business District (CBD) is to provide a commercial core to the downtown that allows a wide range of retail, service, municipal and tourism-related uses that includes residential uses that do not occupy street level, street fronting space. The high volume of pedestrian movement generated within this district will be facilitated as much as possible by the separation of pedestrian and vehicular traffic.

#### Conditional Uses

- 1) Agricultural
  - a) farmers market
- 2) Communications / Utilities
  - a) essential services, minor
  - b) essential services, major
- 3) Institutional
  - a) bus/train terminal



# CBD

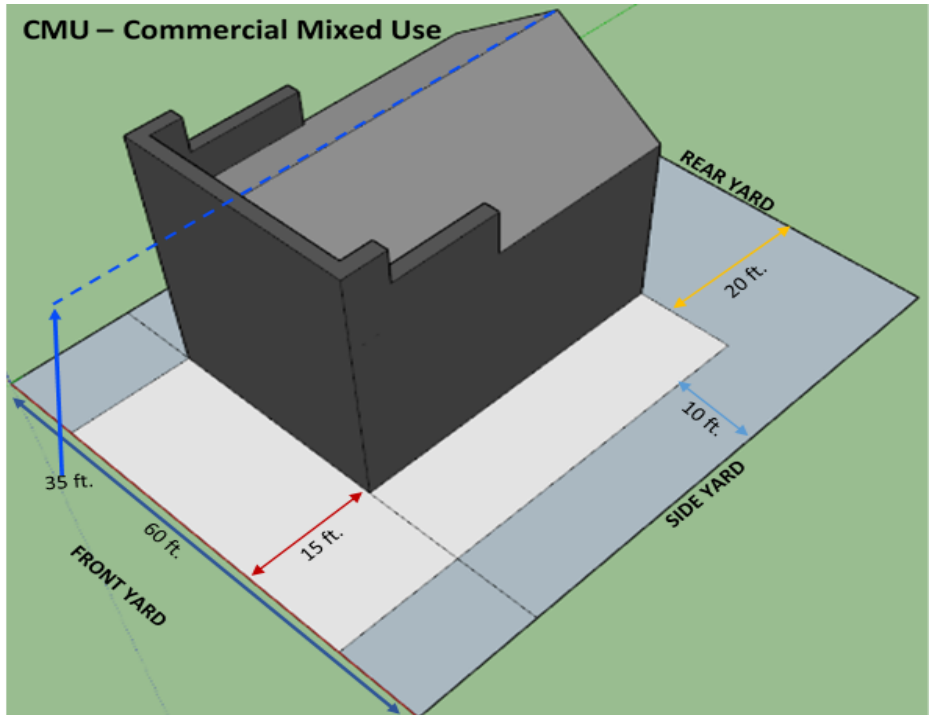
#### Permitted Uses

- 1) Residential
  - a) dwelling, part of mixed use structure
- 2) Institutional
  - a) lodge or private club
  - b) publicly-owned buildings and facilities
- 3) Parks & Recreation
  - a) nature preserve
  - b) recreation (passive)
- 4) Commercial
  - a) commercial services
  - b) fitness center
  - c) administrative/professional office
  - d) bar/tavern
  - e) coffee shop
  - f) microbrewery/brew-pub
  - g) wine and craft beer boutiques
  - h) restaurants
  - i) retail, small scale (less than 15,000 sf.)



# CMU

		CMU Commercial Mixed Use
Minimum Lot Size		10,000 sf.
Minimum Lot Width		60 ft.
Minimum Lot Frontage		50 ft.
Maximum Building Height ⁹	Principal	35 ft.
	Accessory	24 ft.
Front Setback ^{1,10}		0 ft./15 ft. ¹⁴
Side Setback ²	Principal	0 ft./10 ft. ¹³
	Accessory	10 ft.
Rear Setback ²	Principal	20 ft.
	Accessory	5 ft./10 ft. ⁶
Minimum Distance from Structures on Same Lot		10 ft.
Minimum Ground Floor Area (Per Unit)	1 story	N/A
	2+ story	N/A
Total Minimum Living Area (Per Unit)		750 sf. Avg.
Minimum Living Area Façade Width		N/A
Maximum Lot Coverage (structures and buildings)		60%
Maximum Lot Coverage (all impervious surfaces)		75%



The plan shown does not reflect all requirements contained in this ordinance.



- ¹ See accessory structure location restrictions *Section 8.02 – Accessory Uses and Structure Standards*
- ² Check buffer yard standards *Section 7.05 – Landscaping Standards* and/or apply any applicable easement widths
- ⁶ Structures 200 sf. or less / structures greater than 200 sf.
- ⁹ See height exemptions per *Section 7.10 – Height Standards*
- ¹⁰ The front building setback may be reduced to a minimum of twenty-five (25) feet for single-family residential subdivision streets within major plats, minor plats, and horizontal property regimes
- ¹³ When attached to another unit, the setback shall be 0 ft. for the shared wall.
- ¹⁴ Zero (0) front lot line on attached buildings with same setback.

## District Intent

The purpose of the Commercial Mixed-Use (CMU) District is to encourage the development of a range of convenience retail uses, personal, professional and business services required to meet the needs of the immediate neighborhood. This district could permit mixed-use development. This district should be protected from non-neighborhood serving land uses such as “big box” retail uses or other non-compatible commercial or industrial uses.

# CMU

### Conditional Uses

- 1) Agricultural
  - a) farmers market
- 2) Residential
  - a) bed and breakfast establishments
  - b) daycare home, large (7 or more enrollees)
  - c) personal care home, family (4-6 residents)
  - d) personal care home, group (7-16 residents)
  - e) home occupation
- 3) Communications / Utilities
  - a) essential services, major
- 4) Institutional
  - a) bus/train terminal
  - b) funeral home/mortuary/crematory
  - c) healthcare facilities, medical and emergency
  - d) places of worship
- 5) Commercial
  - a) filling station
  - b) storage, self-service
  - c) restaurant, fast food
  - d) retail, medium scale (greater than 15,000sf, less than 30,000sf)

### Permitted Uses

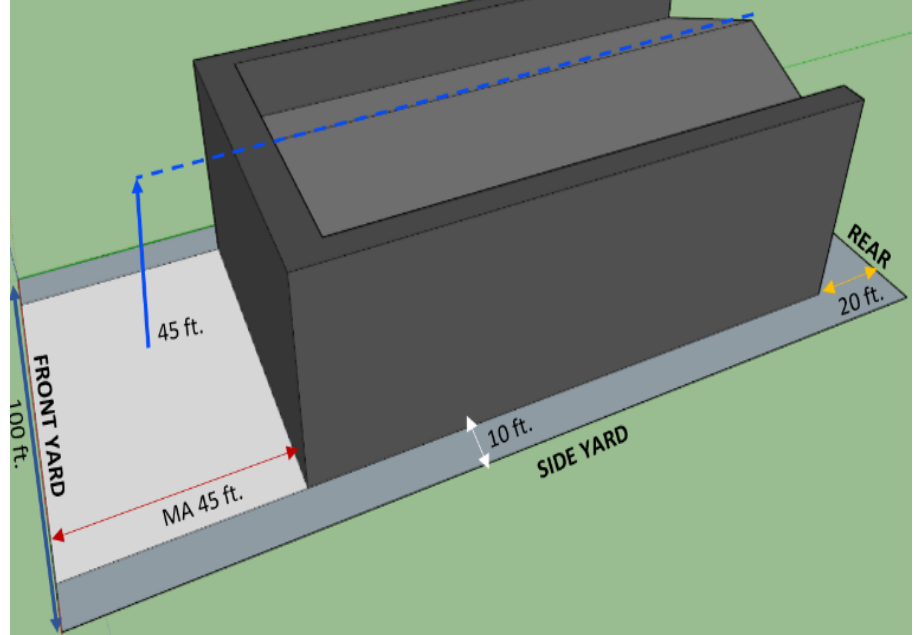
- 1) Residential
  - a) dwelling, part of mixed use structure
- 2) Communications / Utilities
  - a) essential services, minor
- 3) Institutional
  - a) cemeteries
  - b) clinics
  - c) community center
  - d) lodge or private club
  - e) publicly-owned buildings and facilities
- 4) Parks & Recreation
  - a) nature preserve
  - b) recreation (passive)
- 5) Commercial
  - a) commercial services
  - b) day care (child/adult)
  - c) fitness center
  - d) administrative/professional office
  - e) bank/financial/investment institution
  - f) veterinarian clinic/animal hospital
  - g) bar/tavern
  - h) coffee shop
  - i) microbrewery/brew-pub
  - j) wine and craft beer boutiques
  - k) restaurants
  - l) retail, small scale (less than 15,000 sf.)



# C1

		<b>C1</b> Commercial Low-Density
Minimum Lot Size		1 ac.
Minimum Lot Width		100 ft.
Minimum Lot Frontage		50 ft.
Maximum Building Height ⁹	Principal	45 ft.
	Accessory	26 ft.
Front Setback ^{1,10}		PA: 50 ft. MA: 45 ft. MC: 45 ft. RC: 40 ft. LR: 35 ft.
Side Setback ²	Principal	10 ft.
	Accessory	10 ft.
Rear Setback ²	Principal	20 ft.
	Accessory	15 ft.
Minimum Distance from Structures on Same Lot		10 ft.
Minimum Ground Floor Area (Per Unit)	1 story	N/A
	2+ story	N/A
Total Minimum Living Area (Per Unit)		750 sf. Avg.
Minimum Living Area Façade Width		N/A
Maximum Lot Coverage (structures and buildings)		50%
Maximum Lot Coverage (all impervious surfaces)		75%

## C1 – Commercial, Low-Density



The plan shown does not reflect all requirements contained in this ordinance.



- ¹ See accessory structure location restrictions *Section 8.02 – Accessory Uses and Structure Standards*
- ² Check buffer yard standards *Section 7.05 – Landscaping Standards* and/or apply any applicable easement widths
- ⁹ See height exemptions per *Section 7.10 – Height Standards*
- ¹⁰ The front building setback may be reduced to a minimum of twenty-five (25) feet for single-family residential subdivision streets within major plats, minor plats, and horizontal property regimes



### District Intent

The purpose of the Commercial, Low-Density (C1) District is to encourage well-planned commercial uses (retail, service, office, personal and professional services) on visually prominent and high use corridors to meet the needs of a community market area. These developments should provide unified design, safe ingress and egress, adequate and properly located parking and service facilities and convenient and safe pedestrian

# C1

#### Conditional Uses

- 1) Residential
  - a) daycare home: large (7 or more enrollees)
- 2) Institutional
  - a) funeral home/mortuary/crematory
  - b) places of worship
- 3) Commercial
  - a) motor vehicle repair and service, major
  - b) storage, rv and boat
  - c) entertainment complex
  - d) storage, contractor
- 4) Light and Heavy Industrial
  - a) bottle gas storage & distribution
  - b) tool & die shop

#### Permitted Uses

- 1) Agricultural
  - a) winery
- 2) Communications / Utilities
  - a) essential services, minor
  - b) essential services, major
- 3) Institutional
  - a) cemeteries
  - b) clinic
  - c) community center
  - d) healthcare facilities, medical and emergency
  - e) lodge or private club
  - f) places of worship
  - g) publically owned buildings or facilities
- 4) Parks & Recreation
  - a) golf course
  - b) nature preserve

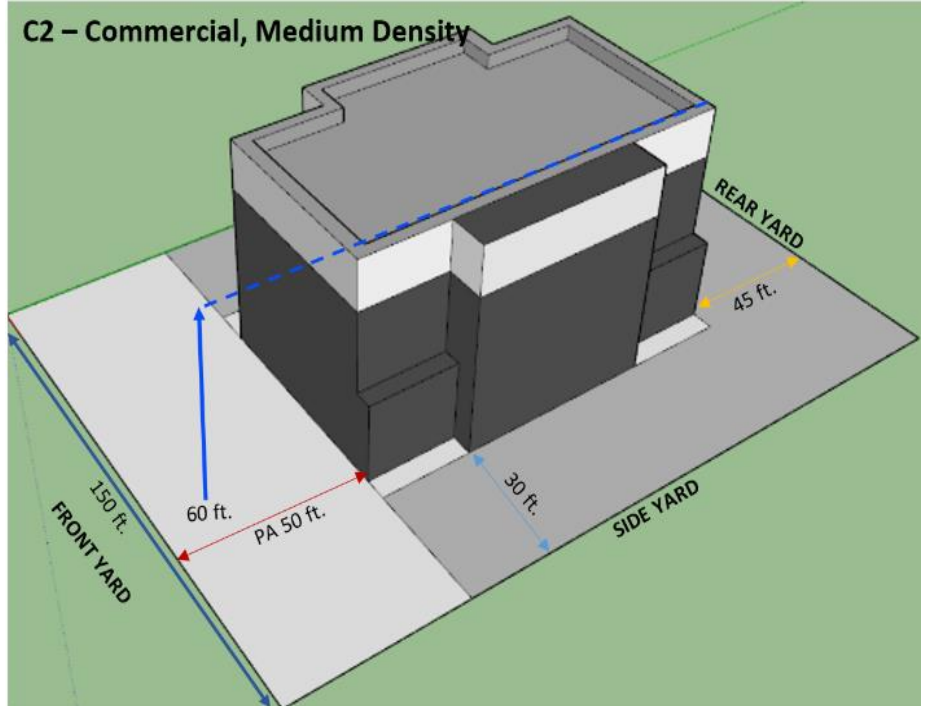
#### Permitted Uses (Cont.)

- 5) Commercial
  - a) car wash
  - b) filing station
  - c) motor vehicle parts sales (without on-site repair)
  - d) motor vehicle repair and service, minor
  - e) motor vehicle sales, small
  - f) banquet or assembly hall
  - g) retreat center
  - h) commercial services
  - i) daycare center (child/ adult)
  - j) fitness center
  - k) hotels/motels
  - l) kennel, inside runs
  - m) lawncare/landscape business
  - n) storage, self-service
  - o) administrative/professional office
  - p) bank/financial/investment institution
  - q) data processing/call center
  - r) medical/dental laboratories
  - s) veterinarian clinic and animal hospitals
  - t) bar/tavern
  - u) coffee shop
  - j) microbrewery/brew-pub
  - k) wine and craft beer boutiques
  - v) restaurants
  - w) restaurants, fast food
  - x) retail, small scale (less than 15,000 sf.)
  - y) retail, medium-scale (greater than 15,000 sf, less than 35,000 sf)

# C2

		<b>C2</b> Commercial Medium-Density
Minimum Lot Size		2.5 ac.
Minimum Lot Width		150 ft.
Minimum Lot Frontage		50 ft.
Maximum Building Height ⁹	Principal	60 ft.
	Accessory	26 ft.
Front Setback ^{1,10}		PA: 50 ft. MA: 45 ft. MC: 45 ft. RC: 40 ft. LR: 35 ft.
Side Setback ²	Principal	30 ft.
	Accessory	10 ft./30 ft. ⁴
Rear Setback ²	Principal	45 ft.
	Accessory	15 ft./45 ft. ⁶
Minimum Distance from Structures on Same Lot		10 ft.
Minimum Ground Floor Area (Per Unit)	1 story	N/A
	2+ story	N/A
Total Minimum Living Area (Per Unit)		N/A
Minimum Living Area Façade Width		N/A
Maximum Lot Coverage (structures and buildings)		50%
Maximum Lot Coverage (all impervious surfaces)		80%

## C2 – Commercial, Medium Density



The plan shown does not reflect all requirements contained in this ordinance.



- ¹ See accessory structure location restrictions *Section 8.02 – Accessory Uses and Structure Standards*
- ² Check buffer yard standards *Section 7.05 – Landscaping Standards* and/or apply any applicable easement widths
- ⁴ When adjoining the same or a more intense district /when adjoining a less intense district
- ⁶ Structures 200 sf. or less / structures greater than 200 sf.
- ⁹ See height exemptions per *Section 7.10 – Height Standards*
- ¹⁰ The front building setback may be reduced to a minimum of twenty-five (25) feet for single-family residential subdivision streets within major plats, minor plats, and horizontal property regimes

**District Intent**

The intent of the Commercial, Medium-Density (C2) District is to encourage the establishment of business and institutional uses that serve a regional market and require convenient access to high-volume transportation routes such as interstate highways or major arterial.

**Conditional Uses**

- 1) Agriculture
  - a) farm equipment sales and service
- 2) Commercial
  - a) motor vehicle sales, small
- 3) Light and Heavy Industrial
  - a) Auction facility (excluding livestock)

**Permitted Uses**

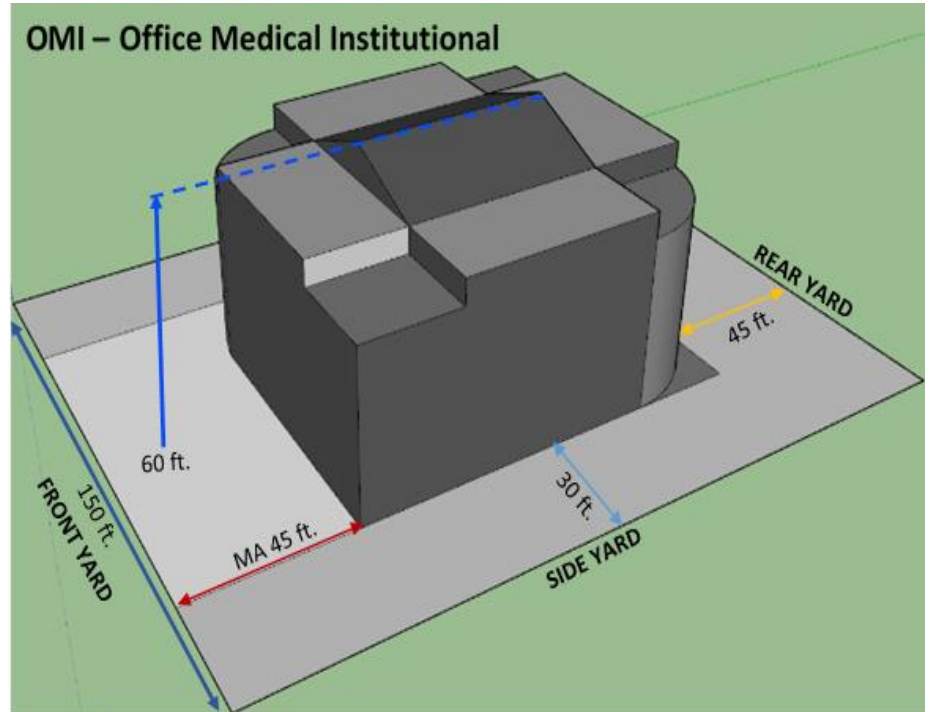
- 1) Agricultural
  - a) winery
- 2) Communications / Utilities
  - a) essential services, minor
  - b) essential services, major
- 3) Institutional
  - a) educational institution, excluding p-12, public
  - b) educational institution, p-12 only, public
  - c) educational institution, excluding p-12, private
  - d) educational institution, p-12 only, private
  - e) bus/train terminal
  - f) parking lot or structure (as primary use)
  - g) clinic
  - h) community center
  - i) healthcare facilities, medical and emergency
  - j) lodge or private club
  - k) publically owned buildings or facilities
- 4) Parks & Recreation
  - a) Campground/rv park
  - b) nature preserve

**Permitted Uses (Cont.)**

- 5) Commercial
  - a) car wash
  - b) filling station
  - c) motor vehicle parts sales (without on-site repair)
  - d) motor vehicle repair and service, minor
  - e) motor vehicle sales, large
  - f) truck stop/travel center
  - g) banquet or assembly hall
  - h) conference/convention center
  - i) entertainment complex
  - j) commercial services
  - k) daycare center (child/ adult)
  - l) fitness center
  - m) hotels/motels
  - n) kennel, inside runs
  - o) storage, self-service
  - p) administrative/professional office
  - q) bank/financial/investment institution
  - r) data processing/call center
  - s) employment service
  - t) medical/dental laboratories
  - u) veterinarian clinic and animal hospitals
  - v) bar/tavern
  - w) coffee shop
  - x) microbrewery/brew-pub
  - y) wine and craft beer boutiques
  - z) restaurants
  - aa) restaurants, fast food
  - bb) retail, small scale (less than 15,000 sf.)
  - cc) retail, medium-scale (greater than 15,000 sf, less than 35,000 sf)
  - dd) retail, large-scale, (greater than 35,000sf)

# OMI

		OMI Office Medical Institutional
Minimum Lot Size		1 ac.
Minimum Lot Width		60 ft.
Minimum Lot Frontage		50 ft.
Maximum Building Height ⁹	Principal	60 ft.
	Accessory	26 ft.
Front Setback ^{1,10}		PA: 50 ft. MA: 45 ft. MC: 45 ft. RC: 40 ft. LR: 35 ft.
Side Setback ²	Principal	30 ft.
	Accessory	10 ft./30 ft. ⁴
Rear Setback ²	Principal	45 ft.
	Accessory	15 ft./45 ft. ⁶
Minimum Distance from Structures on Same Lot		10 ft.
Minimum Ground Floor Area (Per Unit)	1 story	N/A
	2+ story	N/A
Total Minimum Living Area (Per Unit)		N/A
Minimum Living Area Façade Width		N/A
Maximum Lot Coverage (structures and buildings)		40%
Maximum Lot Coverage (all impervious surfaces)		60%



The plan shown does not reflect all requirements contained in this ordinance.



- ¹ See accessory structure location restrictions *Section 8.02 – Accessory Uses and Structure Standards*
- ² Check buffer yard standards *Section 7.05 – Landscaping Standards* and/or apply any applicable easement widths
- ⁴ When adjoining the same or a more intense district /when adjoining a less intense district
- ⁶ Structures 200 sf. or less / structures greater than 200 sf.
- ⁹ See height exemptions per *Section 7.10 – Height Standards*
- ¹⁰ The front building setback may be reduced to a minimum of twenty-five (25) feet for single-family residential subdivision streets within major plats, minor plats, and horizontal property regimes

**District Intent**

The purpose of the Office Medical Institutional (OMI) District is to encourage the establishment of campus-style areas for professional offices and services, non-retail in nature, including research facilities, testing laboratories, and administrative facilities that are office-like in physical appearance and service requirements. The district may also provide limited service and retail uses to meet the needs of the district's employees. The OIM district layout should encourage well-planned office communities with cohesive design elements, vehicular and pedestrian access, and parking facilities. This district can be used as a transitional use or buffer between commercial and more intense industrial uses.


**Conditional Uses**

- 1) Light and Heavy Industrial
  - a) tool and die shop
  - b) truck and freight terminal

**Permitted Uses**

- 1) Residential
  - a) Personal care home, group (7-16 residents)
  - b) Personal care home, congregate (17+ residents)
  - c) nursing home, assisted living, or retirement facility
  - d) independent living facility for seniors
  - e) multifamily residential, for elderly and/or disabled
- 2) Communications / Utilities
  - a) essential services, minor
  - b) essential services, major
- 3) Institutional
  - a) bus/train terminal
  - b) parking lot or structure (as a primary use)
  - c) clinic
  - d) community center
  - e) healthcare facilities, medical and emergency
  - f) publically owned buildings and facilities
- 4) Parks & Recreation
  - a) nature preserve
- 5) Commercial
  - a) conference/convention center
  - b) retreat center
  - c) daycare center (child/ adult)
  - d) fitness center
  - e) hotels/motels

**Permitted Uses (Cont.)**Commercial (cont.)

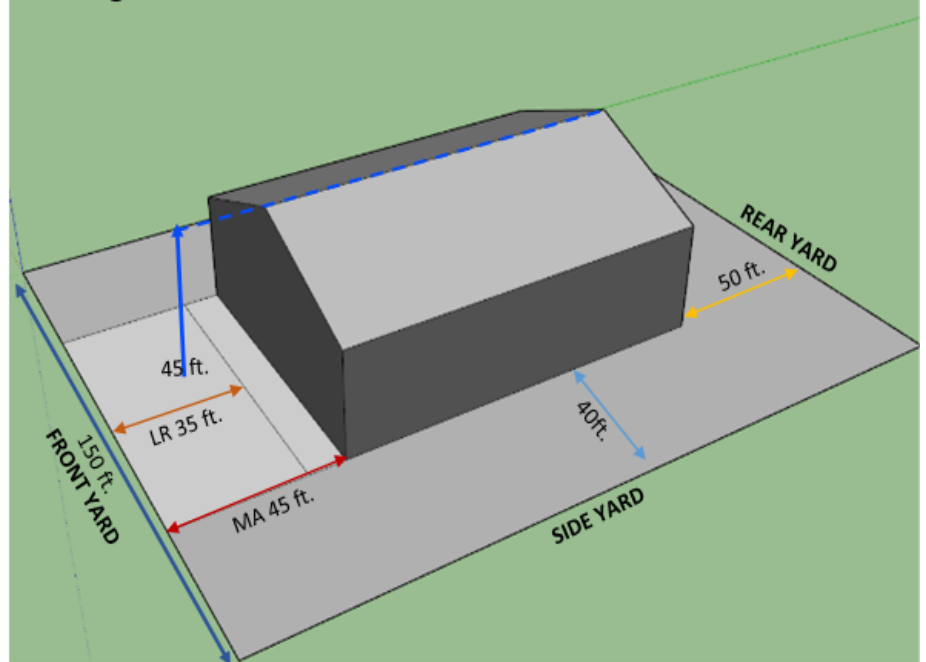
- f) conference/convention center
- g) retreat center
- h) daycare center (child/ adult)
- i) fitness center
- j) hotels/motels
- k) administrative/professional office
- l) bank/financial/investment institution
- m) data processing/call center
- n) employment service
- o) medical and dental laboratories
- p) coffee shop
- q) restaurants
- r) restaurants, fast food
- s) retail, small scale (less than 15,000 sf.)
- 6) Light and Heavy Industrial
  - a) manufacturing (light)
  - b) printing/publishing facility
  - c) research and testing laboratories
  - d) warehouse and distribution facility



# I1

		I1 Industrial Low-Density
Minimum Lot Size		1 ac.
Minimum Lot Width		100 ft.
Minimum Lot Frontage		50 ft.
Maximum Building Height ⁹	Principal	45 ft.
	Accessory	26 ft.
Front Setback ^{1,10}		PA: 50 ft. MA: 45 ft. MC: 45 ft. RC: 40 ft. LR: 35 ft.
Side Setback ²	Principal	40 ft.
	Accessory	20 ft./40 ft. ⁴
Rear Setback ²	Principal	50 ft.
	Accessory	20 ft./40 ft. ⁴
Minimum Distance from Structures on Same Lot		10 ft.
Minimum Ground Floor Area (Per Unit)	1 story	N/A
	2+ story	N/A
Total Minimum Living Area (Per Unit)		N/A
Minimum Living Area Façade Width		N/A
Maximum Lot Coverage (structures and buildings)		50%
Maximum Lot Coverage (all impervious surfaces)		75%

## I1 – Light Industrial



The plan shown does not reflect all requirements contained in this ordinance.



- ¹ See accessory structure location restrictions *Section 8.02 – Accessory Uses and Structure Standards*
- ² Check buffer yard standards *Section 7.05 – Landscaping Standards* and/or apply any applicable easement widths
- ⁴ When adjoining the same or a more intense district /when adjoining a less intense district
- ⁹ See height exemptions per *Section 7.10 – Height Standards*
- ¹⁰ The front building setback may be reduced to a minimum of twenty-five (25) feet for single-family residential subdivision streets within major plats, minor plats, and horizontal property regimes

### District Intent

The purpose of the Industrial, Low-Density (I1) District is to provide locations for production, small-scale manufacturing, assembly, warehousing, research and development facilities, and similar land uses. This district is intended to accommodate only industrial uses that do not involve the release of potential environmental pollutants or other objectionable elements such as noise, odor, dust, smoke, glare or traffic. This district is designed as a transitional use between heavy manufacturing uses and other less intense business uses.

# I1

### Conditional Uses

- 1) Commercial
  - a) impound facility
  - b) administrative/professional office
  - c) coffee shop
  - d) restaurants
  - e) restaurants, fast food
- 2) Light and Heavy Industrial
  - a) lumber yard
  - b) recycling center

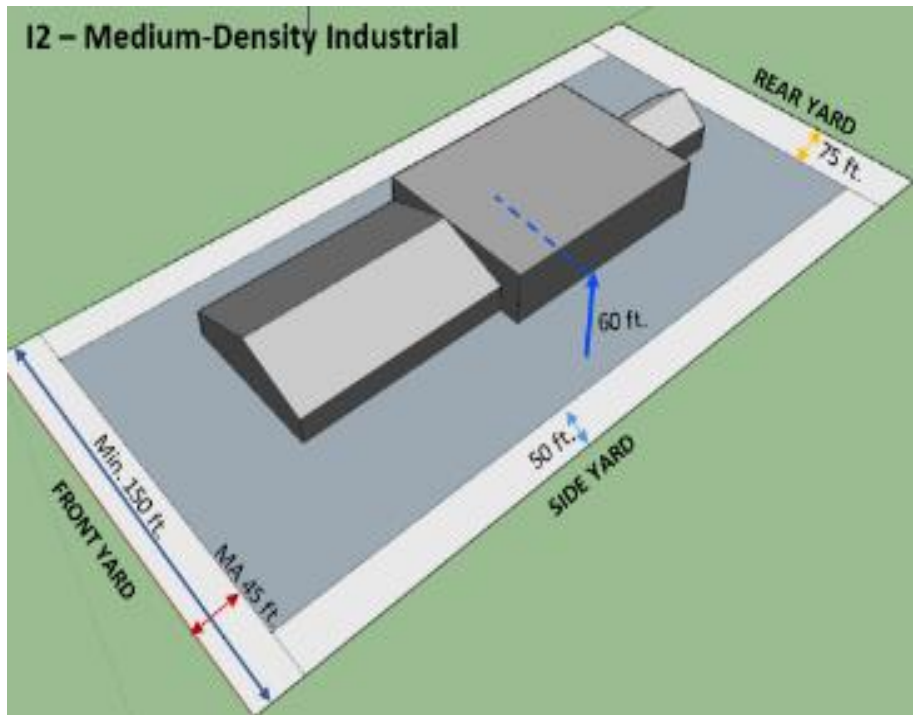
### Permitted Uses

- 1) Communications / Utilities
  - a) essential services, minor
  - b) essential services, major
- 2) Institutional
  - a) Animal shelter
  - b) publically owned buildings and facilities
- 3) Parks & Recreation
  - a) nature preserve
- 4) Commercial
  - a) motor vehicle repair and service, minor
  - b) storage, RV and boat
  - c) kennel
  - d) storage, contractor
  - e) storage, self-service
  - f) medical and dental laboratories
- 5) Light and Heavy Industrial
  - a) auction facility (excluding livestock)
  - b) bottle gas storage & distribution
  - c) food & beverage production
  - d) manufacturing (light)
  - e) printing/publishing facility
  - f) research and testing laboratories
  - g) tool and die shop
  - h) warehouse and distribution facility



# I2

		I2 Industrial Medium-Density
Minimum Lot Size		5 ac.
Minimum Lot Width		150 ft.
Minimum Lot Frontage		50 ft.
Maximum Building Height ⁹	Principal	60 ft.
	Accessory	40 ft.
Front Setback ^{1,10}		PA: 50 ft. MA: 45 ft. MC: 45 ft. RC: 40 ft. LR: 35 ft.
Side Setback ²	Principal	50 ft.
	Accessory	30 ft./50 ft. ⁴
Rear Setback ²	Principal	75 ft.
	Accessory	30 ft./50 ft. ⁴
Minimum Distance from Structures on Same Lot		10 ft.
Minimum Ground Floor Area (Per Unit)	1 story	N/A
	2+ story	N/A
Total Minimum Living Area (Per Unit)		N/A
Minimum Living Area Façade Width		N/A
Maximum Lot Coverage (structures and buildings)		60%
Maximum Lot Coverage (all impervious surfaces)		80%



The plan shown does not reflect all requirements contained in this ordinance.



- ¹ See accessory structure location restrictions *Section 8.02 – Accessory Uses and Structure Standards*
- ² Check buffer yard standards *Section 7.05 – Landscaping Standards* and/or apply any applicable easement widths
- ⁴ When adjoining the same or a more intense district /when adjoining a less intense district
- ⁹ See height exemptions per *Section 7.10 – Height Standards*
- ¹⁰ The front building setback may be reduced to a minimum of twenty-five (25) feet for single-family residential subdivision streets within major plats, minor plats, and horizontal property regimes



**District Intent**

The purpose of the Industrial, Medium-Density (I2) District is to encourage the development of manufacturing and wholesale business establishments accommodating a broad range of heavier industrial activities diverse in products, operational techniques and size, which are in locations and under conditions that minimize land, use conflicts. The I2 district is intended to be located in areas with good access to major thoroughfares and where large shipping truck traffic does not disrupt local streets.

**Conditional Uses**

- 1) Communications/Utilities
  - a) Solar farms and wind energy conversion systems, noncommercial
  - b) wireless communications facilities
- 2) Commercial
  - a) sexually oriented businesses
  - b) truck stop / travel center
- 3) Light and Heavy Industrial
  - a) composting facility
  - b) explosive manufacturing and storage
  - c) junk/scrap metal yard
  - d) mineral extraction operations
  - e) salvage yard
  - f) sanitary landfill
  - g) solid waste transfer station



# I2

**Permitted Uses**

- 1) Agricultural
  - a) agricultural chemical sales, distribution & storage
- 2) Communications / Utilities
  - a) essential services, minor
  - b) essential services, major
- 3) Institutional
  - a) publically owned buildings and facilities
- 4) Parks & Recreation
  - a) nature preserve
- 5) Commercial
  - a) impound facility
  - b) motor vehicle repair and service, major
  - c) storage, contractor
- 6) Light and Heavy Industrial
  - a) agricultural products terminal
  - b) animal & animal products processing, packaging
  - c) concrete/asphalt production facility
  - d) food & beverage production
  - e) lumber yard
  - f) manufacturing (heavy)
  - g) manufacturing (light)
  - h) Petroleum and chemical processing and storage
  - i) Power generation facility, commercial
  - j) printing/publishing facility
  - k) recycling center
  - l) truck freight terminal
  - m) warehouse and distribution facility

**CHAPTER V – INFILL DEVELOPMENT STANDARDS****Sec. 5.01 – INFILL DEVELOPMENT STANDARDS**

---

**1) INTENT**

- a) Infill development shall be considered to be new development, redevelopment, or expansion of existing legally conforming uses that occurs in an area where at least sixty-six percent (66%) of all lots on both sides of the same street block as the subject lot have been developed into residential or commercial uses, and where infrastructure is already in place. It is the general intent of this Section to:
  - i) Accommodate growth in Villa Rica by encouraging and facilitating new development on vacant, bypassed and underutilized land.
  - ii) Accommodate development in older established residential neighborhoods.
  - iii) Encourage efficient use of land and public services in the context of existing communities.
  - iv) Stimulate economic investment and development in older established communities.
  - v) Provide developers and property owners flexibility so that they can achieve high quality design and develop infill projects that strengthen existing communities.
  - vi) Create a high quality community environment that is enhanced by a balanced compact mix of development and building types that is pedestrian-scaled and, if applicable, transit-oriented.
  - vii) Improve approval certainty for infill development by providing clear development standards.

**2) GENERAL REQUIREMENTS**

- a) A Development Plan, plat, or certified plot plan shall be required for infill/redevelopment where applicable.
- b) The Development Plan / plat shall incorporate the following elements to enhance compatibility with the surrounding community:
  - i) Sidewalks that connect to the adjacent sidewalk system;
  - ii) Public streets that connect to the adjacent street pattern;
  - iii) Preservation of architecturally significant structures whenever feasible; and
  - iv) Setbacks, building envelopes, use and parking compatible with surrounding community.
- c) All new buildings (except accessory structures) shall have the primary entrance oriented to the street or public walkway, with direct, accessible, and convenient pedestrian connections.

**3) PERMITTED USES.** Permitted uses shall be determined by the following subsections:

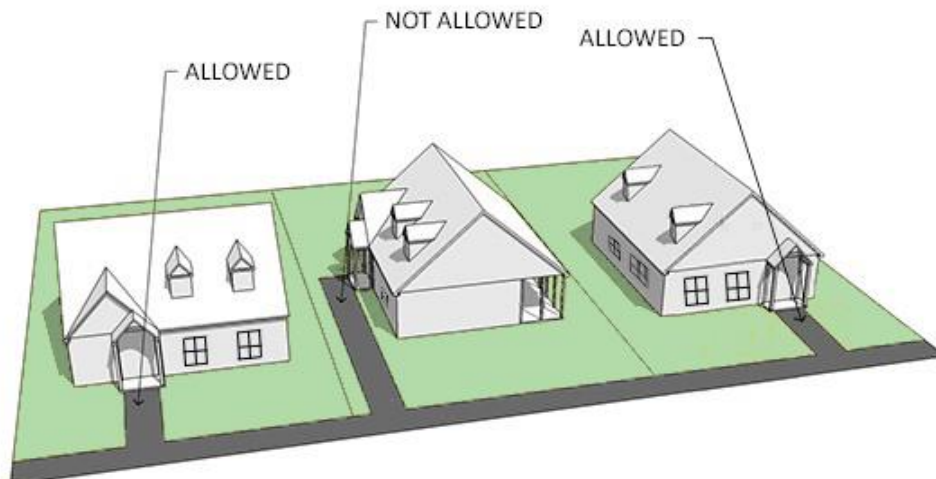
- a) Residential Areas. Areas that are made up of predominantly residential uses but no longer permit residential uses may fall under the provisions of *Subsection 3.06(2)*.
  - i) One accessory apartment dwelling unit per lot may be allowed in addition to the principal dwelling unit. Accessory apartment dwelling standards can be found in *Section 8.02 – Accessory Use and Structure Standards*.

- ii) Home occupations and home-based businesses are allowed in accordance with *Section 8.11 – Home-Based Business*.
  - b) Commercial and Mixed-Use Areas. Areas that are made up of predominantly commercial or commercial/residential mixed uses may include uses other than what is permitted in the underlying zoning district by right, subject to consistency with uses that are identified as permitted or Special Exception within the Commercial Mixed Use (CMU) zoning district, or the Central Business District (CBD).
    - i) Commercial uses may be mixed vertically or horizontally with residential uses. First floor space shall be restricted to non-residential use in areas of predominantly commercial or mixed-use.
    - ii) Mixed-use should be planned for in the context of existing walkable amenities in the neighborhood or set the standard for future redevelopment.
- 4) LOT AND DEVELOPMENT STANDARDS. Density, design, materials, use and scale should reflect local style, heritage and materials unique to those existing in the surrounding area.
- a) Lot Size. Lot areas shall be dependent on proposed densities, floor area ratios, setbacks, building heights and community compatibility.
    - i) Existing Small Lot Amnesty. A legal lot of record that existed prior to the date of record of this Ordinance, and is being used for infill or redevelopment may use the minimum lot standards that follow.
  - b) Building Height.
    - i) Buildings shall conform to:
      - (1) maximum heights allowed in the zoning district in accordance with *Table 4.4: Residential Lot Standards* or *Table 4.5: Non-Residential Lot Standards*; or
      - (2) a height that is equal to or the average of adjacent building heights.
    - ii) If the proposed building height(s) is greater than the allowed maximum, the proposed building or structure must meet the following criteria for community compatibility:
      - (1) Neighborhood scale
      - (2) Privacy
      - (3) Light and shadow
      - (4) Views
      - (5) Architectural compatibility
  - c) Setbacks. Minimum setbacks shall be:
    - i) as required in the zoning district; or
    - ii) the average of the established front and side setbacks on properties within the block or six-hundred (600) feet on both sides of the lot parallel to its side lot lines.
  - b) Bulk and Scale. Bulk and scale shall be similar to and consistent with the surrounding neighborhood as evaluated by the bulk of buildings adjacent, abutting and surrounding the

proposed development. Larger buildings should be designed to adhere to the existing architectural pattern of the surrounding neighborhood.

- d) Flexible Standards. Flexible development standards to reduce lot area, width, setbacks, height, and other standards may be permitted for infill and redevelopment at the discretion of the Director, subject to proof of good cause and benefit to the development and community, to encourage a variety of land uses, and to address difficult sites which incorporate infill and redevelopment or rehabilitation. Building height and coverage may vary so long as the project average height is consistent with the neighborhood scale and architectural rhythm and does not constitute a disruptive condition in the identity of the area as described here or in *Subsection 5.01(5)*.
- 5) **COMPATIBILITY STANDARDS**. Infill and redevelopment should provide exemplary site design, architectural design and high quality materials that are compatible with, and does not negatively alter the character of, the existing neighborhood. The applicant should refer to *Chapter IX: Design Standards*.
- a) All infill and redevelopment uses shall meet the intent of this chapter and shall be compatible with existing or proposed uses, as identified in the Comprehensive Plan, in the general vicinity of the proposed development. The following requirements shall apply:
- i) **Building Size, Height, Bulk, Mass, Scale**. Similar in height and size or articulated and subdivided into massing that is more or less proportional to other structures in the area, and maintains the existing architectural rhythm.
  - ii) **Building Orientation**. Primary facades and entries face the adjacent street with a connecting walkway that does not require pedestrians to walk through parking lots or across driveways.
  - iii) **Privacy**. Optimize privacy of residents and minimize infringement on the privacy of adjoining land uses by considering the placement of windows and door entrances. Create opportunities for interactions among neighbors in common pedestrian circulation areas of the project.
  - iv) **Building Materials** shall be similar to materials of the surrounding neighborhood or use other characteristics such as scale, form, architectural detailing, etc. to establish compatibility.

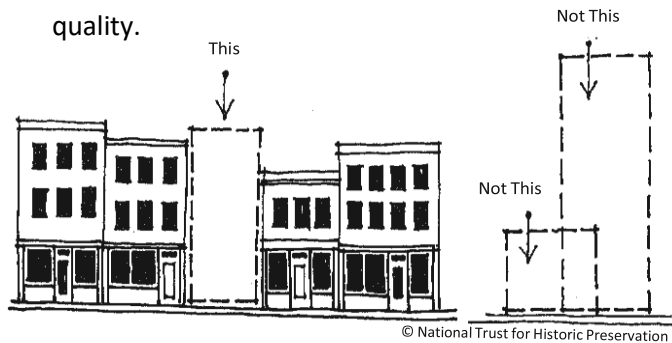
Figure 5.1: Infill Scale and Orientation Example



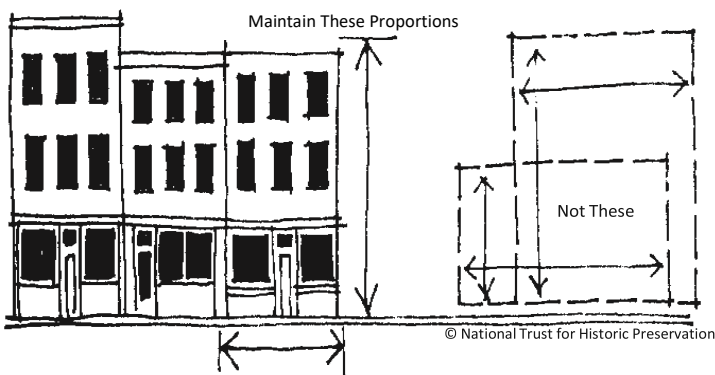
- b) All planned uses, building types, and landscaping shall be included on the Development Plan or plat and shall demonstrate the relationship of the proposed development with existing off-site development in the context of the adjacent community. Compliance with these requirements shall in and of itself be deemed to create a presumption of compatibility.
- 6) OPEN SPACE AND LANDSCAPING. All open space, recreational amenities, and landscaped areas shall meet the requirements of *Section 7.05 – Landscaping Standards* and *Section 7.13 – Open Space Requirements* unless modified per this subsection, and shall be shown on the Development Plan / Plat.
  - a) Open Space. Non-residential infill development shall provide common public open space, if planned. An open space credit may be granted if a project is connected to, and located within one-fourth (1/4) mile of, an improved public park or common area by a continuous public sidewalk.
  - b) Landscaping. Natural vegetative features and existing trees shall be incorporated into the site design if practicable. Landscaping, buffering, and other plant material requirements may be reduced at the discretion of the Director and approval of the Planning & Zoning Commission. However, the intent of the landscaping to enhance and create a hierarchy of space shall remain. Buffering and screening of incompatible uses shall be maintained.
- 7) PUBLIC FACILITIES AND UTILITIES. Existing and planned public facilities should be shown on the Development Plan / Plat.
  - a) All public streets, walkways and alleyways shall be shown on the Development Plan / plat. All through streets and walkways shall be public. The local street and walkway system shall be safe, efficient, convenient, attractive and shall accommodate use by all segments of the population.
    - i) The street and walkway system shall provide multiple, direct and continuous intra- and inter-neighborhood connections between destinations.
    - ii) The street network shall include sidewalks on both sides of the street.
- 8) PARKING. Flexibility for the number of parking spaces required by *Section 7.02 – Off-Street Parking and Loading* may be considered if the project is pedestrian-oriented and serviced within six-hundred (600) feet by public parking.
  - a) The parking plan may provide a combination of off-street and on-street spaces. On-street parking is encouraged.
  - b) Shared parking is encouraged and shall comply with *Subsection 7.02(20)*.
  - c) As is practicable, at-grade off-street parking areas should be located at the rear of dwellings in mixed-use or residential areas, with alley access.
  - d) Bicycle spaces shall be provided per *Subsection 7.2(23)*.
  - e) Infill development on properties zoned CBD shall be exempt from *Section 7.02 – Off-Street Parking and Loading Requirements*.

**Sec. 5.02 – INFILL COMPATIBILITY EXAMPLES**

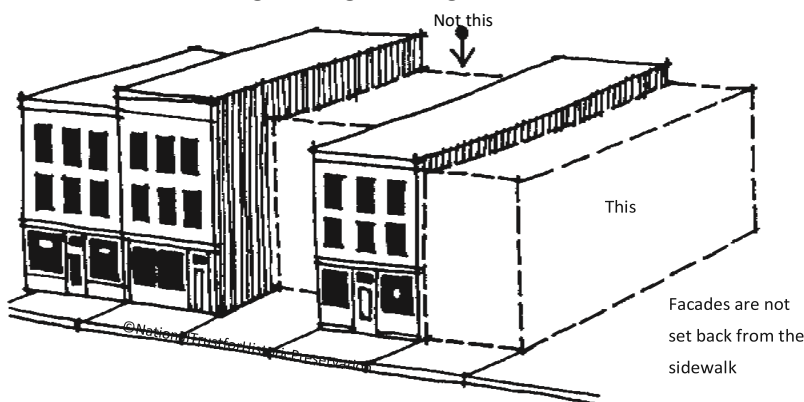
- 1) **HEIGHT.** Buildings in town centers or established neighborhoods share a similar height. Infill construction should respect this. A new facade that is too high or low can interrupt this consistent quality.



- 2) **PROPORTION.** The characteristic proportion (the relationship between height and width) of existing facades should be respected.



- 3) **RELATIONSHIP TO STREET.** The new facade's relationship to the street (setback) should be consistent with that of its neighboring buildings.



- 4) **RESIDENTIAL NEIGHBORHOOD COMPATIBILITY.** Infill development should be compatible with the established character of the existing neighborhood by utilizing a similar setback and building orientation.

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**CHAPTER VI: PLANNED UNIT DEVELOPMENT****Sec. 6.01 – PURPOSE**

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- 1) This chapter is intended to permit the creation of Planned Unit Development (PUD) Districts in accordance with Georgia Code. PUD districts are intended for a parcel of land planned as a single unit which allows for mixed uses and mixed densities under one zoning classification. This Ordinance allows any zoning district to be rezoned for the creation of a PUD district. PUD Districts create neighborhoods that can benefit from innovations in community development, provide greater efficiency in public utilities and services, and preserve open space. All Planned Unit Developments shall be served by centralized sewer and water.

**Sec. 6.02 – PUD USES AND STANDARDS**

---

- 1) **USES.** All land use classifications that are allowed in this Ordinance may be permitted within a PUD, unless otherwise omitted. All uses are subject to the discretion and approval of the City Council. Once uses are approved by the Council, they are granted by right. All land uses proposed in a Planned Unit Development must be compatible with the intent of the Comprehensive Plan and the characteristics of surrounding land uses and zoning districts.
- 2) **STANDARDS.** The development and design standards established in this Ordinance or applicable design guideline documents shall apply unless alternate development or design standards are proposed by the petitioner. The alternate development standards deemed appropriate by the Planning & Zoning Commission in order to accomplish the intent of the Planned Unit Development shall be specified in the PUD District Ordinance that is certified by the Planning & Zoning Commission and adopted by the City Council. Any lessening of the required development and design standards of this Ordinance or applicable design guideline documents shall be directly linked to the intent of the Planned Unit Development to:
  - a) Provide a mixed-use development; or
  - b) Provide a creative and unique design; or
  - c) Address unusual physical conditions on site.

**Sec. 6.03 – PROCEDURE SUMMARY**

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- 1) The section establishes procedures for the review, approval and development of a Planned Unit Development District. There are four basic steps in the PUD process which are illustrated in sequence in the flow charts on the following pages and which are described below:
  - a) Pre-Submittal Conference. The applicant is encouraged to engage in informal consultations with the Villa Rica Community Development staff prior to preparing plans. The purpose of this meeting is to discuss expectations, schedule, concept and standards contained herein. It shall be understood that no statement or representations by a member of either Staff shall be binding upon either the Council or upon any zoning body.
  - b) PUD District Ordinance and Concept Plan. The PUD District Ordinance and Concept Plan is the second step in the process for establishing a Planned Unit Development. During this step, the



petitioner's proposed development requirements for the Planned Unit Development are reviewed by the Planning & Zoning Commission and the City Council. The approved standards are codified in a PUD District Ordinance that has the effect of rezoning the subject property to a Planned Unit Development zoning district, and establishing the development requirements that will be applied in all subsequent reviews. A Concept Plan which accompanies the ordinance provides the Planning & Zoning Commission and City Council with a general vision for the development of the site.

- c) Preliminary Plat. The Detailed Development Plan is the third step in the process. In this step, the applicant prepares an overall plan for the site which will be reviewed by staff, the Technical Advisory Committee and approved by the Planning & Zoning Commission. For a Planned Unit Development that is going to be subdivided, this step also serves as the Preliminary Plat.
- d) Final Plat. The Final Plat is the final step in establishing a Planned Unit Development. During this step, the petitioner's specific plan for the entire site or a portion of the site is reviewed by the members of the Technical Advisory Committee. For a Planned Unit Development that is going to be subdivided, this step also serves as the Final Plat.
  - i) Options.
    - (1) Submission of a Preliminary Plat, processed in the manner described in this Chapter, and the subsequent submission of a Final Plat for any portion of the approved Preliminary Plat the applicant wishes to develop. The Final Plat submitted according to this option shall be processed in the manner described in this Chapter.
    - (2) Submission of a Final Plat without a Preliminary Plat, processed in the manner described in this Chapter.

#### Sec. 6.04 – PRE-SUBMITTAL CONFERENCE

- 1) Prior to submitting a Planned Unit Development application, the petitioner shall meet with the Villa Rica Community Development staff to review the zoning classification of the site, review the regulatory ordinances and materials, review the procedures and examine the proposed use and development of the property. Department staff shall aid and advise the applicant in preparing the application and supportive documents as necessary.

#### Sec. 6.05 – PUD DISTRICT ORDINANCE AND CONCEPT PLAN

- 1) **ORIGINATION OF PROPOSALS.** Any applicant may propose a Planned Unit Development district in accordance with the procedures established in this chapter. The applicant shall submit an application and fee for a Planned Unit Development in accordance with this section, *Section 6.03 –Procedure Summary*, and the established procedure of the Community Development department. The applicant shall refer to the application packet to determine the format and number of copies of the plans to be delivered.
- 2) **AREA REQUIREMENTS.** The minimum land area required for a Planned Unit Development shall be five (5) acres. However, a development of less than five (5) acres may be considered by the Planning & Zoning Commission for infill projects.

- 3) PROJECT OWNERSHIP. The project may be owned, leased, or controlled either by a single person or corporation, or by a group of individuals, or homeowner's association. Such ownership may be a public or private corporation. However, if not under single ownership, the multiple owners must have a contractual agreement (1) not to develop the parcels separately, but in accordance with a single, unified plan, and (2) in which the separate owners have given their express intentions to enter into such private agreements and to assure its completion as planned and to the satisfaction of the Planning & Zoning Commission. The City Council may grant an extension of such time for such a period as it deems in the public interest.
- 4) DEVELOPMENT STANDARDS. In addition to the applicable provisions of this Ordinance, the PUD Ordinance must comply with the following requirements unless specifically waived by the Planning & Zoning Commission:
  - a) The Planned Unit Development must be substantially completed within the period of time specified in the schedule of development submitted by the developer.
  - b) The Planned Unit Development will address the public health, safety, and general welfare.
  - c) All uses are subject to the discretion and approval of the City Council.
  - d) The PUD Ordinance shall address the impact on traffic and public services and facilities, such as schools, fire and police protection. A Fiscal Impact Analysis shall be required for developments of one-hundred fifty (150) or more residential units. The Planning & Zoning Commission may also request a Fiscal Impact Analysis or a traffic study for projects under one-hundred fifty (150) units at their discretion. These studies shall address the impact of the proposed Planned Unit Development on all adjacent streets and intersections.
  - e) The PUD Ordinance shall contain such proposed covenants, easements and other provisions relating to the proposed development standards, as reasonably are required for public health, safety and general welfare.
  - f) Gross residential density shall be calculated by dividing the gross acreage of the total development area by the size of the recommended lots to determine total dwelling units per acre in the proposed project.
  - g) Open Space shall be required in accordance with *Section 7.13 –Open Space Requirements*.
- 5) PUD ORDINANCE REQUIREMENTS
  - a) The PUD Ordinance shall address all of the development standards contained within, and may defer to, the City of Villa Rica Zoning Ordinance. At a minimum, the following requirements should be addressed:
    - i) Location, size, orientation and shape of buildings;
    - ii) Building materials and appurtenances;
    - iii) Parking;
    - iv) Signage;

- v) Exterior renovation or altering of existing structures;
- vi) Demolition of existing structures;
- vii) Landscaping;
- viii) Environmental and natural resource protection;
- ix) Erosion and sedimentation control;
- x) Vehicular and pedestrian circulation;
- xi) Outdoor lighting;
- xii) Minimum lot area;
- xiii) Minimum lot frontage;
- xiv) Minimum lot width;
- xv) Minimum front setback;
- xvi) Minimum side setback;
- xvii) Minimum rear setback;
- xviii) Maximum height of structures (principal and accessory);
- xix) Maximum lot coverage;
- xx) Minimum floor area;
- xxi) Site access;
- xxii) Site screening and buffering;
- xxiii) Location of dumpsters; and
- xxiv) Location of open spaces.

#### 6) REVIEW

- a) The Community Development department shall determine that the PUD District Ordinance and Concept Plan application are a complete submittal. The Department shall:
  - i) Docket Number. Assign the item a docket number;
  - ii) Planning & Zoning Commission. Place the item on an agenda of the Planning & Zoning Commission for public hearing; and
  - iii) Notification. Inform the petitioner of the time, date, and place of the hearing.
  - iv) Record. The Department shall maintain records of all applications, plans, and permits filed for a PUD District Ordinance and Concept Plan.

#### 7) PLANNING & ZONING COMMISSION

- a) Public Notice. The Community Development department shall be responsible for posting public notice pursuant to the Planning & Zoning Commission Rules of Procedure.
- b) Public Hearing. A public hearing shall be held in accordance with the Planning & Zoning Commission Rules of Procedure and the Ordinance draft, concept plan and testimony of the applicant and other attendees shall be considered.
- c) Decision. The Planning & Zoning Commission shall:

- i) Certify and forward the petition to the City Council with:
    - (1) A favorable recommendation;
    - (2) A negative recommendation;
    - (3) No recommendation; or
    - (4) Continue the petition to a definite future meeting date.
  - d) Commitments. In conjunction with its recommendation to the City Council regarding a PUD District Ordinance and Concept Plan, the Planning & Zoning Commission may recommend that the City Council permit the petitioner to make written commitments and may recommend that the Council impose conditions of approval concerning the use or development of the parcel.
  - e) Revisions. Following Planning & Zoning Commission approval, the petitioner shall submit revised copies of the PUD District Ordinance and the Concept Plan that address the comments and concerns of the Planning & Zoning Commission.
- 8) CITY COUNCIL
- a) Decision. The City Council shall:
    - i) Adopt the PUD District Ordinance and Concept Plan;
    - ii) Adopt the PUD District Ordinance and Concept Plan with conditions and/or commitments;
    - iii) Return the PUD District Ordinance and Concept Plan to the Planning & Zoning Commission with proposed amendments; or
    - iv) Deny the PUD District Ordinance and Concept Plan.
  - b) Meaning of Approval. Approval of the PUD District Ordinance by the City Council shall act as a zoning map amendment and an overall guide for the Planned Unit Development, setting forth concepts that shall be consistent in the Preliminary Plat (preliminary plat) and Final Plat (final plat).
  - c) Commitments. The applicant shall prepare the commitment instrument in a form approved by the City Attorney. The petitioner and the Mayor and City Council shall sign the commitment instrument.
- 9) Recording. The petitioner shall record the commitment instrument in the County Recorder's office within thirty (30) days of the approval of the PUD District Ordinance and Concept Plan. The petitioner shall deliver a copy of the recorded commitment instrument to the Community Development department before filing a Preliminary Plat petition.
- 10) Modification or Termination. A commitment or conditions of approval made under this section may be modified or terminated only by a decision of the City Council at a public hearing.
- 11) Enforcement. The City may enforce any commitment or condition of approval as if the commitment were a standard of the Villa Rica Zoning Ordinance.

**Sec. 6.06 – PRELIMINARY PLAT PROCEDURE**

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- 1) **PURPOSE.** The purpose of a Detailed Development Plan is to divide land into lots, blocks and common area.
- 2) **APPLICATION.** An application for Preliminary Plat shall be filed with the Secretary of the Planning & Zoning Commission by the owner, or his/her designee, of property for which the Planned Unit Development is proposed. The applicant shall refer to the application packet to determine the format and number of copies of the plans to be delivered and the application shall be in accordance with the established procedures of the Community Development department and shall contain, at a minimum, the following information:
  - a) Name, address, and phone number of applicant;
  - b) Name, address, and phone number of registered surveyor or registered engineer assisting in the preparation of the Preliminary Plat;
  - c) A survey of the tract that is to be developed;
  - d) Description of existing use;
  - e) Identification of the existing zoning district;
  - f) A vicinity map at a scale approved by the Planning & Zoning Commission, showing existing property lines, streets, existing and proposed zoning, and such other items as the Planning & Zoning Commission may require to show the relationship of the Planned Unit Development to the Comprehensive Plan and to existing developments, schools and other community facilities and services;
  - g) A Preliminary Plat at a scale approved by the Planning & Zoning Commission showing topography at two (2) foot intervals; the approximate location and type of residential, commercial and industrial land uses; layout, dimensions, and names of existing and proposed streets, rights-of-way, utility easements, parks and open spaces; layout and dimensions of lots and building setback lines, areas of proposed buffering; preliminary improvement drawings showing: points of ingress/egress, water, sewer, drainage, electricity, telephone, and such other characteristics as the Planning & Zoning Commission deems necessary;
  - h) Proposed schedule for the development of the site, identifying phasing where applicable;
  - i) Evidence that the applicant has sufficient control over the land in question to initiate the proposed development plan within five (5) years; including a statement of all the ownership and beneficial interests in the tract of land and the proposed development;
  - j) In the case of a residential planned unit development, the proposed density to which the Development shall be limited; and
  - k) In the case of office, commercial, industrial, or mixed-use planned unit development, a statement identifying the principal type of office, business, industrial, and/or other uses that are to be included in the proposed development.

- 3) TECHNICAL ADVISORY COMMITTEE. Once the Department has determined that it has received a submittal that is sufficiently complete for Technical Advisory Committee (TAC) review, the Department shall inform the petitioner of the time, date, and place of the meeting. Following TAC review, the applicant shall submit revised copies of the plans that address the comments and concerns of the TAC. The Department shall inform the petitioner of the time, date, and place of the Planning & Zoning Commission meeting. The public hearing procedures shall be as established in the Villa Rica Planning & Zoning Commission Rules of Procedure.
- 4) NOTICE
  - a) Notice of Public Hearing. The notice of public hearing shall occur as established in *O.C.G.A. 36-36-36. et seq.* As a minimum, the secretary shall, at least ten (10) days prior to the date set for the public hearing at the applicant's expense, publish a notice one (1) time in the City's Legal Organ. The notice shall set forth the time and place of the public hearing and a general description of the Planned Unit Development.
- 5) PUBLIC HEARING / PLANNING & ZONING COMMISSION REVIEW AND APPROVAL
  - a) After receipt of the Preliminary Plat, the Planning & Zoning Commission shall hold a public hearing within a reasonable period of time.
  - b) The Planning & Zoning Commission shall review the preliminary plan to determine if the Proposed Planned Unit Development is:
    - i) Consistent with the intent and purpose of this Ordinance;
    - ii) Whether the proposed development advances the general welfare of the community and neighborhood; and
    - iii) Whether the benefits, combination of various land uses, and the interrelationship with the land uses in the surrounding area justify the deviation from standard district regulations.
  - c) The Planning & Zoning Commission's approval in principle of the primary development shall be necessary before an applicant may submit a Final Plat.
  - d) Approval in principle shall not be construed to endorse the following:
    - i) A precise location of uses;
    - ii) Configuration of parcels;
    - iii) Engineering feasibility.
- 6) EXPIRATION. The Preliminary Plat approval shall expire in five (5) years unless final approval of all or part of the development is complete.

#### Sec. 6.07 – FINAL PLAT

- 1) PURPOSE. The purpose of a Final Plat is to provide the details for the construction of individual portions of the PUD. Typical construction plans are submitted and final plats are recorded.

- 2) SUBMISSION. After approval of the Preliminary Plat, the developer shall submit a Final Plat in accordance with established procedures of the Community Development department. The Final Plat shall be in general conformance with the Preliminary Plat as approved by the City Council. The Final Plat shall be certified by a registered engineer or land surveyor.
- 3) APPLICATION. An application for approval of the Final Plat shall be filed with the Secretary of the Planning & Zoning Commission by all owners, or their designee, of the property for which the Planned Unit Development is proposed. Each application shall be signed by the owner, attesting to the truth and exactness of all information supplied on the application for Final Plat. Approval shall expire and may be revoked if construction on the project has not begun within two (2) years from the date of issuance of the approval and such requirement shall be clearly stated on the application. At a minimum, the application shall contain the following information:
  - a) Any changes necessary to the survey of the proposed development site, showing the dimensions and bearing of the property lines, area in acres, topography, existing features of the development site, including major wooded areas, structures, streets, easements, utility lines and land uses;
  - b) All information required on the Preliminary Plat, the location and sizes of lots, location and proposed density of dwelling units, nonresidential building intensity, and land use considered suitable for adjacent properties;
  - c) A schedule for the development of units to be constructed in progression and a description of the design principles for buildings and streetscapes, tabulation of the number of acres in the proposed project for various uses, the number of housing units proposed by the type, estimated residential population by type housing. Estimated nonresidential population, anticipated timing for each unit, and standards for height, open space, building density, parking areas, population density and public improvements proposed for each unit of the development, whenever the applicant proposes an exception from standard zoning districts or other Ordinances governing development;
  - d) Engineering feasibility studies and plans showing, as necessary, water, sewer, drainage, electricity, and telephone, waste disposal facilities, street improvements, and nature and extent of earth work required for site preparation and development;
  - e) Development plan, showing buildings, various functional use areas, circulation, and their relationship;
  - f) Preliminary building plans, including floor plans and exterior elevations; Landscaping plans;
  - g) When a Planned Unit Development is to be constructed in stages or units, a schedule for the development of such stages or units shall be submitted. When a Planned Unit Development provides for common open space, the total area of common open space provided at any stage of development shall, at a minimum, bear the same relationship to the total open space to be provided in the entire Planned Unit Development as the stages or units completed or under development bear to the entire Planned Unit Development;
  - h) A traffic impact study to determine the off-site impacts on the existing thoroughfare system;

- i) When a Planned Unit Development includes provisions for common open space or recreational facilities, a statement describing the provision that shall be made for the care and maintenance of such open space or recreational facilities. If it is proposed that such open space be owned and/or maintained by any entity other than a governmental authority, copies of the proposed Chapters of incorporation and bylaws of such entity shall be submitted;
- j) Deed restrictions, and restrictive/protective covenants, and other legal statements or devices to be used to control the use, development and maintenance of the land, and the improvements thereon, including those areas which are to be commonly owned and maintained;
- k) Evidence that the applicant has sufficient control over the land in question to initiate the proposed development plan within five (5) years; including a statement of all the ownership and beneficial interests in the tract of land and the proposed development; and
- l) One (1) copy of the Preliminary Plat.

#### 4) REVIEW

- a) Review. The Technical Advisory Committee shall review Final Plats at a regular meeting. This shall not be a public hearing.
- b) TAC Review Criteria. Before taking action, TAC shall find that the facts submitted with the application and presented at the public hearing establish that:
  - i) The proposed development can be initiated within two (2) years of the date of approval;
  - ii) Each individual unit of the development, as well as the total development, can exist as an independent unit capable of creating an environment of sustained desirability and stability or that adequate assurance will be provided that such objective will be attained, the uses proposed will not be detrimental to present and potential surrounding uses, but will have a trespass
  - iii) beneficial effect which could not be achieved under standard district regulations;
  - iv) The streets as proposed are suitable and adequate to carry anticipated traffic, and increased densities will not generate traffic in such amounts as to overload the street network outside the Planned Unit Development;
  - v) Any proposed commercial development can be justified at the locations proposed;
  - vi) Any exception from standard district requirements is warranted by the design and other amenities incorporated in the Final Plat, in accordance with the Planned Unit Development;
  - vii) The area surrounding the development can be planned and zoned in coordination and substantial compatibility with the proposed development;
  - viii) The Planned Unit Development is in general conformance with the Comprehensive Plan of the City;
  - ix) The existing and proposed utility services are adequate for the commercial uses provided; and
  - x) The proposed open spaces are adequate and appropriate as identified in this Chapter.



- c) Action.
  - i) The Technical Advisory Committee shall take action to:
    - (1) approve as presented;
    - (2) approve with supplementary conditions; or
    - (3) disapprove at a public hearing.
  - ii) Following Technical Advisory Committee review, the applicant shall submit revised copies of the plans that address the comments and concerns of the Technical Advisory Committee. The applicant shall refer to the application packet to determine the format and number of copies of the plans to be delivered.
- 5) **APPEAL OF A DECISION OF THE DIRECTOR OF THE COMMUNITY DEVELOPMENT DEPARTMENT.** The decision of the Community Development Director can be appealed by the Villa Rica City Council in accordance with *Section. 11.11 – Administrative Appeals Procedure.*
- 6) **COMMERCIAL PROJECTS.** For a Planned Unit Development that is being subdivided, approval of the Final Plat shall be considered to be the Secondary Plat for recording purposes. Subdivision plat procedures/approval may coincide with, and be approved at the same time as, the Preliminary Plat and the Final Plat.
- 7) **COMMENCEMENT OF CONSTRUCTION.** No construction or site grading shall begin prior to the issuance of a Land Disturbance Permit. No Zoning Certificate shall be issued for any property for which a Planned Unit Development classification is requested and no construction shall begin until an approved Final Plat is in effect for that phase or property, whichever of the above options is chosen by the applicant. No improvement location permit shall be issued for any structure in any portion of a Planned Unit Development unless and until the final subdivision plat for that portion has been approved by the proper planning authority and recorded in the public record of the City. This requirement may be waived by the Director when it is deemed that a subdivision plat is not required.

#### **Sec. 6.08 – ALTERNATIVE SUBMISSION FOR FINAL PLAT**

- 1) **APPLICATION.** The applicant need not file a Preliminary Plat if filing a Final Plat for the entire site, incorporating all requirements of both the Preliminary and Final Plats as described in this Section. The Final Plat shall be filed with the Secretary of the Planning & Zoning Commission by at least one (1) owner, or his/her designee, of the property for which the Planned Unit Development is proposed. Each application shall be signed by the owner, attesting to the truth and exactness of all information supplied on the application for Final Plat, and submitted to the Planning & Zoning Commission for public hearing. At a minimum, the application shall contain the following information:
  - a) A survey of the tract that is to be developed showing existing features of the property including streets, alleys, easements, utility lines, existing land use, general topography and physical features;
  - b) A development plan showing the location and arrangement of all existing and proposed structures, the proposed traffic circulation pattern within the development, the areas to be

- developed for parking, the points of ingress and egress including streets where required the relationship of abutting land uses and zoning districts, proposed lots and blocks, if any, and proposed public or common open space, if any, including parks, playgrounds, school sites and recreational facilities, screening, and areas to be left in their natural state;
- c) A statement of the proposed total gross floor area, and the percentage of the development which is to be occupied by structures;
  - d) Floor plans of the proposed structures; Landscaping plans;
  - e) When a Planned Unit Development is to be constructed in stages or units, a schedule for the development of such stages or units shall be submitted. When a Planned Unit Development provides for common open space, the total area of common open space provided at any stage of development shall, at a minimum, bear the same relationship to the total open space to be provided in the entire Planned Unit Development as the stages or units completed or under development bear to the entire Planned Unit Development;
  - f) Evidence that the applicant has sufficient control over the tract to affect the proposed plan, including a statement of all the ownership and beneficial interests in the tract of land and the proposed Development;
  - g) In the case of a residential planned unit development, the proposed density to which the Development shall be limited;
  - h) In the case of Office, Commercial, or Industrial, a statement identifying the principal type of office, business and/or industrial uses that are to be included in the proposed Development;
  - i) When a Planned Unit Development includes provisions for common open space or recreational facilities, a statement describing the provision that is to be made for the care and maintenance of such open space or recreational facilities. If it is proposed that such open space be owned and/or maintained by any entity other than a governmental authority, copies of the proposed Chapters of incorporation and bylaws of such entity shall be submitted; and
  - j) Copies of any restrictive covenants that are to be recorded with respect to property included in the Planned Development District.
- 2) EXPIRATION. Approval shall expire and may be revoked if construction on the project has not begun within two (2) years from the date of issuance of the approval and such requirement shall be clearly stated on the application.

#### **Sec. 6.09 – PUD ABANDONMENT**

- 1) In the event of the abandonment of a Planned Unit Development authorized under this section, the City Council may initiate an amendment to the Zoning Ordinance so that the land will be zoned into a category or categories which approximates its existing use or such other zoning category or categories which it deems appropriate. This amendment shall follow the procedures in *Section 10.05 – Zoning Map and Text Amendments*.
  - a) Abandonment shall be deemed to have occurred when no improvements have been made pursuant to the approved Final Plat for twenty-four (24) consecutive months.

- i) The twenty-four (24) month time limitation may be extended at the discretion of the City Council.

Figure 6.1: PUD Process Summary Flow Chart

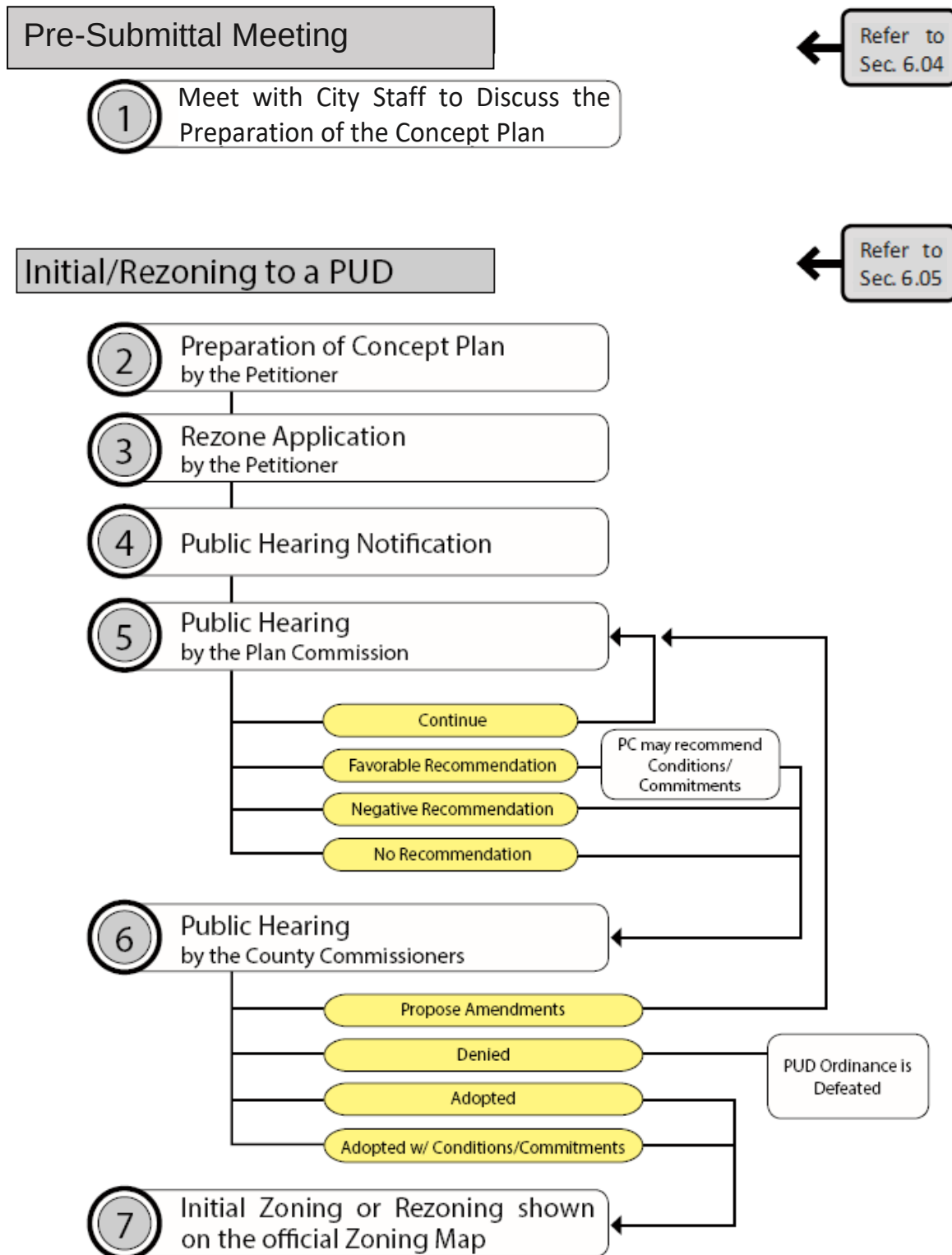
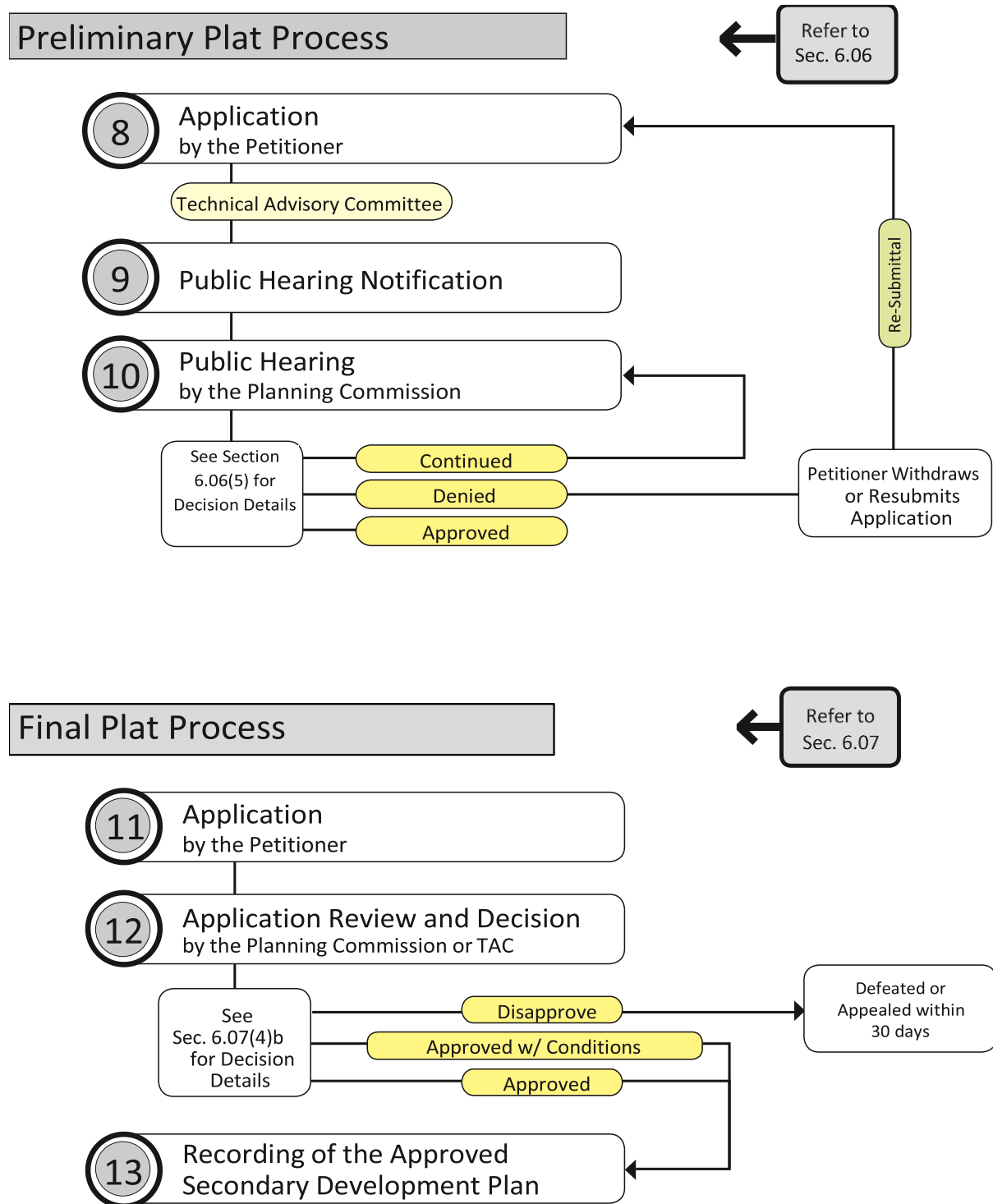


Figure 6.2: Preliminary/Final Plat Flow Chart



* If denied by the TAC, an appeal can be made to the City Council per *Section 11.11*.

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**Chapter VII – DEVELOPMENT STANDARDS****Sec. 7.01 – INTRODUCTION AND APPLICATION**

- 1) INTRODUCTION. All structures, land uses, land use changes, structural alterations, structural relocations, structural additions, and structural enlargements of legally conforming uses that are constructed, created, established, or occur after the effective date of this Ordinance (except as may otherwise be provided within this Ordinance) shall be subject to all Development Standards and regulations applicable to the zoning district in which they are located. All development plans approved prior to the effective date of this Ordinance shall adhere to the terms and conditions of approval and/or written commitments made under the zoning ordinance that was in place at the time of filing.
- 2) REQUIREMENTS FOR USES PERMITTED BY SPECIAL EXCEPTION. Any use which is permitted by Special Exception shall be consistent with the standards for the zoning district in which the use is permitted by this Ordinance. The City Council may adopt conditions of approval for any use permitted by Special Exception.
- 3) USES PERMITTED PER LOT. Only one principal use (whether a permitted or Special Exception use) of a lot shall be permitted. All other uses occurring on a lot shall be accessory to or a subordinate component of the principal use. For properties proposed to include a mix of uses or platted under the horizontal property regime, several compatible principal uses sharing a structure/structures may be considered collectively as the principal use. This shall apply to uses including and similar to shopping centers, retail and residential contained within the same structure, or residential condominiums.

**Sec. 7.02 – OFF-STREET PARKING AND LOADING**

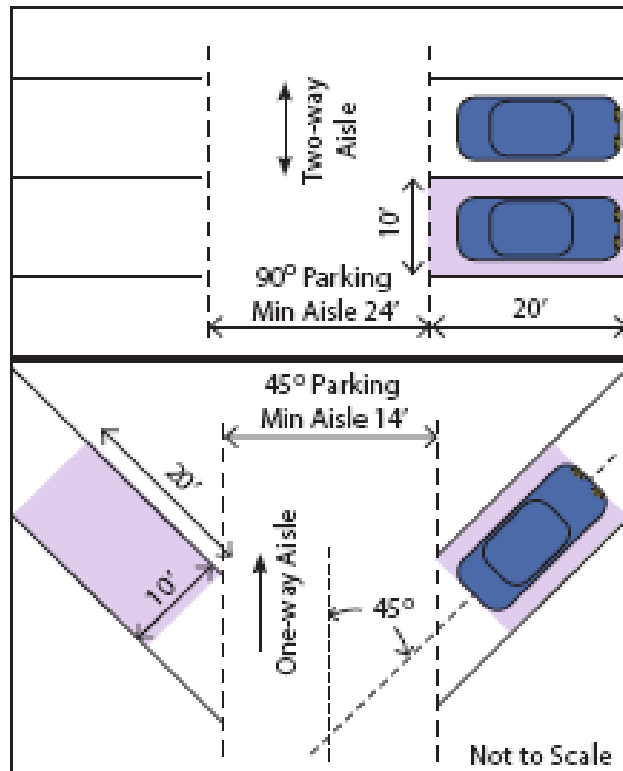
- 1) PURPOSE. The purpose of this section is to provide adequate and appropriate areas for the size, location and construction of off-street parking areas and loading areas for new or converted uses within the City. Refer to *Section 7.03 – Entrance/Drive Standards* for parking lot entrance drive standards.
- 2) GENERAL REQUIREMENTS
  - a) Any building, structure or use of land, when erected or enlarged, shall provide for off-street parking spaces for automobiles in accordance with the following provisions of this section. A parking plan shall be required for all uses except single- and two-family dwellings (ADU). The parking plan shall be submitted to the City as part of the Development Plan Review process. The plan shall show the boundaries of the property, parking spaces, access driveways, circulation patterns, drainage and construction plans, illumination, boundary walls, fences and screening, as appropriate.
  - b) Whenever a building or use constructed or established after the effective date of this Zoning Ordinance is changed in use or enlarged in floor area, number of employees, number of dwelling units, seating capacity or otherwise to create a need for an increase of ten percent (10%) or more in the number of existing parking spaces, such spaces shall be provided on the basis of the enlargement or change.

- c) Whenever a building or use existing prior to the effective date of this Ordinance is enlarged to the extent of thirty-five percent (35%) or more in floor area or in the area used, such building or use shall then comply with the parking requirements set forth herein.
- 3) REVIEW PRIOR TO ISSUANCE OF IMPROVEMENT LOCATION PERMIT. Any proposed new development or conversion for which a Land Disturbance Permit (LDP) is required as specified in *Chapter XI: Petitions, Permits, and Procedures* shall be reviewed for conformance to the requirements of this chapter.
- 4) DESIGN STANDARDS. All off-street parking facilities shall be in accordance with the following standards and specifications:
- a) DESIGN AND CONSTRUCTION OF PARKING AREAS. The following standards shall apply to the design of off-street parking areas as they are required in this section for all new or converted multifamily, commercial, industrial or quasi-public uses:
- i) Minimum Size and Maneuvering Space. The minimum size of a parking space shall be as shown on *Table 7.1: Parking Dimensions* and *Figure 7.2: Parking Aisle and Space Dimensions*. In no instance shall the overhang of a vehicle be considered as part of the required parking space area. Minimum dimensions for semi tractor-trailer parking at truck stops shall be 12.5' x 65'.
- (1) All parking spaces shall be provided with adequate maneuvering space into which vehicles can back for the purpose of exiting the parking space.
  - (2) Proximity. The parking spaces for dwelling units shall be located on the lot.
  - (3) Location. Off-street parking spaces may be located in front of a structure, but not within the required landscape buffer or utility and drainage easements, unless approved by the Planning & Zoning Commission.
  - (4) Setbacks. In no case shall a parking area be located closer than ten (10) feet from any right-of-way or adjacent property line. Parking areas shall be separated by a minimum of five (5) feet from the façade of a building or structure by an elevated sidewalk or planting strip.
- b) DESIGN AND CONSTRUCTION OF THE PARKING LOT ENTRANCE DRIVE. Refer to *Section 7.03 – Entrance/Drive Standards*.
- c) PARKING LAYOUT. In addition to the minimum requirements, a maximum of fifty (50) percent of the required parking shall be located between the front facade and the primary street. The balance of the parking shall be on the rear or side of the primary building.

Table 7.1: Parking Dimensions			
Angle of Parking	Minimum Parking Space Size		Minimum Aisle Width
	Width	Length	
Parallel	8 feet	22 feet	on-street
90 Degree	10 feet	20 feet	24 feet (two-way aisle)
60 Degree	10 feet	20 feet	18 feet (one-way aisle)
45 Degree	10 feet	20 feet	14 feet (one-way aisle)
Disabled	(refer to ADA guidelines)		

- 5) **PAVING AND DRAINAGE.** All parking areas, regardless of size, shall be a hard, dust-free surface. Pavement type and thickness shall be reviewed by the City Engineer prior to Planning & Zoning Commission approval, taking into consideration soil conditions and traffic loading. Porous pavement and pavers may also be used if approved by the Technical Advisory Committee or the Community Development Director. Pavers shall include durable materials, suitable for parking such as cobblestones, brick, concrete formed blocks or cut stone, the system of which is specifically installed and designed for vehicular loads.
- 6) **EXCEPTIONS.** Loose paving materials, including gravel, may be used on lots of five (5) acres or more with primarily agricultural uses, as approved by the City Engineer, or for other uses by Special Exception by the Villa Rica City Council.
- 7) **STORMWATER MANAGEMENT.** Stormwater runoff created as a result of the improvements to the parking area shall be controlled in such a manner so as to eliminate draining onto neighboring properties. Improved parking areas shall be incorporated into the stormwater management plan for the proposed project. Innovative drainage techniques or stormwater best management practices (BMPs) are recommended. Site grading as well as stormwater control provisions shall be reviewed and approved by the City Engineer prior to site construction.
- 8) **BARRIERS.** Wherever a parking space extends to a property line, sidewalk, walkway, landscaping, or fencing, the inclusion of wheel stops, concrete curbs, or other suitable barriers shall be required in order to prevent any part of a parked vehicle from extending beyond the property line, sidewalk, or walkway, and from destroying the screening materials.
- 9) **VISIBILITY.** Entrance drives for parking areas shall be located in such a way that any vehicle entering or leaving such parking area shall be clearly visible by any pedestrian or motorist approaching the access or driveway from a public street, private street or alley.
- 10) **MARKING.** All parking areas for more than five (5) vehicles shall be marked with paint lines or in some other manner approved by the City and shall be maintained in a clearly visible condition.
- 11) **MAINTENANCE.** All off-street parking areas shall be continually maintained in satisfactory condition so as to be safe, attractive and free of any hazard, nuisance or other unsafe condition.
- 12) **SIGNAGE.** Signs shall be in conformance with the *Article 9: Villa Rica Sign Ordinance*.

Figure 7.2: Parking Aisle and Space Dimensions



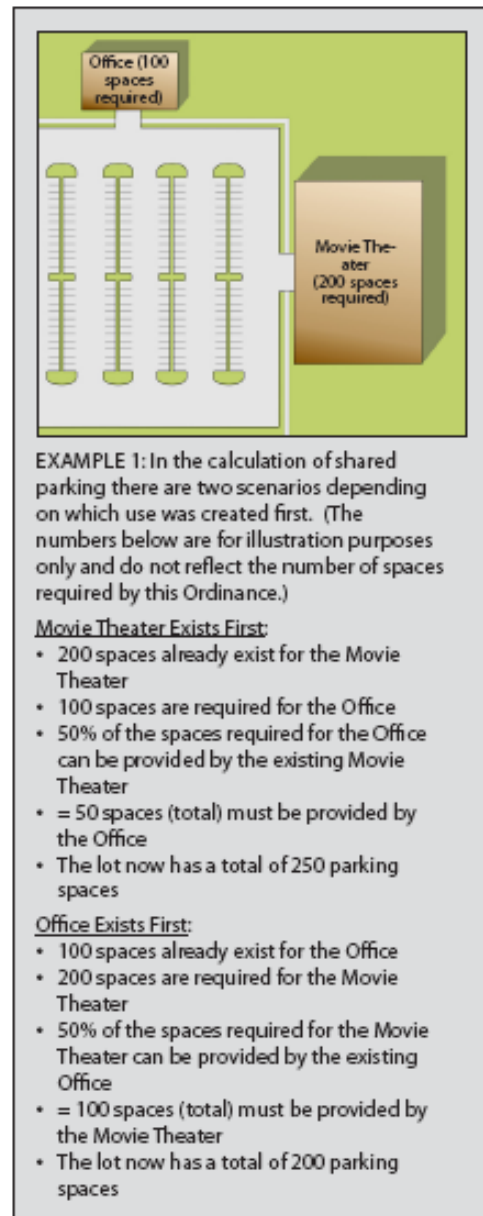
Top: Double-Loaded  
Parking (minimums)

Bottom: Diagonal  
Parking (minimums)



- 13) **LIGHTING.** When lighting facilities are used, such lighting shall be in accordance with *Section 7.12 – Outdoor Lighting*.
- 14) **LANDSCAPING.** Refer to *Section 7.05 – Landscaping Standards* for landscaping requirements. Refer to *Subsection 7.05(6)(c)(ii)* if the minimum number of parking spaces is exceeded.
- 15) **STACKING SPACES FOR DRIVE-THROUGH BUSINESSES**
- For the purposes of this Ordinance, one stacking space shall be construed as a minimum of nine (9) feet in width and nineteen (19) feet in length.
  - Businesses utilizing drive-through windows or those that offer drive-through facilities shall provide a minimum of:
    - seven (7) stacking spaces per vehicular service window for restaurants and coffee houses;
    - five (5) stacking spaces per vehicular service window or automated teller machine for banks and other financial institutions;
    - seven (7) stacking spaces per service bay for car-washing establishments;
    - three (3) stacking spaces per fuel pump or air compressor for gas stations;
    - five (5) stacking spaces per vehicular service window for all other uses.
  - Additional stacking space may be required based on the number of vehicles utilizing the drive-through at peak hour.
  - Lane widths should be delineated with pavement markings. However, individual spaces within the lane need not be marked.
    - Exception: Automobile filling stations do not need to delineate lane widths or individual spaces with pavement markings.
  - Stacking spaces shall be in addition to the required parking spaces and must not be located within a required driveway, internal circulation system, or parking aisle.
  - Stacking spaces shall begin at the point of transaction including all service windows, service bays, and automated teller machines.
- 16) **TURNING RADII.** Sufficient turning radii shall be provided in accordance with approved engineering standards so as to be adequate for all vehicle movement, including fire and safety vehicles, school buses or other oversize vehicles which may make use of the area.

Figure 7.1: Parking Calculation Example



## 17) PARKING OF COMMERCIAL VEHICLES.

- a) In commercial and industrial districts, commercial vehicles with or without signage which are over eight (8) feet in width and/or nineteen (19) feet in length shall not be stored in a parking area. Such vehicles shall be parked or stored in the required off-street loading space(s) or to the rear of the principal building when not in use or during non-business hours. Truck stops shall be exempt from this section.
- b) With the exception of properties utilized for agricultural use, truck parking (except the temporary parking for the delivery of goods and/or services) and the outdoor storage of trucks over seventy-five hundred (7,500lbs.) pounds gross vehicle weight and or eight (8) feet in height, buses, and semi-tractor and/or trailers shall not be permitted in residential districts. No vehicles shall be parked for the purposes of advertising alongside interstates and highways in any zoning district.

## 18) PARKING OF NON-COMMERCIAL MOTOR VEHICLES. The parking of recreational vehicles, travel-trailers, boats, vehicle carrier trailers (including automobiles, snowmobiles, motorcycles, etc.), equipment trailers, and other non-commercial motor vehicles associated with residential uses are subject to the following requirements:

- a) At no time shall any parked or stored recreational vehicle be occupied or used for living, sleeping, or housekeeping purpose.
- b) The Director may require a land owner to verify that the vehicle is licensed and operational.
- c) In any District the wheels or any similar transporting devices of any recreational vehicle shall not be removed except for repairs, nor shall such vehicle be otherwise permanently fixed to the ground in a manner that would prevent ready removal of said types of mobile structures.
- d) The outside storage of motor vehicles used for motorsports shall be prohibited.

## 19) SPECIAL AREA DESIGNATION. Development Plans for proposed projects shall identify the location of handicapped spaces, trash receptacles, cart corrals, fire lanes or other special areas as may be required by other local, state or federal laws.

## 20) OFF -SITE AND SHARED PARKING

- a) Off-Site Parking. Off-site parking may be allowed on another lot that is within five-hundred (500) feet of the lot occupied by the use(s) for which it is required. A formal agreement between property owners shall be provided prior to Development Plan approval. The agreement shall be recorded with the Plat.
- b) Shared Parking. Shared parking may be allowed between two (2) or more lots that share property lines.
  - i) Uses with Similar Business Hours. The total of such off-street parking spaces supplied collectively for multiple uses with similar business hours, where all uses are located within a shopping center or a retail/office/business park subdivision, may be less than the sum of the requirements for the various uses computed separately. In no case shall the sum of the requirements for the various uses be reduced by more than fifteen percent (15%) of the required parking for uses when computed separately as determined by the planning staff.
  - ii) Uses with Dissimilar Business Hours. Churches, civic clubs, auditoriums, lodge halls, banquet halls, movie theaters, and stadiums may make arrangements with existing business establishments which normally have different hours of operation for sharing up to fifty percent (50%) of their required parking spaces (Example 1), provided however, where there

- is a sharing of facilities by different owners or tenants, there shall be a written agreement approved by the Planning & Zoning Commission. In addition, should any of the uses having a joint agreement after passage of this Ordinance be changed or facilities discontinued, then the required spaces for the use or uses remaining shall be provided elsewhere as a condition precedent to the continued use of the building or buildings. The approved agreement shall be recorded with the County Recorder, and a copy kept on file with the Community Development department.
- c) Approval Requirements. All off-site and shared parking space arrangements are subject to the approval of the Director. Approvals shall be based on the determination that the use of off-site and/or shared parking will not provide hardships for pedestrians, will not result in potentiality hazardous traffic conditions, and will provide an adequate number of parking spaces for the uses involved. The parking needs of possible future uses of the property shall also be considered by the Director.
- 21) PARKING LOTS IN SPECIAL AREAS. Refer to *Chapter V: Infill Development Standards* for additional parking standards.
- 22) PARKING LOTS IN RESIDENTIAL DISTRICTS. The Planning & Zoning Commission may approve parking lots in the residential zoning districts subject to the following conditions:
- a) The parking lot shall be accessory to and for the use in connection with one or more permitted or Special Exception permitted uses in and adjoining commercial and industrial districts.
  - b) The parking lot shall contain not less than five-thousand (5,000) square feet, which shall abut at least fifty (50) feet, either directly or across an alley or street, on the district in which the use for which the parking is provided, permitted or conditionally permitted.
  - c) The parking lot shall be used solely for the parking of passenger vehicles and no commercial repair work or service of any kind shall be conducted on the parking lot.
  - d) No sign of any kind, other than those designating entrances, exits, conditions or use and penalties for improper use shall be maintained on the parking lot.
  - e) The parking lot located in a residential district shall not be illuminated after 9 p.m., with the exception of multifamily developments.
  - f) Entrances and exits shall be at least twenty (20) feet from any adjacent property located in a residential district.
  - g) Refer to *Section 7.05 – Landscaping Standards* for landscaping and screening standards.
- 23) BICYCLE PARKING. When located within five-hundred (500) linear feet from the nearest property line to a dedicated public bike/ped trail system, all non-residential uses shall provide one designated bicycle parking area for every twenty-five (25) vehicle parking spaces required by this Ordinance, with a minimum provision for three (3) bicycle spaces. Each bicycle area shall provide adequate facilities for securing the parked bicycles.
- 24) MODIFICATION. The Planning & Zoning Commission shall have the authority to modify any of the requirements of this section in accordance with *Subsection 2.02(9)(a)ix*.
- 25) LOADING AND UNLOADING SPACES REQUIRED. Every building used for nonresidential purposes which customarily receives or distributes goods by motor vehicle shall provide sufficient space on the premises for all loading and service purposes on the basis of the following minimum regulations:
- a) Number of Loading and Unloading Spaces Required

- i) Loading space as required under this section shall be provided as area additional to off-street parking spaces required by other provisions of this chapter and shall not be considered as supplying off-street parking space.
- b) Loading and Unloading Space Design Standards
  - i) Dimensions. Every loading and unloading space shall not be less than twelve (12) feet in width, forty (40) feet in length, and fourteen (14) feet clearance.
  - ii) Access. Access to truck loading and unloading spaces shall be provided directly from a public street or alley or from any right-of-way that will not interfere with public convenience and that will permit the orderly and safe movement of such trucks.
  - iii) Surfacing. All open loading spaces shall be graded and provided with a durable and dustless hard surface of asphalt, concrete, or other suitable materials capable of withstanding one thousand (1,000) pounds per square inch (psi).
  - iv) Drainage. All loading spaces shall be provided with adequate drainage facilities as approved by the City Engineer during the Development Plan Review process.
  - v) Location. No loading shall occur in a yard abutting a residential use and/or zone unless approved by the Planning & Zoning Commission.
  - vi) Screening. Landscaping and screening shall be as indicated in *Section 7.05 – Landscaping Standards*. The Planning & Zoning Commission shall have the power to determine the need for an additional amount of planting/landscaping, materials, walls, fences or any combination of these as deemed necessary.
  - vii) Lighting. When lighting facilities are used, such lighting shall be in accordance with *Section 7.12 – Outdoor Lighting*.

Table 7.2: Number of Loading Spaces	
Buiding Area	Number of Loading Spaces Required
Less than 5,000 square feet	No spaces required
5,000 square feet but less than 20,000 square feet	One (1) space required
20,000 square feet or more	Two (2) spaces required plus one (1) additional space for each 20,000 square feet over the initial 20,000 square feet

26) MINIMUM NUMBER OF PARKING SPACES. *Table 7.3: Minimum Parking Space Requirements* shall be used to determine the minimum number of parking spaces required for the specified use.

- a) Maximum Spaces. The maximum number of permitted parking spaces is the minimum required number of spaces plus ten percent (10%).
  - i) For proposed parking lots of more than one-hundred (100) parking spaces that exceed the maximum number of permitted spaces (see *Section 7.02(26)a* above), the Planning & Zoning Commission may increase the minimum amount of required interior landscaping by five percent (5%), and may require that the additional paved area be constructed with pervious pavement.

- b) Requirements for Uses Not Specified. Where a use is not specifically mentioned in *Table 7.3: Minimum Parking Space Requirements*, the requirements for a use which is so mentioned and to which said use is similar shall apply.
- c) Right-of-Way. No parking, loading or servicing of vehicles shall be done on the right-of-way of any publicly dedicated thoroughfare. This section is not intended to exclude vehicles from on-street parking in areas zoned CBD.
- d) Net Floor Area Measurement. For the purpose of determining parking space requirements in this section, the term “net floor area” means the area used for service to the public and excludes area used principally for non-public purposes such as storage, incidental repair, processing, show window, mechanical rooms, elevator shafts, stairwells, rest rooms and dressing rooms. Any derived number with a fractional value of more than fifty percent (50%) shall be rounded to the next highest whole number.

#### 27) PARKING FOR PERSONS WITH DISABILITIES

- a) Required in All Parking Lots Parking spaces for persons with disabilities shall be provided in all parking lots in accordance with Americans with Disabilities Act Accessibility Guidelines (ADAAG) for Buildings and Facilities.
- b) Standards Vehicular access aisle widths shall be the same as for perpendicular parking spaces. A handicap access aisle shall be provided adjacent to each handicap parking space and may be shared between adjacent handicapped parking spaces. If parking spaces are provided for self-parking by employees or visitors, or both, then accessible spaces shall be provided in each such parking area in conformance with the table below. Spaces required by the table need not be provided in the particular lot. They may be provided in a different location if equivalent or greater accessibility, in terms of distance from an accessible entrance, cost and convenience is ensured. Dimensions for disabled parking are provided in *Figure 7.4*.
- c) Number of Required Parking Spaces The number of parking spaces to be provided for persons with disabilities shall comply with *Table 7.3: Parking for the Disabled*.
- d) Marking All handicapped accessible spaces shall be clearly marked as such.

Table 7.3: Parking for the Disabled	
Parking Capacity	Required Minimum Spaces for Persons with Disabilities
1-25	1
26-50	2
51-75	3
76-100	4
101-150	5
151-200	6
201-300	7
301-400	8
401-500	9
501-1000	2% of total
1,001 and over	20 plus 1 for each 100 over 1,000



Table 7.4: Minimum Parking Space Requirements	
Type of Use	Minimum Required Parking
<b>Agricultural</b>	
Animal Breeding (commercially)	one (1) space per employee on largest shift
Farm Equipment Sales & Service	one (1) space per five hundred (500) square feet of enclosed sales area, plus one (1) space per two thousand five hundred (2,500) square feet of open sales area, plus one (1) space per employee on the largest shift
General Farming Uses	two (2) spaces per dwelling unit
Greenhouse or Plant Nursery	one (1) space per three hundred (300) square feet of interior sales, plus one (1) space per employee on the largest shift
Horse Stable (commercial)	one (1) space per four (4) stalls, plus one (1) space per employee on the largest shift
Truck Garden or Produce Stand	four (4) spaces per individual owner-occupied stand
<b>Residential</b>	
Accessory Apartments	one (1) space per dwelling unit
Amenity Area	one (1) space per three hundred (300) square feet of clubhouse or lodge space, plus one (1) space per two hundred fifty (250) square feet of non-competition pool
Assisted living/Senior Housing	eight-tenths (0.8) spaces for every patient/resident room/unit
Bed and Breakfast Establishment or Boarding House (owner must live on-premises)	one (1) space for each guest room, plus two (2) spaces for the owner
Facility for the Developmentally / Mentally Disabled	one (1) space for each employee on the largest shift, plus one (1) space per three (3) clients
Group Home	one (1) space per five (5) residents, plus one (1) space per employee on the largest shift
Manufactured Home Park	two (2) spaces per unit, plus one (1) visitor space for ever two (2) units
<b>Multi-Family</b>	
Studio or 1 Bedroom	one (1) space per unit, plus one (1) visitor space per three (3) units
2 Bedrooms	1.6 spaces per unit, plus one (1) visitor space per three (3) units
3 Bedrooms	1.8 spaces per unit, plus one (1) visitor space per three (3) units
4 Bedrooms	two (2) spaces per unit, plus one (1) visitor space per three (3) units
each bedroom after 4	add 0.5 spaces per additional bedroom
Nursing home or convalescent care facility	one (1) space for every four (4) beds, plus one (1) per employee on the largest shift
<b>Single-, two-family, and manufactured home</b>	
Up to 3 Bedrooms	two (2) spaces per unit
4 or more Bedrooms	three (3) spaces per unit
<b>Institutional</b>	
<b>Education</b>	
Elementary and Junior High/Middle School	two and one-half (2.5) spaces per classroom
High School	one (1) space for every five (5) students of design capacity, plus two (2) spaces for each classroom OR one (1) space for every four (4) seats in any auditorium or assembly hall, whichever is greater
Nursery School	one (1) space per employee on largest shift, plus one (1) space per five (5) attendees
University, College or Vocational School	one (1) space for every three (3) students of design capacity
<b>Other</b>	
Club or Lodge	one (1) space for every fifty (50) square feet of net floor area
Community Center	one (1) space for every three (3) people at maximum capacity
Funeral Home	one space for every seventy-five (75) square feet of parlor or chapel space; or one (1) space per five (5) seats, whichever is greater. This number shall be exclusive of spaces dedicated to hearses, company vehicles or ambulances
Government and Municipal Building	one (1) space for each three hundred (300) square feet of net floor area
Hospital	one (1) space for each two (2) patient beds (excluding bassinets), plus one (1) space for each person on largest shift
Places of Worship	one (1) space per four (4) fixed seats or eighteen (18) linear feet of bench; if no fixed seating, one (1) space per twenty-eight (28) square feet of main auditorium space
Police/Fire Station	one (1) space for every three hundred (300) square feet of net floor area, plus one (1) space for each vehicle used for fire or police protection
Post Office	one (1) space for each employee, plus one (1) space for every two hundred (200) square feet of usable floor area
Public Library, Art Gallery, or Museum	one (1) space for every five hundred (500) square feet of net floor area
Recycling Center (public)	one (1) space per two thousand five hundred (2,500) square feet of processing /storage space
Recycling Center (sorting/distribution)	one (1) space per five thousand (5,000) square feet of processing / storage space, plus one (1) space per three hundred (300) square feet of administrative/office area
Utility Service Facility/Office	one (1) space per three hundred (300) square feet of administrative/office area, plus one (1) space per company vehicle
Veterinarian Clinic/Animal Hospital (temporary boarding only, for ill or injured animals)	one (1) space for each examination room plus two (2) space for each fifty (50)square feet of reception area



Table 7.4: Minimum Parking Space Requirements	
Type of Use	Minimum Required Parking
<b>Parks &amp; Recreation</b>	
Active Recreation Area (athletic fields, tennis courts, basketball, soccer, baseball, softball, football, playgrounds, etc.)	one (1) space per acre, plus twenty (20) spaces per field, plus five (5) spaces per court
Amphitheater	one (1) space per three (3) seats, plus one (1) space per twenty-five (25) square feet of open seating area, plus one (1) space per employee on the largest shift
Driving Range	one and one-half (1.5) spaces per tee
Golf Course	two (2) spaces for each hole plus one (1) space for each one hundred (100) square feet of net floor area of the clubhouse
Passive/Low Intensity Recreation (unimproved backpacking trails, unimproved hiking trails, picnic areas, primitive camping areas, canoeing and rafting areas, etc.)	two (2) spaces per mile of trail; or one (1) space per three (3) acres
Swimming Pool (excluding private pools on residential lots)	one space for each one hundred (100) square feet of pool and pool deck area
<b>Commercial</b>	
<b>Adult</b>	
Sexually Oriented Business (unlicensed massage parlors, adult book stores, adult entertainment services, etc.)	one (1) space for every three (3) seats; OR one (1) space per two hundred (200) square feet of net floor area, whichever is greater
<b>Motor Vehicle Services</b>	
Motor Vehicle Filling Station	one (1) space for each pump
with service bays	add one (1) space for each bay or work area
with convenience store	one (1) space for each three hundred (300) square feet of enclosed net floor area
Motor Vehicle Sales (automobile, recreational vehicles, motorcycle, truck, trailer, etc.) Customer & Employee Parking	one (1) space for each five hundred (500) square feet of net floor area of sales, shop or garage, plus one (1) space per two thousand five hundred (2,500) square feet of open sales area
Motor Vehicle Service and Repair	three (3) spaces for each bay or work area
<b>Entertainment</b>	
Auditoriums and places of assembly with or without fixed seats	one (1) space per one hundred fifty (150) square feet of seating/display area
Drive-In Movie Theater	one (1) space per vehicle at maximum capacity plus three (3) spaces for employees
Indoor Recreation (billiards, video arcades, ice/roller skating rink)	one (1) space for every four (4) seats; or one (1) space for every four (4) people at maximum capacity
Miniature Golf	one (1) space for every hole
Movie Theater	one (1) space for every four (4) seats, plus one (1) space for each employee
Recreation, Commercial (water parks, sports arenas, batting cages, amusement parks, motor vehicle or animal racing facilities, etc.)	one (1) space for each three (3) seats; or one (1) space for each participant at maximum utilization, whichever is greater
<b>Service Businesses</b>	
Animal Boarding Facility (includes kennel)	one (1) space for every four hundred (400) square feet of net floor area, excluding animal exercise areas
Business, Commercial Service	one space for each three hundred (300) square feet of net floor area
Contractors Service	one (1) space for each five hundred (500) square feet of net floor area
Dance/Aerobics/Gymnastics/Martial Arts Studios	one (1) space for every two hundred fifty (250) square feet of floor area, plus adequate area for safe and convenient loading and unloading of students
Day Care Center (child/adult)	one (1) space for every four (4) attendees; minimum six (6) spaces
Health Service (health club, fitness facility, health spa, etc.)	one (1) space for every three hundred (300) square feet of net floor area
Hotel/Motel	one (1) space for each sleeping room plus one (1) space for each four hundred (400) square feet of public meeting area and/or restaurant space
Personal Service (barber shops, beauty parlors, nail salon, etc.)	two and one half (2.5) spaces per customer services chair
Self Service Storage Facility	one (1) space for each twenty (20) rental storage units; no less than three (3) spaces
Shoe Repair	one (1) space for every four hundred (400) square feet of net floor area
<b>Professional/Office</b>	
Clinics	one (1) space for every four hundred (400) square feet of net floor area
Financial Institutions	one (1) space for every three hundred (300) square feet net floor area, plus stacking space for five (5) vehicles at each vehicular service window
Bank Machine / AT M Walk-Up Facility	two (2) spaces per AT M
Professional Office (general, law, insurance, travel, design, etc.)	one (1) space for each three hundred (300) square feet of net floor area
<b>Restaurant/Food Preparation</b>	
Bakery, Retail	one (1) space for every five hundred (500) square feet of floor area; minimum five (5) spaces
Coffee Shop	one (1) space per two (2) seats; minimum six (6) spaces
Restaurant	one (1) space per three (3) seats, plus one (1) space for each employee on largest shift
with vehicular service window	one (1) space per two (2) seats, plus seven (7) stacking spaces per drive-through lane, where applicable
if no indoor seating	minimum ten (10) spaces
Bar / Tavern	one (1) space for every three (3) seats; OR one space for each one hundred square feet of net floor area, whichever is greater(100)

Table 7.4: Minimum Parking Space Requirements	
Type of Use	Minimum Required Parking
<b>Retail Businesses</b>	
Business, Retail	one space for each three hundred (300) square feet of net floor area; minimum six (6) spaces
Supermarket / Convenience Store	up to 5,000 square feet: one (1) space for every two hundred fifty (250) square feet of net floor area greater than 50,000 square feet: one (1) space for every three hundred (300) square feet of net floor area
Hardware Store / Appliance Sales	one (1) space for every four hundred (400) square feet of net floor area
Apparel / Shoe Store	one (1) space for every three hundred (300) square feet of net floor area
Furniture Store	one and one half (1.5) spaces for ever one thousand (1000) square feet of net floor area
Business, Wholesale	one (1) space for each five hundred (500) square feet of net floor area
<b>Shopping Center / Big Box</b>	
≤ 100,000 square feet gross leasable	one (1) space per three hundred (300) square feet for the first ten thousand (10,000) square feet and one (1) space per each four hundred (400) square feet thereafter
between 100,001-500,000 sq ft gross leasable area	one (1) space per three hundred fifty (350) square feet for the first ten thousand (10,000) square feet and one (1) space per each four hundred (400) square feet thereafter
> 500,000 sq ft gross leasable area	one (1) space four hundred (400) square feet
<b>Industrial</b>	
Manufacturing	one (1) space per employee on largest shift, plus one (1) visitor space per ten (10) employees
Research and Testing	
Salvage Yard	
Solid Waste Transfer Station	
Warehousing, Distribution, or Flex Tenant	

### Sec. 7.03 – ENTRANCE/DRIVE STANDARDS

- 1) INTENT. The purpose of these entrance and drive standards is to provide for a safe and efficient vehicular and pedestrian transportation system by establishing minimum standards for site entrance drives, driveways, and interior drives.
- 2) GENERAL ENTRANCE/DRIVE STANDARDS APPLICABLE TO ALL ZONING DISTRICTS.
  - a) General Requirements. All driveways and interior drives shall conform to the following design requirements:
    - i) Entrance Drives and Driveway Widths. Entrance drives shall conform to the following minimum pavement widths up to and at the point which they intersect the public right-of-way. The distances for these standards shall be determined by measuring from the outside edges of the curb or pavement (whichever is more) of the entrance or drive at the public right-of-way which it accesses. The distance shall not include any acceleration or deceleration lanes or turning radii. The width shall be:
      - (1) Fourteen (14) feet per lane (exclusive of any medians) if from a non-residential or multifamily residential use onto any type of street, and
      - (2) Twenty-four (24) feet total if from a residential major subdivision onto any type of street.
      - (3) Twelve (12) feet for an individual residential driveway onto a local street and fourteen (14) feet for one and two-family residential driveways onto arterial or collector streets.
    - ii) Design and Construction of the Parking Lot Entrance Drive. For every new or converted multi-family, commercial, industrial and quasi-public use, the following standards shall apply:



- (1) Length of entrance drive to be kept free of parking maneuvers (backing up, three-point turns, initial parking) shall meet the requirements of *Table 7.5: Parking Lot Drive Length*.
  - (2) Each ingress or egress aisle/driveway shall have a minimum width as identified in *Table 7.1: Parking Dimensions*, dependent on the angle of parking. Each aisle/driveway shall be so designed so as to provide for adequate turning and maneuvering. Each ingress or egress aisle/driveway shall be improved with hard, dust free surface materials (excluding gravel) from the street apron to the entrance of the parking area.
  - (3) There shall be no more than two (2) access ways providing for ingress or egress on any one street unless for good cause shown and approved by the City Engineer.
  - (4) Ingress and egress driveways shall not be used to meet the requirements of *Table 7.3: Minimum Parking Space Requirements* as stated in this section and thereby block the reasonable flow of vehicles to parking spaces. Parking arrangements within ingress and egress driveway areas shall be approved by the Planning & Zoning Commission.
- iii) Travel Direction. The direction of travel for vehicles using entrances shall be as follows:
- (1) All entrances providing access to a public right-of-way from all lots used for nonresidential or multifamily development shall be designed so that vehicles are traveling in a forward direction when entering and leaving.
  - (2) In no case may any entrance for any use, except residential uses, be designed to require a vehicle to back onto any arterial or collector street.
- iv) Shared Entrances and Drives. Shared entrances and drives are encouraged for all uses in all zoning districts, specifically for any multifamily residential or nonresidential uses accessing a Major Collector or Arterial street.
- (1) Access Easements. All shared entrances and drives shall be constructed only in appropriate access easements. Easements must be recorded before usage commences.
  - (2) Required Documentation. A permanent documentation of any shared entrance and drive agreement must be signed by all involved property owners. The permanent written agreement shall include, but is not limited to the following items: maintenance, snow removal, ownership, and liability. The agreement, which can be amended and assigned shall be reviewed and approved by the City Engineer and duly recorded with the County Recorder. Any changes to the agreements must be accomplished with the consent of the Community Development Director. A copy of the agreement shall be retained for the files of the Planning & Zoning Commission. The agreement shall be recorded prior to the issuance of the occupancy permit.

Table 7.5: Parking Lot Entrance Drive Length	
Parking Spaces	Distance in Feet
1-39	20
40-99	40
100-300	60
300 or more	60, plus 20 additional for each 500 additional parking spaces

- v) **Internal Drives.** Internal drives may be public or private streets that are part of the hierarchy of travelways in multifamily and commercial subdivisions, providing access to and connecting the main entrance drive, parking lots and outparcels.
    - (1) **Commercial Area Internal Linkages.** All uses located in a commercial zoning district shall provide interior drives that allow access between existing and proposed commercial uses on adjacent properties.
    - (2) The internal road minimum width shall be twenty (20) feet for multifamily and nonresidential uses and districts.
    - (3) The interior drives may be required to be curbed, provide pedestrian access and landscaping.
    - (4) **Cross-Access Required.** The drives must be designed as a single two-way drive or a pair of one-way drives that provide access between the parking lots and interior drives of all adjoining commercial uses.
    - (5) **Separation.** Interior drives providing cross-access between adjacent parcels shall be separated from the right-of-way of any such street by a minimum distance specified by the City Engineer (based on the vehicle stacking requirements of the entrance(s) to the property from the public street).
  - vi) **Curbs.** All entrances and interior drives for property used for purposes other than agriculture, single-family residential, or two-family residential shall generally be completely curbed. Curbing shall not be required if, in the opinion of the City Engineer, the drainage system for the property shall be best served if curbs were not present.
  - vii) **Driveway Separations.** Driveway locations shall conform to the requirements for separation in *Table 7.6: Minimum Distance from Drives to Nearest Intersection*.
- 3) **MODIFICATION.** The Planning & Zoning Commission shall have the authority to modify any of the requirements of this section in accordance with *Subsection 2.02(9)(a)ix*.

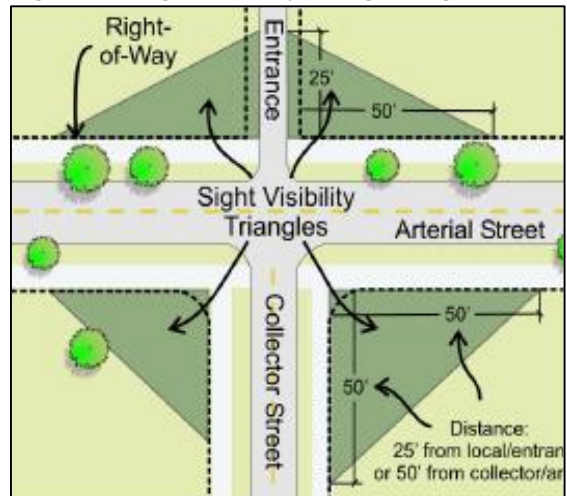
<b>Table 7.6: Minimum Distance from Drives to Nearest Intersection</b>		
Note: Distance is measured from centerline to centerline		
<b>Street Type</b>	<b>Residential Driveway</b>	<b>Non-Residential Driveway</b>
<b>Arterial</b>	300'*	600'
<b>Collector</b>	200'*	200'
<b>Local</b>	100'	100'
<b>Subdivision</b>	75', with maximum of one per lot	N/A

* It is the intent of this ordinance to avoid residential driveways directly on arterial streets. When such driveways are necessary, it is preferable to have a minimum number of access points. Therefore, in some cases, it may be preferable to located two driveways immediately adjacent, rather than to use the recommended separation.

**Sec. 7.04 – SIGHT VISIBILITY**

- 1) Sight Visibility Triangle
  - a) All properties, with the exception of those located in the Central Business District (CBD), shall maintain an area (the “sight visibility triangle”) at every intersection of an adjoining street with other streets and entrance drives. The sight visibility triangle shall be free of structures, vegetation, signs (other than street signs), fences, and other opaque or partially opaque objects between a height of two (2) and eight (8) feet measured from the nearest top-of-curb (or edge of pavement where curbs are not present).
  - b) The Sight Visibility Triangle shall be determined by a diagonal line connecting two points measured twenty-five (25) feet from the intersection of residential or local street / entrance drive lines, and fifty (50) feet from the intersection of arterial or collector street lines, or in the case of a rounded property corner, from the intersection of the street right-of-way lines extended. These standards shall not apply to official warning signs or signals necessary to the public safety.
- 2) Median and Intersection Visibility. No fence, wall, sign, hedge, tree or shrub planting, or other similar item which obstructs sight lines and elevations between two (2) and eight (8) feet above the street shall be placed within any median area within one-hundred (100) feet of an intersection. No walls, rocks, or boulders larger than two (2) feet in any dimension shall be placed in the median.
- 3) Stop Sign Visibility. No trees shall be planted in any portion of a public street right-of-way within one-hundred fifty (150) feet of a stop sign. Required street tree plantings shall be planted outside of the right-of-way.

Figure 7.2: Sight Visibility Triangle Diagram

**Sec. 7.05 – LANDSCAPING STANDARDS**

- 1) PURPOSE. The purpose of this section is to provide minimum standards for landscaping that visually enhances development, defines circulation routes, reduces heat and glare in parking areas, and provides screening between incompatible land uses.
- 2) APPLICABILITY. This section shall apply to new property development and any expansion of existing legally conforming sites or structures that exceeds thirty-five percent (35%) in conformance with *Section 1.04 – Applicability and Compliance*.
- 3) GENERAL REQUIREMENT FOR SUBMITTAL. Any property to which this section applies shall submit a landscape plan as part of the Development Plan or Plat review process. Landscape plans shall be prepared and sealed by a professional landscape architect registered in the State of Georgia, unless waived by the Director. The landscape plan shall contain the following information:
  - a) Plans shall be prepared on 24"x36" sheets at a scale no less than 1" = 50' to indicate all types of proposed landscaping improvements and shall include the following minimum information:

- i) North arrow and scale.
  - ii) The name of applicant/owner.
  - iii) The name, address and phone number of the person or firm responsible for the preparation of the plan.
  - iv) The dates the plans are submitted and/or revised.
  - v) All existing and proposed buildings and other structures, paved areas, planted areas, underground utilities, utility poles, fire hydrants, light standards, signs, fences and other permanent features to be added and/or retained on the site.
  - vi) All existing plant material to be removed or retained and all new landscaping materials to be installed.
  - vii) All existing and proposed streets, sidewalks, curbs and gutters, railroad tracks, drainage ditches and other public or semi-public improvements within and immediately adjacent to the site.
  - viii) All property lines and easements.
  - ix) Any other information which is deemed appropriate by the Director.
  - x) Details shall be shown for the planting of the types of trees, shrubs and ground cover within the buffer yard or landscaped area.
- 4) APPROVAL.
- a) No site or Development Plan required under this Zoning Ordinance shall receive secondary approval unless a buffer yard and landscape plan has been submitted and approved.
  - b) No final approval of the Land Disturbance Permit shall be granted unless the following criteria are fully satisfied with regard to the approved buffer yard and landscape plan:
    - i) Such plan has been fully implemented on the site; or
    - ii) Such plan, because of seasonal conditions, cannot be implemented immediately, but has been guaranteed by a postponed improvement agreement in accordance with *Subsection 7.05(5)(h) – Assurance of Installation/Completion*.
- 5) GENERAL LANDSCAPING STANDARDS. Buffer yard and landscape materials shall consist of the following items as indicated below. The proposed landscape materials should complement the form of the existing vegetation, as well as the development's general design and architecture. The cultural conditions (shade, sun, moisture, and location of planted material) should be considered in selecting plant materials.
- a) Maintenance of Landscaping and Buffer yards. All landscape materials shall be installed and maintained according to accepted nursery industry procedures.
    - i) 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.
    - ii) All unhealthy or dead plant material shall be replaced within one (1) year, or by the next planting period, whichever comes first.
    - iii) 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.

- iv) 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.
- b) Buffer yard and Landscaping Establishment. Once the landscape plan has been approved by the Planning & Zoning Commission or its designee and established by the owner, it may not be used, disturbed or altered in any way that would decrease its effectiveness for any purpose.
- c) Earthen Mounds. Earth mounds shall be physical barriers that block or screen the view, similar to a hedge, fence or wall. Mounds shall be constructed using approved fill and with a maximum slope of 3:1 (run:rise) and planted with proper and adequate plant materials to prevent erosion. A difference in elevation between areas requiring screening does not constitute an existing earth mound and shall not be considered as fulfilling any screening requirement.
- d) Plant Material. Artificial plants are prohibited. All plant materials shall be living plants and shall meet the following requirements. Plant materials used in conformance with the provisions of this chapter shall conform to the standards of the American Association of Nurserymen and shall have passed any inspections required under State regulations.
- e) Ground Cover. Any part or portion of a nonfarm parcel that is not used for structures, loading or parking spaces, sidewalks, etc., shall be landscaped or left in a natural state that complies with the applicable ordinances of the City of Villa Rica. If landscaped, it shall be planted with an all-season ground cover and with trees and shrubs in accordance with the requirements of this Ordinance and in keeping with the natural surroundings.
- f) Preservation of Existing Vegetation. Any existing vegetation that is retained, and that meets the species and location requirements of this section, may be counted towards fulfilling the minimum landscaping requirements, subject to the approval of the Community Development Director. No construction activity of any kind shall take place within the area defined by the drip-line of any vegetation that is to be retained and counted as fulfilling these requirements.
  - i) Protected Trees. Consistent with the expressed purposes of this subsection, all persons shall make reasonable efforts to preserve and retain any existing, healthy, self-supporting trees, referred to as “protected trees.” The minimum size of trees to be protected: deciduous trees - six (6) inch caliper; evergreen trees - eight (8) inch caliper; and ornamental trees - two (2) inch caliper. No person shall take out, destroy, cause to be destroyed, move or remove any protected tree in preparation for development activity without first obtaining a Land Disturbance Permit from the Community Development department.
    - (1) To further encourage the preservation of existing trees, each protected tree that is preserved and is greater than eight (8) inches in caliper may be counted toward the required landscape materials at a rate of two (2) required shade or evergreen trees or four (4) required ornamental trees. Preserved trees may not count toward the caliper inches required for mitigation of any trees removed.
    - (2) Exemptions. The requirements of this subsection shall be followed except:
      - (a) During a period of emergency, such as a tornado, ice storm, flood or any other such extreme act of nature;

- (b) If the failure to remove a tree would constitute an imminent danger to the environment, property, public health, safety, or welfare due to the hazardous or dangerous condition of such tree;
  - (c) For necessary tree removal by a public agency or utility company within plotted or dedicated utility easements;
  - (d) In an area upon which a permanent structure is located or will be located within a lot building area for all zoning districts;
  - (e) With respect to trees on developed single-family lots;
  - (f) With respect to trees of less than twelve (12) caliper inches on all lots less than 20,000 sq. ft.;
  - (g) With respect to dead, substantially injured, diseased or damaged trees;
  - (h) Government agencies, tree farms, nurseries and agricultural uses shall be exempt from this subsection provided tree removal is consistent with normal and regular business activity.
- (3) Requirements for Development Plans. All applications for a Land Disturbance Permit or Development Plan Review that will require removal of protected trees shall include a protected tree plan or indicate on the demolition, grading and landscape plans the following:
- (a) A scale map or a plot plan showing the proposed development and noting the location of all protected trees. Tree stands may be outlined giving species and category of trees.
  - (b) Notations regarding which protected trees are to be removed, replaced, or are requested to be counted toward landscaping requirements.
  - (c) Methods of protection.
- g) Measurement Standards. All new trees required to be planted by this Ordinance shall be measured as follows:
- i) All broadleaf / deciduous trees shall be two and one-half (2½) inches in diameter (DBH-Diameter at Breast Height) at the time of planting, measured at six (6) inches above the root ball.
  - ii) All evergreen conifers shall be four (4) feet in height at the time of planting, measured from the top of the root ball.
  - iii) All shrubs shall be twenty-four (24) inches in height at the time of planting, measured from ground level.
- h) Assurance of Installation/Completion. Plant material used for buffer yards, medians, entrances, ponds, or street or subdivision perimeter landscaping shall be designated as “Common Area” or as a landscape easement on the landscape plan(s), and shall be installed prior to the recording of the plat of the subdivision. A final Certificate of Occupancy shall not be issued until all landscaping shown on the landscape plan has been installed. A temporary Certificate of Occupancy may be issued for the property for a period of up to six (6) months as weather conditions permit landscape installation, provided that the developer shall submit a financial guarantee in the amount of one-hundred twenty-five percent (125%) of the installed cost of landscaping when planting has to be delayed.



- i) Bonding. The applicant shall also have the option of posting a bond equal to one-hundred fifty percent (150%) of the material and installation costs identified on the plan if the installation of buffer yard and landscaping materials are to be completed at the end of a project. This bond will permit the City to contract the installation of the approved landscape plan, with the applicant's landscape contractor, at the required "prevailing wage rate" should the applicant fail to install the landscape plan within one (1) complete growing season. The "Prevailing wage rate" is the rate at which the City must pay a contractor to provide services for the City. If the applicant desires bonding, the applicant shall revise the cost annually to account for increases in costs of labor and materials.
  - j) Utility Easement Conflicts. Required plant material shall be located in areas exclusive of drainage and utility easements and overhead utilities. Plant material shall not be placed in the road/street right-of-way without permission from the City Engineer.
- 6) **PARKING AREA LANDSCAPING**
- a) Perimeter Landscaping for Off-Street Parking Areas. All parking lots, including parking spaces (excluding interior drives and loading/unloading areas), shall be separated from all public or private street rights-of-way by a landscape screen that is a minimum of twenty (20) feet in width. Parking areas adjacent to other developed parcels shall require a planting area that is a minimum ten (10) feet in width. Trees shall be provided for interior drives per *Subsection 7.05(8) – Street Tree Planting Requirements*. Screening may consist of any of the following options or a combination:
    - i) Planting. A minimum of one (1) tree shall be provided for every thirty (30) linear feet of landscaped area. The trees may be a combination of deciduous and evergreen. The tree requirement may be reduced or eliminated if street trees are provided per *Subsection 7.05(8)* and are within thirty (30) feet of the edge of the parking area. In addition, a minimum of one (1) shrub shall be provided at a minimum of every three (3) feet in order to form a continuous screen a minimum of thirty-six (36) inches high within two (2) years of planting. The spacing may be wider than three feet depending on shrub selection and with approval by the Director. A minimum of fifty percent (50%) of the required shrubs shall be evergreen; or
    - ii) Landscape Berm. A landscaped berm that is a minimum of three (3) feet in height shall be provided along the length of the landscaped area. Trees shall be provided and shrubs where the berm tapers to less than thirty-six (36) inches to maintain a continuous screening height of thirty-six (36) inches.
  - b) Perimeter Landscaping for Off-Street Parking Lots adjacent to Residential Uses or Zoning Districts. Parking lots shall be screened adjacent to the residential use or zoning district to a minimum height of four (4) feet in accordance with the appropriate buffer yard as determined by *Table 7.8: Applicable Buffer Yard Types* and *Table 7.9: Buffer Yard Types Description*.
  - c) Interior Landscaping for Off-Street Parking Areas. Parking areas (including loading, unloading and storage areas) containing more than twenty-five (25) vehicular parking spaces, shall provide interior landscaping in addition to the previously required perimeter landscaping. Interior landscaping may be contained in peninsulas or islands.
    - i) Landscaping area. Five percent (5%) of vehicular use area shall be landscaped. However:

- (1) Minimum area. The minimum landscape area permitted shall be one-hundred eighty (180) square feet with trees planted a minimum of four (4) feet from the curb or the edge of the pavement;
    - (2) Distribution. The required landscape areas are to be adequately dispersed throughout the off-street parking areas; and
    - (3) Ground Cover. Shrubs, ground cover, and other live plant material shall be used to fill the rest of the interior landscaped area.
  - ii) Maximum Spaces. The maximum number of permitted parking spaces is the minimum required number of spaces plus ten percent (10%).
    - (1) For proposed parking lots of more than one-hundred (100) parking spaces that exceed the maximum number of permitted spaces (see *Subsection 7.02(26)a* above), the Planning & Zoning Commission may increase the minimum amount of required interior landscaping by five percent (5%), and may require that the additional paved area be constructed with pervious pavement.
  - iii) A minimum of one (1) broadleaf/deciduous tree providing shade at maturity shall be provided for every one-hundred eighty (180) square feet of landscaped area. To obtain minimum desired coverage, the maximum spacing between required canopy trees shall be one-hundred (100) feet.
    - (1) As trees mature, trees shall have a clear trunk to at least five (5) feet above the ground, and the remaining plant material shall be maintained not to exceed three and one-half (3½) feet in height.
  - iv) Vehicle overhang. Parked vehicles may hang over the interior landscaped area no more than two (2) feet, as long as concrete or other wheel stops are provided to insure no greater overhang or penetration of the landscaped area.
- 7) Residential Landscaping. Landscaping as stated below shall be required for all single- and multifamily subdivision development, and developments under the horizontal property regime prior to the issuance of a Certificate of Occupancy. Extensions of up to one-hundred twenty (120) days may be granted to take advantage of optimal planting conditions.
  - a) Major Subdivision Perimeter Landscaping. Landscaping plant material shall be provided on the perimeter of major subdivision development when adjacent to a public right-of-way as follows:
    - i) A twenty (20) foot wide landscape area adjacent to the road or right-of-way shall be provided. The landscaping shall be designated as “common area” or placed in a landscape easement. All attempts should be made to avoid conflicts with drainage and utility easements that would prevent the installation of landscape materials in accordance with the Ordinance.
    - ii) Trees shall be provided at a minimum rate of five (5) trees per one-hundred (100) linear feet of perimeter planting. Trees shall be staggered throughout the planting area and no two (2) trees shall be closer than twenty (20) feet. Perimeter plantings shall be a roughly equal mix of deciduous canopy trees and evergreen trees. Up to twenty-five percent (25%) of the trees may be of the ornamental type for color and accent.



- iii) Shrubs shall be provided at a minimum rate of ten (10) per one-hundred (100) linear feet of perimeter planting. Medium to large shrubs are encouraged in the twenty (20) foot wide landscape area.
- iv) Calculation. Trees and shrubs shall be prorated and rounded up to the nearest whole number for every foot over the initial one-hundred (100) feet.
- v) Planting Pattern. It is suggested that the required trees and shrubs be at least fifty percent (50%) evergreen, planted in clusters or irregular patterns, and shall be combined with perimeter fences, walls, or mounds as detailed below.
- b) Subdivision Perimeter Fences / Walls / Mounds. One of the following landscaping options shall be required in addition to the plant material specified above in *Subsection 7.05(7)*.
  - i) Decorative perimeter fences/walls shall be combined with plant material and shall be constructed of masonry, stone, wood, or decorative metal. Fences/walls constructed of synthetic materials that simulate natural materials will also be considered. Fences/walls shall be at least thirty-six (36) inches in height, but not over seventy-two (72) inches in height. Transparent (open) or opaque fences/walls may be used. Fencing/walls may only be provided by the developer and only located in the area designated as “common area” or “landscape easement.” Landscaping may be placed on the right-of-way side of the fence/wall, outside of the public right-of-way.
  - ii) Mounds. Mounds shall be combined with plant material, as described above, and may include fencing. Mounds shall be located in an area designated as “Common Area” or “landscape easement.” Mounds shall be a minimum of three (3) feet in height. Maximum side slope shall not exceed a three to one (3:1) ratio. Continuous mounds (levee look) are not permitted.
- c) Common Area. Where a Common Area is designated on the plat or Development Plan of a residential project, a Property or Homeowner’s Association shall be formed and shall be required to provide necessary maintenance to said common areas as per *Subsection 7.13(3)(h)*.
- d) Individual Lot Landscaping. The minimum landscape package for front and side yards shall be consistent with *Table 7.7: Individual Residential Lot Landscaping* and the following:
  - i) The minimum number of shrubs required is a total for the side and front yard combined, not for each yard individually.
  - ii) Lots that have existing trees in the front yard that meet the required minimum shall not be required to plant additional trees. In order for the existing trees to qualify as an existing tree it must be a minimum size of two (2) inch caliper measured six (6) inches above the existing ground elevation at the base of the tree and be part of the finish landscape package upon completion of the residence and the final lot grading.
  - iii) In addition to the above requirements, landscape packages for corner lots shall include a street side-yard (which shall be defined as the yard fronting the street on the side of the house that does not face the street) plan of one (1) evergreen tree and twelve (12) shrubs.
  - iv) All trees shall be planted such that upon maturation the branches and limbs shall not interfere with the adjacent property use. Any tree becoming such a nuisance shall be trimmed or cut back to eliminate the nuisance by the property owner.

- v) Plant material shall be placed out of the Sight Visibility Triangle at intersections as per *Section 7.04 – Sight Visibility*. There should be a clear visibility zone between thirty-six (36) inches and nine (9) feet maintained by the property owner.
- vi) Trees shall not be planted in the right-of-way.

<b>Table 7.7: Individual Residential Lot Landscape</b>			
<b>Zoning District</b>	<b>Number of Trees</b>	<b>Minimum Number of Shrubs</b>	<b>Front Yard Sod</b>
AG	3	12	no
R1	3	12	no
R2	2	10	yes
SFA	2	10	yes

For PUDs, single-family residential developments shall comply with the requirements of the zoning district most closely reflective of the density of development contained in this subsection.

- 8) **STREET TREE PLANTING REQUIREMENT.** The following are street tree planting requirements for all districts:
- a) **Requirements.** Trees along public streets shall be planted in such a manner, type, quality and location as approved by the Planning & Zoning Commission and the same requirement shall apply to all streets with or without undeveloped frontage.
    - i) One (1) street tree shall be placed every forty (40) to sixty (60) feet outside of the right-of-way per the City Engineer, but within five (5) feet of the edge of the right of way in order to contribute to the streetscape.
    - ii) The tree location is to be at least twenty (20) feet from fire hydrants or utility poles.
    - iii) A suitable tree is to be used when planting under or within ten (10) lateral feet of overhead utility wires which will not affect the transmission or service of overhead utility services, subsurface drains, driveways, sidewalks, and underground utilities. Refer to *Table 7.12: Trees for Planting on Streets and Highways that Minimize Conflict with Overhead Utilities* for suitable trees.
    - iv) The developers shall be required to maintain the trees for one (1) year after the trees are planted and shall replace any tree which dies within such one (1)-year guarantee period. Upon completion of a street planting, the landscape contractor shall contact the Director or his/her designee for a preliminary inspection. The guarantee period shall begin after the approval by the Planning Director. A final inspection shall be made at the end of the guarantee period. All trees not exhibiting a healthy, vigorous growing condition, as determined by the City's inspection, shall be promptly replaced at the expense of the developer.
    - v) **Replacement Trees.** A person who removes, damages or causes to be removed a public tree from tree lawn or other public place shall be required to replace the tree at his or her own expense. The replacement tree shall be a species from *Table 7.13: Trees for Planting on*

*Streets, Highways, and Parking Lots or Table 7.14: Trees for Planting on Streets and Highways that Minimize Conflict with Overhead Utilities.*

- 9) RETENTION POND LANDSCAPING. Shrubs and emergent vegetation are encouraged to be planted on pond perimeters. These plants may be exempt from minimum required plant sizes set forth in *Subsection 7.05(5)*. The use of this plant material is more desirable than nonnative manicured turf in order to provide color, filter runoff, limit waterfowl, and improve water quality.
- a) Choose plant material that is native to Georgia.
  - b) Pond edge seed mixes are available from local suppliers. Pond edge landscaping may also be established from seed.
  - c) Maintenance shall be consistent as it may take up to three (3) years to mature.
  - d) Plant denser ground covers around outfall and drainage outlets to control erosion and stabilize the ground.
- 10) WASTE CONTAINERS/ RECYCLING CONTAINERS / SERVICE STRUCTURES SCREENING REQUIREMENTS. WITH the exception of single-family residential districts, no owner, tenant or occupant of any lot in any district may store, place, or keep, or permit to be stored, placed or kept on that lot, any combination of dumpsters, compactors, grease dumpsters or any other waste or garbage containers (hereinafter referred to as “containers”), that exceed a total of one-hundred twenty (120) gallons in capacity, outside an enclosed building, except for collection purposes as is otherwise permitted in this Ordinance, unless the following conditions are met.
- a) The containers shall be located on a concrete pad that is enclosed by a three-sided structure constructed of masonry construction or wood sufficient to provide complete visual screening of the containers to a height of twelve (12) inches above the top of the containers. The unit shall be constructed with materials similar to the principal structure. The structures shall not be located closer than twenty (20) feet from any dwelling on an adjacent residential lot. The structure shall not project into or be located on a front or side yard. It may be located in a rear yard but shall be not less than five (5) feet from any rear or side lot lines. On corner lots the enclosure can sit no closer to the street than the building itself.
  - b) Any service structure that can be seen from the first floor of a residence or from any street shall be screened. Structures may be grouped together; however, screening height requirements shall be based upon the tallest of the structures. “Service Structures” shall include, but not be limited to: loading docks, propane tanks, dumpsters, electrical transformers, utility vaults which extend above ground, ground-mounted utility equipment and any electrical or other equipment or elements providing service to a building or a site.
    - i) Location of screening. There shall be a continuous planting, hedge, fence or wall of earth, having one-hundred percent (100%) opacity, which would enclose any service structure on all sides, unless such structures must be frequently moved or accessed, in which case screening on all but one side is required. The average height of the screening material shall be six (6) feet or one (1) foot greater than the height of the enclosed structure, whichever is greater, but shall not, in any case, be required to exceed ten (10) feet in height.
  - (1) Whenever a service structure is located next to a building wall, perimeter landscaping material, or off-street parking area landscaping material, such walls or screening material may fulfill the screening requirement set out in *Subsection 7.05(6)*. Whenever

service structures are screened by plant material, such material may count towards the fulfillment of required interior or perimeter landscaping. Whenever a service structure is screened by a wall or fence, such wall or fence shall be constructed of the same materials as the building which it services.

- ii) Curbs to protect screening material. Whenever screening material is placed around any dumpster or waste collection unit which is emptied or removed mechanically on a regularly occurring basis, a curb to contain the placement of the container shall be provided within the screening material on those sides where there is such material. The curbing shall be at least one (1) foot from the material and shall be designed to prevent possible damage to the screening when the container is moved or emptied.
- c) If the opening of the unit is in sight of the public right-of-way, it shall be covered by a door constructed of a solid material which shall remain closed when not in use, and it shall be maintained in good condition.

11) **MECHANICAL EQUIPMENT BUFFERING STANDARDS.** Mechanical equipment materials and buffering standards applicable to the multifamily residential and nonresidential zoning districts:

- a) Ground Level. All outdoor storage areas for completed products manufactured on-site, production materials, building-mounted utilities, outdoor refrigeration units and mechanical equipment located on the ground shall be screened consistent with the following requirements. In no instance shall this be interpreted as applying to merchandise for sale that is temporarily or seasonally placed outdoors.
  - i) Fencing. A minimum six (6) feet tall, one-hundred percent (100%) opaque fence of wood, brick, or stone construction shall completely screen the area from the view of public streets and adjacent properties. Opaque six (6) feet tall gates shall be provided to access the facility. The gates shall generally remain closed, except when immediate access to the area is required.
  - ii) Landscape Screening. Evergreen planting shall be provided around the exterior perimeter of the required fencing.
    - (1) Evergreen shrubs shall be a minimum of two (2) feet tall at the time of planting, and planted at a maximum of three (3) feet on center. Wider spacing may be permitted depending on the species and upon approval of the Director.
- b) Roof-mounted. All roof-top equipment, such as HVAC units, shall be screened from the view of all public streets by parapets, dormers, or other screens. The material of all such screens shall be consistent with the exterior materials used on the facade of the structure.

12) **BUFFER YARD REQUIREMENTS.** The following requirements shall pertain to buffering a new use from an existing adjacent use or district as described below. The purpose of these buffering and screening standards is to lessen the potential conflicts between the possible uses in one zoning district and those uses in adjacent districts through the use of setbacks and landscaping. The potential degree of conflict between the uses determines the extent of the buffer required.

- a) Applicability.
  - i) Screening areas shall be provided for the purpose of minimizing the friction between incompatible land uses and improving the aesthetic and functional quality of new development;

- ii) Where vegetative and/or topographic conditions that provide a natural screening and buffer exist prior to development of properties in question, every effort shall be made to retain such conditions. In such cases, additional screening may not be required, provided that provision is made for maintenance of such areas; and
  - iii) The Planning & Zoning Commission may waive the requirement for a wall, fence or greenbelt if equivalent screening is provided by existing or planned parks, parkways, and recreation areas or by topography or other natural conditions.
- b) Buffer Yard Standards. The buffer yard standards only apply along the property lines where the two dissimilar uses or zoning classifications meet as specified in *Table 7.8: Applicable Buffer Yard Types*. The required buffer yards shall be installed despite the presence of streets, alleys, and other features. Existing mature vegetation may be credited towards required buffering. When a dissimilar land use locates next to an established residential land use within the same zoning classification, buffering and screening standards per *Table 7.9: Buffer Yard Types Description* for Buffer Yard Type 2 shall apply.
- i) **Responsibility.** The developer or owner of the property being developed or otherwise changed in use is responsible for installing the buffer yard at the time of that development or change. The adjacent property owner shall not have to participate in installing the buffer yard.
  - ii) **Buffer Yard Location.** All required buffer yard areas shall be provided entirely on the subject property and shall be in addition to setbacks required by this Ordinance.
  - iii) **Planting Location.** Required buffer yard trees may be placed either at regular intervals or in irregular patterns representing a natural landscape. However, no two (2) buffer yard trees (excluding evergreen trees) shall be placed closer than twenty (20) feet to one another. No buffer yard or required landscape materials shall be placed within any easement, right-of-way, or septic field.
  - iv) **Tree Size.** All broadleaf / deciduous trees must have at least a two and one-half (2½) inch caliper measured at six (6) inches above the top of the rootball, and all evergreen conifers must be a minimum of four (4) feet in height measured from the top of the rootball when planted.
  - v) **Ground Cover.** All portions of the buffer yard not planted with trees, shrubs or other landscaped materials shall be covered with grass or other ground-covering vegetation. Landscaping stone or other non-vegetative surfaces may not be substituted for ground-covering vegetation unless otherwise approved by the Director.
  - vi) **Application.** No landscaping required by this section may be used to satisfy the minimum requirements of any other provisions of this Ordinance unless approved by the Director.
  - vii) **Maintenance.** All landscape materials must be properly maintained, and kept in a neat and orderly appearance, free from all debris and refuse.
    - (1) All plant material which is unhealthy or dead, in the opinion of the Community Development Director, shall be replaced by the end of the next spring or fall planting season.

- (2) Landscape materials are intended to grow, spread and mature over time. Pruning, limbing-up, topping and other growth-inhibiting measures may only be used to ensure the public safety and/or health of the vegetation.
- c) Buffer Yard Widths. The buffer yard requirement shall not be included as part of the minimum setback requirements unless approved by the Director. Plant material shall be selected from *Tables 7.13 - 7.20* unless approved by the Director.
- 13) MODIFICATION. The Planning & Zoning Commission shall have the authority to modify any of the requirements of this section in accordance with *Subsection 2.02(9)(a) ix*.

Table 7.8: Applicable Buffer Yard Types														
		New Residential Development						New Commercial Development					New Industrial Development	
		AG	R1	R2	SFA	MF1	MF2	CBD	CMU	C1	C2	OMI	I1	I2
Existing Residential	AG	-	1	1	2	3	3	3	3	3	4	3	4	4
	R1		-	1	2	3	3	3	3	3	4	3	4	4
	R2			-	1	2	3	3	3	3	4	3	4	4
	SFA				-	1	2	3	3	3	3	3	4	4
	MF1					-	1	2	2	2	3	2	3	4
	MF2						-	2	2	2	3	2	3	4
Existing Commercial	CBD							-	1	1	1	1	3	4
	CMU								-	1	1	1	3	4
	C1									-	1	1	2	4
	C2										-	1	2	4
	OMI											-	2	4
Existing Industrial	I1												-	3
	I2													-

- When a dissimilar land use locates next to an established residential land use within the same zoning classification, buffering and screening standards per Table 7.7: Buffer Yard Types Description for Buffer Yard Type 2 shall apply.

**Table 7.9: Buffer Yard Types Description**

<b>Type 1</b>	Buffer width - Ten (10) feet. Any combination of materials selected from the Landscape Materials Categories listed in Table 7.8: Unit Value of Landscaping Material which equals or exceeds a unit value of 3.0 for each one hundred (100) linear feet, along any exterior roadway, and unit value or 2.0 for each one hundred (100) linear feet of adjoining property (developed or undeveloped), provided that at least fifty percent (50%) of the unit value shall be derived from deciduous shade trees (overstory).	<b>Type 3</b>	Buffer width - Thirty (30) feet. Any combination of materials selected from the Landscape Materials Categories listed in Table 7.8: Unit Value of Landscaping Material which equals or exceeds a unit value of 5.0 for each one hundred (100) linear feet, along any exterior roadway, and unit value or 4.0 for each one hundred (100) linear feet of adjoining property (developed or undeveloped), provided that at least ten percent (10%) of the unit value shall be derived from Deciduous Shade Trees (overstory) or deciduous ornamental trees (understory). A minimum fifty percent (50%) of the trees and shrubs shall be evergreen species. Earthen mounds shall be incorporated into the buffer yard design.
<b>Type 2</b>	Buffer width - Twenty (20) feet. Any combination of materials selected from the Landscape Materials Categories listed in Table 7.8: Unit Value of Landscaping Material which equals or exceeds a unit value of 4.0 for each one hundred (100) linear feet, along any exterior roadway, and unit value or 3.0 for each one hundred (100) linear feet of adjoining property (developed or undeveloped), provided that at least twenty-five percent (25%) of the unit value shall be derived from deciduous shade trees (overstory). A minimum fifty percent (50%) of the trees and shrubs shall be evergreen species. Earthen mounds are encouraged to gain additional height.	<b>Type 4</b>	Buffer width - Seventy-five (75) feet. The buffer yard shall contain an opaque fence/wall a minimum of eight (8) feet in height. An undulating earthen mound may be substituted but the average maintained height with plant material shall be eight (8) feet. Any combination of materials selected from the Landscape Materials Categories listed in Table 7.8: Unit Value of Landscaping Material which equals or exceeds a unit value of 5.0 for each one hundred (100) linear feet, along any exterior roadway, and unit value or 4.0 for each one hundred (100) linear feet of adjoining property (developed or undeveloped). Seventy-five percent (75%) of the unit value shall be derived from evergreen trees. Fifty percent (50%) of required landscaping shall be on the adjacent property side of the fence.

**Table 7.10: Unit Value of Landscape Material**

<b>Time of Planting</b>	<b>Value</b>
Diciduous Tree (Overstory) (2 ^{1/2} " caliper)	0.75
Evergreen Tree (9' tall)	0.75
Deciduous Ornamental Tree (Understory) (1 ^{1/2} " caliper)	0.50
Evergreen Tree (4' tall)	0.50
Evergreen Shrub - Narrow Spread (4" tall)	0.25
Hedge Plant (24" - 30" tall)	0.05
Earthen Mound (3' tall)	0.50
Earthen Mound (6' tall)	1.00
Earthen Mound (9' tall)	1.50

**Sec. 7.06 – TREE CONSERVATION****1) TREE DENSITY REQUIREMENTS**

- a) Use of tree units. The landscaping requirements of this Article regarding the preservation or planting of trees is expressed in terms of "tree units" rather than the number of trees or tree canopy. This approach provides the applicant with wide latitude of choice as to the number and

sizes of trees to be planted, and their distribution following aesthetic landscaping practices, while achieving a common standard on all properties.

- b) **Establishment of tree unit values.** The diameter of a tree's trunk establishes the "tree unit" value of an existing tree, as shown on *Table 7.10: Unit Value of Landscape Material*, or for a newly planted tree as shown on *Table 7.11: Tree Units for Existing Trees*.
- The values assigned to trees of the same size are different for existing and new trees, as indicated in the table. One "unit" is not the same as one "tree."
  - Actual tree diameters or calipers are to be rounded to the nearest whole number for the calculation of tree unit values (e.g., 4.5 inches in diameter = 5 inches).

Table 7.11: Tree Units for Existing Trees			
Tree Diameter	Tree Units	Tree Diameter	Tree Units
2	0.0	21	4.8
3	0.0	22	5.0
4	0.6	23	5.2
5	0.8	24	5.4
6	1.0	25	5.6
7	1.2	26	5.8
8	1.3	27	6.0
9	1.5	28	6.2
10	1.7	29	6.4
11	1.9	30	6.6
12	2.1	31	7.2
13	2.3	32	7.8
14	3.0	33	8.4
15	3.3	34	9.0
18	4.2	37 or greater	12.0 + 1.0 each inch
Note: Minimum DBH to receive credit for existing tree is 4 inches.			

Table 7.12: Tree Units for New (Replacement) Trees			
Tree Diameter	Tree Units	Tree Diameter	Tree Units
Seedlings	0.0	9	1.3
1	0.0	10	1.5
2	0.3	11	1.7
3	0.4	12	1.9
4	0.5	13	2.2
5	0.6	14	2.5
6	0.7	15	2.8
7	0.9	16	3.1
8	1.1	17+	3.5 + 0.5 for each



c) Tree unit values for specimen trees or tree stands.

## i) Specimen trees and specimen tree stands; defined.

**Specimen Tree** means any tree which qualifies for special consideration for preservation due to size, type and condition, as follows:

- (1) Any tree in fair or better condition which equals or exceeds the following Diameter at Breast Height (DBH) sizes:
  - (a) 28-inch DBH—Overstory hardwoods such as oaks, hickories, yellow poplars, sweetgums, etc.
  - (b) 12inch DBH—Understory small trees such as dogwoods, redbuds, sourwoods, etc.
  - (c) 30-inch DBH - Pine trees (all species)
- (2) A tree in fair or better condition must meet the following minimum standards:
  - (a) A life expectancy of greater than fifteen (15) years.
  - (b) A structurally sound trunk, not hollow and having no extensive decay, and less than 20 percent radial trunk dieback.
  - (c) No more than one major and several minor dead limbs (hardwoods only).
  - (d) No major insect or pathological problem.
- (3) A lesser sized tree can be considered a specimen tree if it is a rare or unusual species, of exceptional or unique quality, or of historical significance, subject to approval of the Community Development Director or their designee.
- (4) A lesser size tree can be considered a specimen tree if it is specifically used by a builder, developer, or design professional as a focal point in a landscape project, subject to approval of the Community Development Director or their designee.

**Specimen Tree Stand** means a contiguous grouping of trees which has been determined to be of high value in the opinion of the Community Development Director or their designee. Determination is based upon the following criteria:

- 1) A relatively mature, even-aged stand.
  - 2) A stand with purity of species composition or of a rare or unusual nature.
  - 3) A stand of historical significance.
  - 4) A stand with exceptional aesthetic quality.
- ii) The tree unit values shown in *Table 7.10: Tree Units for Existing Trees*, may be increased by 100% for an existing tree that meets the definition of a "specimen tree" or for a "specimen tree stand" as defined herein, provided that extraordinary measures as needed are taken to protect the tree and assure its survival. Such measures may include but are not limited to the provision of tree wells, retaining walls, aeration, or supplementary irrigation, as applicable to the site of the tree and as approved by the Director.

## 2) TREE DENSITY STANDARDS

- a) Tree Retention. On each property for which a Tree Preservation and/or Replacement Plan is required, existing trees shall be retained and new trees shall be planted such that the property shall attain or exceed a Tree Density Standard as follows:
  - i) Residential – Sixteen (16) Tree Density Units per acre,
  - ii) Office/Commercial/Mixed-use – Sixteen (16) Tree Density Units per acre,
  - iii) Industrial – Sixteen (16) Tree Density Units per acre.

- b) Distribution. Trees, both existing and new, shall be reasonably distributed throughout the site, with emphasis on tree groupings to achieve aesthetic results following professional landscaping standards. Trees, including street trees, may be retained or planted for credit within a public street right-of-way.
- c) Trees in Stream Buffer. Trees located in a stream buffer may be counted toward fulfilling the Tree Density Standard provided the acreage within the stream buffer is included in the calculations used to fulfill the Tree Density Standard.
- d) Easement Exclusion. Properties possessing natural gas, petroleum or electric power transmission easements, or major sanitary sewer main (greater than 8 inches in diameter) or water main (greater than 16 inches in diameter) distribution easements, may exclude the land area contained in the easement from the total acreage of the property in fulfilling the Tree Density Standard provided that no improvements (e.g. parking lots, tennis courts, driveways, greenways, storm water detention facilities, etc.) are proposed within the easement. If any improvements are proposed within the easement, then the land area so used within the easement for the improvements, plus an additional 10-feet of land area surrounding the improvements, shall be included in the total acreage of the property to fulfill the Tree Density Standard.
- e) Lake and Pond Exclusion. Properties with a lake or pond may exclude the land area contained in the lake or pond from the total acreage of the property in fulfilling the Tree Density Standard.

### 3) TREE DENSITY STANDARD CALCULATION

The Tree Density Standard shall be calculated by summing the credits and dividing the sum by the total acreage of the project included within the limits of the permit application.

### 4) QUALIFIED TREE AND BUSH SPECIES TABLES

- a) The City Council shall maintain a list of tree species approved for conservation and planting within the city as well as those not recommended. The list shall be known as the city's Community Tree Species list, included as *Tables 7.13 through 7.20* of this chapter. The tree species list includes the mature size category of each species, notations on which species may be planted beneath utility lines, and other species characteristics.
- b) The list is maintained by the City Council and may change without notice to incorporate results of research and experience with individual species and is available from the Community Development Department.

### 5) PERMEABLE SURFACES UNDER TREE DRIPLINES

The minimum permeable surface area requirements under tree driplines are as follows.

- a) For conserved trees in residential zones no more than twenty (20%) percent of the dripline can be encroached upon by impermeable surfaces provided the remaining area is mulched.
- b) For planted trees in all zones the amount of permeable surface area required shall be based upon the mature tree size category on the Community Tree Species List, found in *Tables 7.13 to 7.20*, as follows:
  - i) Large trees: 640 square feet;
  - ii) Medium trees: 360 square feet;
  - iii) Small trees: 160 square feet.
- c) For planted trees the dripline shall be mulched.

## 6) TREE PROTECTION

- a) Conserved trees. All conserved trees shall be actively protected during the development process and passively protected throughout the life of the development. The entire tree, including the crown, trunk, and roots, and the critical root zone, shall be protected.
- b) Minimum tree protection measures. Active tree protection shall consist of, at a minimum, establishing a tree protection zone around each tree or grouping of trees by the installation of fencing at the outer edge of the dripline or Critical root zone, whichever is greater. Minimum tree protection measures for boundary trees, existing on adjacent properties, whose critical root zones extend onto the project site is mandatory.
  - i) No more than twenty-five (25) percent of a boundary tree's mature crown or one-third (1/3rd) of a young tree's canopy shall be removed in one season.
  - ii) Pruning of conserved trees should only be done by an ISA (International Society of Arboriculture) certified arborist.
  - iii) Tree protection fencing and tree protection area signs shall be installed after the issuance of a disturbance Permit and prior to any land disturbance activity or building activity.
    - (1) Tree protection fencing shall be four feet high, made of orange high-visibility polypropylene, and erected with sturdy wooden or metal posts around the tree protection zone. A heritage tree, or a significant species tree, as determined by the Director, may require increased protection. Methods and extent of increased protection will be as directed by the Director.
    - (2) Signs shall be fabricated out of a sturdy material, shall be waterproof, and contain the following legible text in English and Spanish: "TREE PROTECTION AREA, ENTRY PROHIBITED." The signs shall be a minimum of 8.5 × 11 inches, shall be placed on a sturdy post a minimum of thirty (30) inches off the ground, and shall be spaced a maximum of 50 feet apart.
    - (3) Tree protection fencing and signage shall remain in good condition throughout the development and construction processes, and shall only be removed after the final plat approval or a certificate of occupancy has been issued.
  - iv) Encroachment into the tree protection area shall result in the loss of Tree Density Unit credit for preserved trees.
  - v) The critical root zone within the tree protection area shall be mulched with a minimum of three inches and not more than five inches of organic mulch such as pine straw, wood chips, tree leaves, or compost, for a minimum of three years, or prior to issuance of the final certificate of occupancy for the project, whichever occurs last.
  - vi) The Community Development Director or their designee may require the installation of additional tree protection measures to insure survivability of conserved trees.
- c) Prohibited activities. Within the tree protection areas, without proper authorization or permit the following activities shall be prohibited:
  - i) Vehicle traffic or parking;
  - ii) Materials or equipment storage;
  - iii) Soil disturbance;
  - iv) Soil excavation;
  - v) Removal of topsoil;
  - vi) Trenching;

- vii) Soil fill;
  - viii) Change in soil pH;
  - ix) Change in soil drainage;
  - x) Equipment washouts or disposal (including concrete);
  - xi) Fires;
  - xii) Chemical or trash disposal;
  - xiii) Other activities harmful to the trees as determined by the Community Development Director or their designee;
  - xiv) Encroachment into tree save area; and
  - xv) Destruction or removal of trees.
- d) Planted trees. All planted trees shall be actively protected during the development process and passively protected throughout the life of the development. The entire tree, including the crown, trunk, and roots, and the critical root zone, shall be protected.
- e) Existing trees in construction zones. All trees that are outside the formal tree protection zone(s) as outlined in the Tree Protection and Replacement Plan and are equal to or greater than twelve (12) inches DBH, and are in areas where construction will occur inside the crown of the tree shall be required to have an enhanced protection program. In order to maximize the ability of the selected trees to survive construction the proposed program will include the following steps.
- i) The tree will be surveyed and located with the species and DBH noted and approximate crown diameter shown.
  - ii) Prior to the beginning of construction activities, the trees shall be inspected by a City Approved Arborist to determine their overall condition and ability to withstand construction activity around them.
  - iii) Should the City Approved Arborist determine that with a proper protection plan the tree would survive the construction activity the Arborist shall prepare a care plan for the tree. The plan may involve elements such as crown pruning, fertilization, irrigation, root pruning or other activities.
  - iv) The Contractor will be required to implement the Arborist's protection plan and to maintain the necessary activities to protect the tree until such time as the site construction is completed and accepted for maintenance by the property owner. The City Approved Arborist shall submit bi-weekly reports to the Contractor and the Department of Community Development during the construction process.
  - v) The owner of the property shall receive a twenty (20%) percent bonus credit for canopy coverage for all trees that are under the enhanced protection program.
  - vi) No land disturbing activity or construction activity, including, but not limited to, grading, digging, soil disturbance or other activity within the critical root zone of any boundary tree, is permitted that will deprive the boundary tree of continued viability as determined by a certified arborist.
  - vii) The following parameters shall be followed when determining boundary tree viability interference:
    - (1) CRZ/TPZ nineteen (19%) percent or less impact and protected by tree protection, no arboricultural prescription required.

- (2) CRZ/TPZ twenty (20%) percent — thirty-three (33%) percent impact but protected by tree protection (no structural root plate impact) provide arboricultural prescription with a plan for review by the city.
  - (3) CRZ/TPZ twenty (20%) percent — thirty-three (33%) percent impact and structural root plate has impact/not protected.
- viii) The builder/developer/construction site property owner must submit a boundary tree agreement signed by the tree owner/co-owner and notarized giving permission for the tree that has construction impact to be treated or removed (see Community Development Department for the city boundary tree agreement). The minimum time length of the boundary tree agreement shall be three (3) years. The receipt for the paid arboricultural prescription and signed agreement will need to be submitted with the plans for review.
- (1) The builder/developer/construction site owner must make at least three attempts to contact the owner of the boundary tree to enact a boundary tree agreement. The first two attempts may be in person or via telephone. The third attempt must be in the form of a written letter sent certified, return receipt requested to the property owner's address of record in the Carroll or Douglas County Tax Database. If there is no response to any of the attempts, the builder/developer/construction site owner shall provide evidence to the city of the attempts at contact in addition to the arboriculture prescription for the affected tree.
  - (2) If no boundary tree agreement is reached, the affected tree shall not be removed but shall be protected during development based on this chapter and in accordance with the arboriculture prescription.
  - (3) A boundary tree bond or escrow account may be required based on the arboricultural prescription depending on the impact to a boundary tree covered under a boundary tree agreement.
  - (4) A boundary tree bond or escrow account shall be required where a boundary tree agreement cannot be reached.
  - (5) A boundary tree bond or escrow shall be one-hundred and twenty-five (125%) percent of the cost of removal and replacement of the tree(s) affected and will be held for three years by the city. The property owner of the affected tree(s) may apply to the city for the escrow funds to remove and replace the tree(s) during the three-year escrow period. If the boundary tree(s) is/are deemed healthy at the end of the three-year period by an Arborist, the developer may apply to the City for a refund of the original amount of escrow.
  - (6) The site/landscape plans cannot be approved without signed boundary tree agreement(s) or proof of attempts to contact the boundary tree owner in an attempt to reach a boundary tree agreement in addition to an arboriculture prescription where needed.
- 7) SEASONAL PLANTING.

Final plat approval or a certificate of occupancy may be issued prior to the establishment of trees planned to meet the tree canopy cover requirements, if the Community Development Director or their designee determines that the season is inappropriate for planting. In such cases the trees shall be planted by the last day of February following the date of issuance of the certificate of occupancy or final plat approval. If they have not been planted by the last day of February following the issuance of the certificate of

occupancy or final plat approval, the permit holder shall be considered to be in violation of the provisions of this article.

8) TREE BANK

The intent of the requirements of this Section is to ensure that a minimum number of trees are replaced and/ or preserved on newly developed or redeveloped sites. The Tree Bank is an alternative option and may be used only in the event the site tree density or recompense tree requirement cannot be met on-site due to hardship. Hardship must be documented by the developer and presented to the Director before the Tree Bank may be used. The Tree Bank provides two options, which are described in full below.

a) Option One, Planting Trees Off-site.

- i) Install an equal amount of required Tree Density Units in the form of an approved number of trees on an alternate site. In this case the following criteria shall be observed:
- ii) The technical Advisory Committee has identified alternate "Option One" sites. The Villa Rica Community Development Department has contacted the owners of these sites and these owners have expressed an interest in receiving trees from the Tree Bank. Persons wishing to use Option One should consult with the Zoning Administrator to see if their required tree density units can be located on one of these alternate sites. The developer may present the Zoning Administrator with alternate sites. Planting on individual residential lots is prohibited.
- iii) The developer shall submit a Tree Preservation and/or Tree Replacement Plan showing a location for the planted trees on the proposed site. The developer shall also provide calculations on the plan for tree density or recompense trees from the developed site. The site plan shall state the size, genus, species, and quantity of trees to be planted. Each tree must be two (2) caliper inches at a minimum. For trees in which double recompense is required each tree must be three (3) caliper inches at a minimum. Recompense calculations must be shown on plan.
- iv) If the proposed site is not one of the alternate sites, discussed above, an authorization from the title holder of the site indicating that the owner agrees to the planting of trees by the developer upon the site shall also be submitted along with the Tree Preservation and/or Tree Replacement Plan.
- v) Trees are to be maintained and guaranteed for one full year after planting by the developer. Any trees that die during the one-year time period must be replaced by the developer. Standards for transplanting shall be in keeping with those established by the International Society of Arboriculture, as included in the "Tree and Shrub Transplanting Manual," latest edition.

b) Option Two, Monetary Compensation for Trees.

- i) A developer may choose to provide the City with monetary compensation for trees. If this alternative for the development is chosen, then the following criteria shall be observed:
- ii) Provide tree density calculations on the Tree Preservation and/or Tree Replacement Plan. Show the total amount of Tree Density Units that cannot be met on-site.
- iii) Multiply the Tree Density Units that cannot be met on-site by the Monetary Compensation Value. The product of those two numbers shall be provided on the Tree Preservation and/or Tree Replacement Plan. Contact City approved certified arborist or landscape architect for the current Monetary Compensation Value.
- iv) Provide a certified check made payable to the City of Villa Rica in the amount of the product as listed in item ii. above and as provided on the Tree Preservation and/or Tree Replacement

- Plan. Submit the certified check to a Community Development Director or designee along with a copy of the approved Tree Preservation and/or Tree Replacement Plan.
- v) The monies collected for the Tree Bank Option Two may be used by the City for the planting of trees at parks, greenways, fire stations, libraries, and other similar community facilities. Alternate planting locations may be approved by the Director.
  - c) Standards for Administering these Alternative Compliance Methods.
    - i) The Director must review and approve all requests for alternative compliance. In no instance shall the alternative compliance options be used to comply with any other ordinance requirement than the tree density or specimen tree requirement. The site development permit shall be issued after the Director has approved the request for either compliance option and received the necessary documentation and funds.
  - d) Exclusions.
    - i) Trees used to meet requirements for parking lots, landscape strips, street frontage buffers, or buffer replanting must be planted on site and are excluded from the Tree Bank procedures. Trees that are required to meet minimum Tree Density Units and/or recompense requirements can be contributed toward the Tree Bank in accordance with Option One or Option Two above.

#### Sec. 7.07 – REDEVELOPMENT SITES

- 1) For redeveloped sites the Department of Planning and Development strongly recommends the developer, authorized registered professionals, design professionals and staff schedule a pre-submittal meeting with the department to discuss the potential of the site and any issues that may be present on the site.
- 2) Redeveloped sites shall comply with the buffer and specimen tree requirements as set forth in this ordinance and provide compliance with parking lot, landscape strip and Tree Density Unit requirements.
- 3) Where the scope of a project results in disturbance, removal, and replacement of twenty-five percent ( $\leq 25\%$ ) percent or greater of the site area, a Tree Preservation and/or Tree Replacement Plan is required. The plan shall include the existing and proposed landscape conditions that verify compliance with this ordinance.
  - a. At a minimum the plan must show the following existing and proposed elements with intent to comply:
    - i. Buffers.
    - ii. Landscape strips.
    - iii. Parking lot trees.
    - iv. Tree Density Units.
    - v. Tree Save Areas.
  - b. Director shall review the proposed Tree Preservation and/or Tree Replacement Plan.
- 4) Disturbance on a redevelopment site shall include a building replacement where the footprint of the building counts toward the site disturbance.



**Sec. 7.08 – TREE CONSERVATION, BUFFERS, AND LANDSCAPING COMPLIANCE**

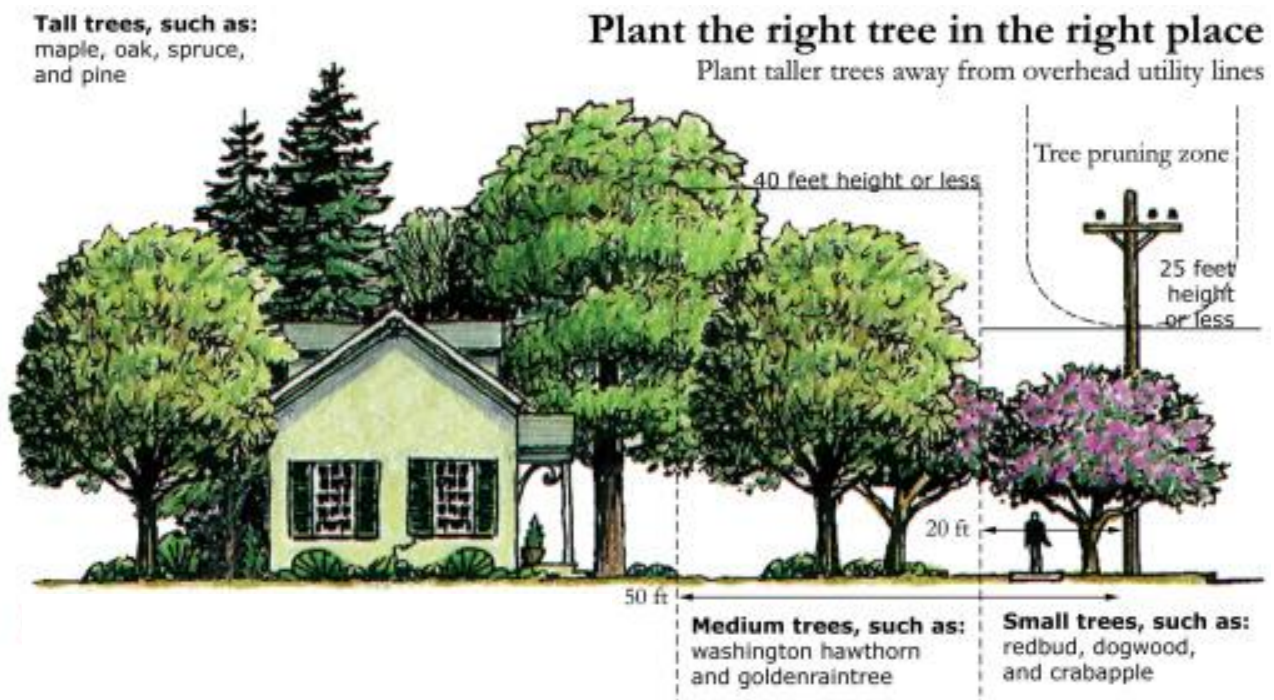
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- 1) Tree Removal.
  - a) An application for a tree removal permit when land disturbing activity is involved shall comply with the following requirements.
    - i) Site inspections
      - (1) Authority.
        - (a) The Community Development Director or their designee has the authority to perform site inspections and enforce the provisions of this chapter.
      - (2) Visits to site for discussions regarding regulations.
        - (a) Prior to the issuance of a tree removal permit or right-of-way encroachment permit, a visit shall be made to the proposed site by the Community Development Director or their designee and the applicant for the purpose of discussing the provisions of this chapter.
        - (b) After a permit is issued and tree protection measures have been installed, and prior to any land disturbance, another site inspection shall be made by the Community Development Director or their designee.
        - (c) Another site inspection shall occur prior to the issuance of final plat approval or a certificate of occupancy. All provisions of this chapter shall be met before final plat approval or a certificate of occupancy can be issued.
        - (d) Other site inspections may take place without notice at any time prior to or after the issuance of a certificate of occupancy or final plat approval to ensure continuing compliance with the provisions of this chapter.
      - (3) Access by authorized representatives.
        - (a) No person, corporation or association shall refuse entry or access to any authorized representative or agent of the Community Development Director or their designee who requests entry for the purposes of inspection and who presents appropriate credentials, nor shall any person obstruct, hamper, or interfere with any such representative while in the process of carrying out their official duties.
- 2) Tree maintenance
  - a) The owner shall be responsible for maintaining the health of all conserved and new trees. The owner shall replace any new tree that dies within three years, or prior to issuance of the final certificate of occupancy for the project, whichever occurs last.
- 3) Penalties
  - a) Failure to obtain permit
    - i) If any person commences any land disturbing activity, tree destruction, tree cutting, tree removal or building activity requiring a tree removal permit without first obtaining said permit, the person shall be deemed to be in violation of the provisions of this chapter.
  - b) Violations
    - i) The owner of any property wherein a violation exists, and any builder, contractor, or agent who may have assisted in the commission of any such violation, may be chargeable with separate offenses for each such violation. Any person violating any of the provisions of this chapter other than as hereinabove provided shall, upon conviction, be punished as prescribed in subsection (e) of this section. Each day during which such violation occurs or continues shall constitute and be punishable as a separate offense.



- c) Stop work orders
  - i) A stop work order may be issued by the Community Development Director or their designee for violation of any provision of this chapter. All stop work orders shall be effective immediately upon issuance and shall remain in effect until the necessary corrective action or mitigation has occurred and permission has been granted by the city to resume work. No certificate of occupancy or final plat approval shall be issued while a stop work order is in effect or until an assessed fine has been paid and permission has been granted by the city in writing for a certificate of occupancy or final plat approval.
- d) Responsibility
  - i) The Community Development Director, or their designee is responsible for determining whether a violation has occurred. Violations may include, but are not limited to: failure to obtain a tree removal permit, deviation from the approved plan; failure to properly install tree protection structures; failure to maintain tree protection structures in effective condition; evidence of harmful activities occurring within the tree protection zone; improper planting; failure to conserve or establish the required tree canopy cover; unauthorized delay in tree planting; damage to a conserved or established tree's crown, trunk, roots, or critical root zone; and damage to a city tree's crown, trunk, roots, or critical root zone.
- e) Monetary penalties
  - i) Any person who violates any provision of this chapter, any permit condition, or who negligently or intentionally fails or refuses to comply with any order, notice of code violation or formal charge of violation which the Community Development Director or their designee issues as provided in this chapter shall be liable for a penalty of up to one-thousand (\$1,000.00) dollars per day for each violation of the provisions of this chapter. Each day that such failure or refusal continues shall constitute a separate violation.

Figure 7.3: Recommended Tree Type and Placement



<b>Table 7.13: Trees for Planting on Streets, Highways, and Parking Lots (generally with high canopies, shade producing, hardy)</b>				
<b>Botanic Name</b>	<b>Common Name</b>	<b>Type</b>	<b>Mature Height</b>	<b>Tree Category</b>
Acer campestre	Hedge Maple	D	30'-40'	Ornamental
Acer Freemanii	Freeman Maple	D	50'-60'	Shade
Acer rubrum	Red Maple	D	40'-60'	Shade
Acer saccharum	Sugar Maple	D	50'-70'	Shade
Carpinus betulas 'Fastigiata'	Upright European Hornbeam	D	30'-40'	Shade
Carpinus caroliniana	American Hornbeam	D	25'-30'	Ornamental
Crataegus phaenopyrum	Washington Hawthorn	D	25'-30'	Ornamental
Ginkgo biloba (male only)	Ginkgo	D	40'-60'	Ornamental
Gleditsia triacanthos inermis	Thornless Honeylocust	D	30'-60'	Shade
Gleditsia triacanthos 'Imperial	Imperial Honeylocust	D	30'-60'	Shade
Koelreuteria paniculata	Golden Rain Tree	D	30'-40'	Shade
Liquidambar styraciflua	American Sweet Gum	D	40'-60'	Ornamental
Liriodendron tulipifera	Tulip Tree	D	70'-80'	Shade
Platanus x acerifolia 'Bloodgood'	Bloodgood London Planetree	D	70-85'	Shade
Pyrus calleryana 'Aristocrat'	Aristocrat Pear	D	35'-45'	Shade
Quercus alba	White Oak D 60'-80' Shade	D	60'-80'	Shade
Quercus bicolor	Swamp White Oak	D	40'-50'	Shade
Quercus coccinea	Scarlet Oak	D	60'-80'	Shade
Quercus palustris	Pin Oak	D	50'-80'	Shade
Quercus phellos	Willow Oak	D	50'-70'	Shade
Quercus robur	English Oak	D	50'-70'	Shade
Quercus rubra	Red Oak	D	40'-60'	Shade
Sorbus alnifolia	Korean Mountain Ash	D	20'-30'	Ornamental
Sorbus 'Aria'	White Beam Mountain Ash	D	25'-40'	Ornamental
Taxodium distichum	Bald Cypress	D	50'-100'	Shade
Tillia americana Basswood	Basswood Linden	D	40'-60'	Shade
Tillia cordata 'Green Spine'	Little-Leaf Linden	D	40'-50'	Shade
Tillia tomentosa	Silver Linden	D	40'-50'	Shade
Zelkova serrata 'Village Green'	Village Green Zelkova	D	40'-60'	Shade
D = Deciduous E = Evergreen				
Note: Several varieties of each species may be available and may substituted upon approval by the Director.				

**Table 7.14: Trees for Planting on Streets and Highways that Minimize Conflict with Overhead Utilities**

Botanic Name	Common Name	Type	Mature Height	Tree Category
Acer campestre	Hedge Maple	D	30'-40'	Ornamental
Carpinus caroliniana	American Hornbeam	D	25'-30'	Ornamental
Cercis canadensis	Eastern Redbud	D	20'-25'	Ornamental
Crataegus crus-galli	Cockspur Hawthorn	D	15'-25'	Ornamental
Crataegus phaenopyrum	Washington Hawthorn	D	20'-25'	Ornamental
Malus hybrids	Flowering Crabapple	D	15'-30'	Ornamental
Prunus 'Newport'	Newport Plum	D	15'-20'	Ornamental
Prunus maackii	Amur Chokecherry	D	25'-30'	Ornamental
Prunus virginiana	Chokecherry	D	20'-25'	Ornamental
Sorbus alnifolia	Korean Mountain Ash	D	20'-30'	Ornamental
Sorbus "Aria"	White Beam Mountain Ash	D	25'-40'	Ornamental
D = Deciduous E = Evergreen				

**Table 7.15: Ornamental Trees for Use in Site Interior or Buffer**

Botanic Name	Common Name	Type	Mature Height	Tree Category
Acer ginnala	Amur Maple	D	15'-20'	Ornamental
Acer griseum	Paperbark Maple	D	20'-30'	Ornamental
Acer palmatum	Japanese Maple	D	15'-20'	Ornamental
Amelanchier canadensis	Juneberry	D	30'-35'	Ornamental
Amelanchier grandiflora	Apple Serviceberry	D	25'-30'	Ornamental
Amelanchier laevis	Allegheny Serviceberry	D	25'-30'	Ornamental
Betula nigra	River Birch	D	40'-60'	Ornamental
Betula papyrifera	Paper Birch	D	40'-60'	Ornamental
Cercidiphyllum japonicum	Katsura Tree	D	25'-40'	Ornamental
Cercis Canadensis	Eastern Redbud	D	20'-30'	Ornamental
Cornus kousa	Japanese Dogwood	D	20'-25'	Ornamental
Cotinus coggyria	Smoke Tree	D	15'-20'	Ornamental
Magnolia loebneri	Magnolia	D	12'-15'	Ornamental
Magnolia soulangiana	Saucer Magnolia	D	15'-20'	Ornamental
Magnolia stellata	Star Magnolia	D	10'-15'	Ornamental
Prunus sargentii 'Columnaris'	Columnar Sargent Cherry	D	25'-30'	Ornamental
Prunus serrulata	Oriental Cherry	D	15'-25'	Ornamental
Prunus virginiana	Canada Red Select Cherry	D	20'-25'	Ornamental
Salix matsudana 'Tortuosa'	Corkscrew Willow	D	25'-30'	Ornamental
D = Deciduous E = Evergreen				

**Table 7.16: Evergreen Trees for Use in Site Interior or Buffer**

Botanic Name	Common Name	Type	Mature Height	Tree Category
Abies Concolor	White Fir	E	30'-50'	Evergreen
Cupressocyparis Leylandii	Leyland Cypress	E	60'-70'	Evergreen
Picea abies	Norway Spruce	E	50'-60'	Evergreen
Picea glauca densata	Black Hills Spruce	E	50'-60'	Evergreen
Picea omorika	Serbian Spruce	E	50'-60'	Evergreen
Picea pungens	Colorado Spruce	E	60'-75'	Evergreen
Picea pungens 'Glaucá'	Colorada Blue Spruce	E	60'-75'	Evergreen
Pinus nigra	Austrian Pine	E	30'-60'	Evergreen
Pinus ponderosa	Ponderosa Pine	E	40'-50'	Evergreen
Pinus strobus	Eastern White Pine	E	50'-100'	Evergreen
Tsuga canadensis	Canada Hemlock	E	60'-75'	Evergreen

D = Deciduous E = Evergreen

**Table 7.17: Vines for Walls and Fences**

Botanic Name	Common Name	Type
Aristolochia durior	Dutchmans's Pipe	D
Campsis radicans	Trumpetvine	D
Celastrus scandens	American Bittersweet	D
Clematis jackmanii	Clematis Hybrids	D
Clematis laguninos	Clematis Hybrids	D
Lonicera brownii	Dropmore Scarlet Honeysuckle	D
Lonicera hechrottie	Everblooming Honeysuckle	D
Parthenocissus quinquefolia	Virginia Creeper	D
Parthenocissus tricuspidata	Boston Ivy	D

D = Deciduous E = Evergreen

**Table 7.18: Small Shrubs Approved for Screens, Hedges, and Specimen Planting**

Botanic Name	Common Name	Type	Mature Height
Aronia melanocarpa	Black Chokeberry	D	4'-6'
Berberis thunbergii	Japanese Barberry	D	3'-5'
Buxus microphylla 'Koreana'	Korean Boxwood	E	2'-3'
Chaenomeles species	Flowering Quince	D	2'-6'
Cotoneaster divaricata	Spreading Cotoneaster	D	5'-6'
Euonymus fortunei	Euonymous	E	4'-6'
Hydrangea macrophylla	Nikko blue Hydrangea	D	3'-4'
Ilex crenata	Japanese Holly	E	3'-5'
Mahonia aquifolium	Oregon Grape	E	3'-6'
Physocarpus opulifolius intermedius	Dwarf Ninebark	D	4'-5'
Prunus glandulosa	Dwarf Flowering Almond	D	4'-6'
Rhus aromatica	Fragment Sumac	D	4'-6'
Symphoricarpos alba	White Snowberry	D	5'-6'
Weigela florida	Flowering Weigela	D	4'-5'
Weigela vaniceki	Cardinal Shrub	D	4'-5'

D = Deciduous E = Evergreen

Table 7.19: Large Shrubs Approved for Screens, Hedges, and Specimen Planting			
Botanic Name	Common Name	Type	Mature Height
Caragana arborescens	Siberian Peashrub	D	12'-15'
Cornus alba, 'Elegantissima'	Variegated Dogwood	D	6'-10'
Cornus alternifolia	Pagoda Dogwood	D	15'-20'
Cornus sericea baileyi	Redtwig Dogwood	D	8'-10'
Cotinus coggygia	Smoke Tree	D	8'-10'
Cotoneaster acutifolius	Peking Cotoneaster	D	4'-8'
Euonymus alatus 'compactus'	Burning Bush	D	7'-10'
Forsythia intermedia Hybrids	Hybrid Forsythia	D	7'-10'
Forsythia suspensa	Weeping Forsythia	D	8'-10'
Hamamelis virginiana	Common Witch Hazel	D	10'-15'
Hibiscus syriacus	Rose of Sharon	D	4'-12'
Hydrangea arborescens 'Annabelle'	Annabelle Hydrangea	D	4'-15'
Hydrangea paniculata 'Grandiflora'	Peegee Hydrangea	D	6'-10'
Ilex meserveae	Blue Holly	E	6'-8'
Ilex opaca	American Holly	E	8'-15'
Juniperus chinensis	Chinese Juniper	E	6'-15'
Juniperus scopulorum	Rocky Mountain Juniper	E	6'-15'
Ligustrum amurense	Amur Privet	D	4'-8'
Ligustrum 'Vicaryi'	Golden Vicary Privet	D	4'-12'
Myrica pennsylvanica	Northern Bayberry	D	5'-10'
Philadelphus coronarius	Sweet Mockorange	D	8'-10'
Philadelphus virginialis	Minnesota Snowflake	D	6'-8'
Picea glauca 'Conica'	Dwarf Alberta Spruce	E	6'-10'
Prunus cistena	Cistena Plum	D	6'-8'
Prunus triloba	Flowering Almond	D	8'-10'
Rhamnus frangula	Alder Buckthorn	D	12'-15'
Rhus glabra	Smooth Sumac	D	8'-10'
Rhus typhina	Staghorn Sumac	D	8'-12'
Salix caprea	French Pussy Willow	D	15'-20'
Sambucus canadensis	American Elderberry	D	6'-8'
Shepherdia argentea	Silver Buffaloberry	D	5'-8'
Sorbaria sorbifolia	Flase Spiraea	D	6'-8'
Syringa chinensis	Chinese Lilac	D	6'-8'
Syringa hyacinthiflora Hybrids	Hybrid Canadian Lilac	D	8'-12'
Syringa vulgaris	Common Lilac	D	8'-12'
Syringa vulgaris Hybrids	Hybrids Hybrid French Lilac	D	8'-12'
Taxus cuspidata 'Capitata'	Upright Japanese Yew	E	10'-25'
Taxus 'Hicksi'	Hick's Yew	E	10'-12'
Thuja occidentalis Hybrids	Hybrids American Arbovitae	E	4'-15'
Viburnum dentatum	Arrowwood Viburnum	D	0'-15'
Viburnum lantana	Wayfaring Tree	D	8'-15'
Viburnum lantago	Nannyberry	D	8'-15'
Viburnum opulus	European Cranberry Bush	D	10'-12'
Viburnum placatum tomentosum	Doublefile Viburnum	D	8'-10'
Viburnum prunifolium	Black Haw Viburnum	D	10'-12'
Viburnum rhytidophyllum	Leatherleaf Viburnum	D	6'-15'
Viburnum trilobum	American Cranberry Bush	D	8'-12'

D = Deciduous E = Evergreen

Table 7.20: Low Spreading Shrubs Approved for Borders, Parking Islands, and Groundcover			
Botanic Name	Common Name	Type	Mature Height
Berberis mentorensis	Mentor Barberry	E	3'-4'
Berberis thunbergii Hybrids	Japanese Barberry	D	2'-4'
Berberis verruculosa	Warty Barberry	E	2'-3'
Buxus sempervirens	Boxwood	E	2'-3'
Cotoneaster apiculata	Cranberry Cotoneaster	D	2'-3'
Cotoneaster horizontalis	Rockspray Cotoneaster	D	1'-3'
Daphne burkwoodii	Burkwood Daphne	D	3'-4'
Duetzia gracilis	Slender Duetzia	D	2'-3'
Euonymus fortunei 'Sarcxie'	Sarcxie Euonymus	E	3'-4'
Forsythia viridissima 'Bronxensis'	Dwarf Forsythia	D	1'-2'
Hypericon patulum	St. John's Wort	D	2'-3'
Juniperus (spreading varieties)	Juniper	E	1'-3'
Mahonia aquifolium 'Compacta'	Dwarf Oregon Grape	E	2'
Microbiota decussata	Siberian Cypress	E	1'
Philadelphus virginialis	Miniature Snowflake	D	2'-3'
Picea abies 'Nidiformis'	Birdnest Spruce	E	2'
Picea abies 'Pumila'	Dwarf Norway Spruce	E	2'-3'
Picea pungens 'Globosa'	Blue Globe Spruce	E	3'-4'
Pinus mugo	Mugho Pine	D	3'-4'
Potentilla fruticosa Hybrids	Bush Cinqufoil	D	2'-3'
Rhus aromatica 'Low Grow'	Low Grow Fragrant Sumac	D	1'-2'
Ribes alpinum	Alpine Currant	D	3'-5'
Spirea bumalda	Spirea	D	2'-3'
Spirea japonica	Japanese Spirea	D	2'-3'
Spirea nipponica	Nippon Spirea	D	2'-3'
Symphoricarpos orbiculatus	Coral Berry	D	3'-4'
Syringa patula 'Miss Kim'	Dwarf Korean Lilac	D	3'-5'
Taxus cupidata 'Nana'	Dwarf Japanese Yew	E	2'-3'
Taxus media	Spreading Yew	E	2'-4'
Thuja occidentalis 'Hetzii Midget'	Hetz Midget Arborvitae	E	2'-3'
Viburnum opulus 'Nana'	European Cranberry Bush	D	1'-2'
D = Deciduous E = Evergreen			



Table 7.21: Non-Qualifying Trees		
Common Name	Botanical Name	Negative Feature(s)
Boxelder	Acer negundo	Aggressive, Shallow roots, Weak wood
Norway Maple	Acer platanoides	Invasive
Silver Maple	Acer saccharinum	Aggressive, Shallow roots, Weak wood
Tree of Heaven	Ailanthus altissima	Seeds, Suckers, Weak wood, Invasive
Mimosa	Albizia julibrissin	Invasive
European White Birch	Betula pendula	Insect prone, Invasive
Hackberry	Celtis occidentalis	Disease prone
Camphor Tree	Cinnamomum camphora	Invasive
Russian Olive	Elaeagnus angustifolia	Poor form, Disease prone, Invasive
Ash	Fraxinus	Disease prone
Ginkgo (Female)	Ginkgo biloba	Female Fruits
White Lead Tree	Leucaena leucocephala	Invasive
Chinaberry Tree	Melia azedarach	Invasive
Mulberry	Morus species	Fruits, Shallow roots, Invasive
Princess Tree	Paulownia tomentosa	Invasive
Senegal Date Palm	Phoenix reclinata	Invasive
White Poplar	Populus alba	Suckers, Shallow roots, Weak wood, Invasive
Cottonwood	Populus deltoides	Weak wood, Shallow roots, Seeds
Lombardy Poplar	Populus nigra 'Italica'	Insects, Disease, Short-lived
(Wild) Black Cherry	Prunus serotina	Disease prone
Bradford Pear	Pyrus calleryana 'Bradford'	Weak branching, Low branches
Brazilian Pepper Tree	Schinus terebinthifolius	Invasive
Tallow Tree	Triadica sebifera	Invasive
American Elm*	Ulmus americana*	Insects, Disease
Siberian Elm	Ulmus pumila	Weak wood, Seeds
* Note that suitable disease resistant cultivars and hybrids exist as substitutes for this species		

**Sec. 7.09 – FENCES, WALLS, AND HEDGES**

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- 1) **INTENT.** The purpose of these standards is to provide minimum requirements in order to provide adequate light, air circulation, and privacy; and to protect the public welfare by preventing visual obstructions along public ways.
- 2) **EXEMPTIONS.**
  - a) **Agriculture.** If engaged in agricultural operations or activities, properties located in any district where agriculture is permitted shall be exempt from the provisions of this section.
  - b) **Athletic Facilities.** Fences for ball diamonds, tennis courts, driving ranges and other athletic facilities shall be exempt from the provisions of this section.
- 3) **GENERAL REQUIREMENTS.** Fences, walls, and hedges shall be permitted in all zoning districts subject to conformance with the following requirements:
  - a) **Drainage.** No fence, wall, or hedge shall disrupt the flow of water in any drainage easement, or otherwise result in impediments for stormwater runoff. Any fence, wall, or hedge located in an easement may be removed by the easement holder when accessing the easement.
  - b) **Setbacks.** All fences, walls, and hedges may be permitted up to a property line except as noted in this Ordinance. No fence, wall, or hedge shall be placed in any right-of-way or violate the sight distance requirements found in *Section 7.04 – Sight Visibility*. Fences, walls, and hedges within the easement of a drain, pond, and/or lake shall require the approval of the City Engineer.
  - c) **Buffer Yards.** No fence, wall, or hedge may be placed in any required buffer yard that does not specifically provide for the inclusion of a fence.
  - d) **Materials.**
    - i) Fences shall not contain an electric charge except when located on properties with an agricultural use, and other uses as approved by Special Exception by the Villa Rica City Council.
    - ii) When enfronting a public right-of-way or public easement, the finished face of any fence shall be so erected as to face the public way.
    - iii) Fences and walls shall be constructed of wood, decorative metal, textured masonry or synthetic materials styled to simulate natural materials. Barbed wire and razor wire are permitted only on properties with an agricultural use, or in the Industrial, Low-Density (I1) and the Industrial, Medium-Density (I2) districts.
    - iv) Chain-link fences shall be permitted in all districts. Chain-link fences in residential districts shall be vinyl-coated, except as prohibited by a Home Owners Association regulation or restrictions.
  - e) **Height.**
    - i) **Exception.** The height of fences screening telecommunications facilities is regulated by *Section 7.11 – Wireless Communication Facilities*.
    - ii) **Height Measurement.** The height of a fence, wall or hedge shall be determined by measuring from the adjacent grade to the highest point of the fence, wall or hedge, excluding posts. Fence posts may exceed the maximum height of the fence by up to one (1) foot.



- iii) Unless otherwise regulated by this chapter, fences and walls shall not exceed eight (8) feet in height in nonresidential districts and six (6) feet in height in residential districts in the rear and side yards. Fences, walls and hedges shall not exceed four (4) feet in height in the front yard.

Table 7.22: Maximum Permitted Fence Heights			
Permitted Use	Front Yard	Side Yard	Rear Yard
Single-Family Use	3'0" solid fence 4'0" combined or predominantly open fence	6'0"	6'0"
Multifamily Use	3'0" solid fence 4'0" combined or predominantly open fence	6'0"	6'0"
Commercial & Office Use	3'0" solid fence 4'0" combined or predominantly open fence	6'0"	6'0"
Industrial Use	8'0"	8'0"	8'0"
Parking Lots, Vacant Lots, Churches, Schools, Swimming Pools, Stormwater Management Facilities, and Parks	3'0" solid fence 4'0" combined or predominantly open fence	6'0"	6'0"

- f) Opacity. A fence, wall or hedge in the front yard shall permit direct vision from one side to the other through at least fifty percent (50%) of the structure.
- g) Notwithstanding the provisions of subsection (3)(e), above, a fence may be erected or altered up to a height of eight (8) feet where:
- The ground floor elevation within twenty (20) feet or less of the principal dwelling on either one of the two (2) adjoining lots is at least four (4) feet higher than the elevation at the adjoining lot line; or
  - The fence is erected along a side or rear lot line which adjoins a collector street or arterial street (in which case landscape planting shall be provided in accordance with *Subsection 7.05(7)* of this chapter) as part of a multiple lot residential subdivision; or
  - The fence is a sound barrier or fence required by GDOT or a security fence required by the Department of Homeland Security for a public or institutional use; or
  - The additional fence height is permitted by the City Council pursuant to a rezoning or specific use authorization; or
  - The fence is located on a side or rear lot line which abuts a C2 or I2 use or more intensive use that does not require a buffer yard.

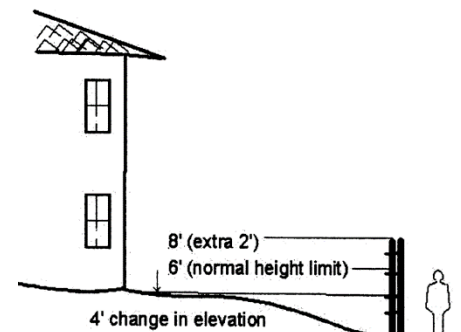
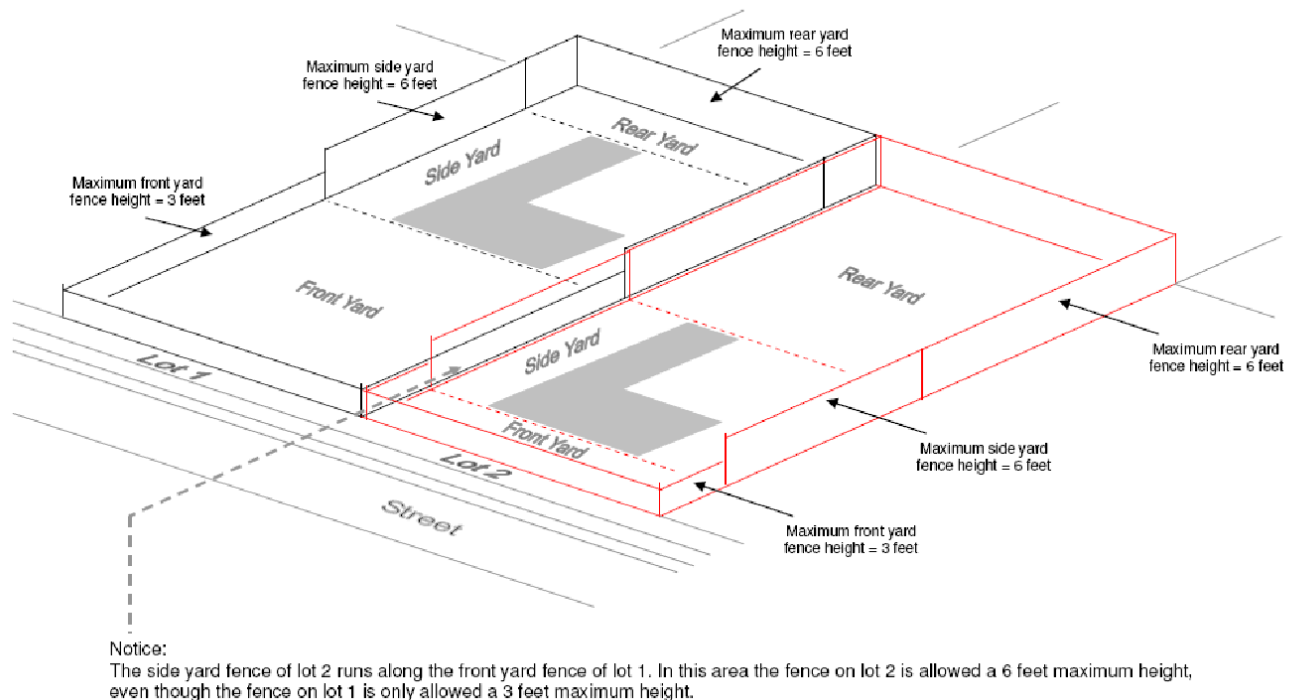


Figure 7.4: Additional height where home on adjacent lot is 4' higher (*subsection 7.09(3)(g)i*).

- vi) Notwithstanding the provisions of *Subsection (3)(e)*, above, a fence may be erected or altered up to the height of the adjacent building where the fence is located entirely on the interior of a lot behind all required building setback lines, attached to the main structure, and used for security purposes or for part of the intended use of the primary structure, such as fencing for outdoor display, for example an outdoor garden area, or lumber yard attached to a home improvement store.
- vii) The following illustration shall be used to determine applicable front, side and rear fence standards:

Figure 7.5: Fences and Yard Determinations



### Sec. 7.10 – HEIGHT STANDARDS

- 1) GENERAL HEIGHT STANDARDS APPLICABLE TO ALL ZONING DISTRICTS:
  - a) Height Requirements. The maximum height permitted shall be as described below and in accordance with *Table 4.4: Residential Lot Standards* and *Table 4.5: Non-Residential Lot Standards*, subject to the exceptions listed in this section.
    - i) Measuring Height. In all instances, the height of a structure shall be the vertical height from the average finished grade to the highest point of the roof, parapet, or uppermost part of the building or structure.
  - b) Exceptions. No structure may be erected or changed so as to make its height greater than specified in the applicable zoning district, except as noted below.
    - i) General Exceptions.
      - (1) Steeples on religious places of worship;
      - (2) Spires, belfries, and cupolas;

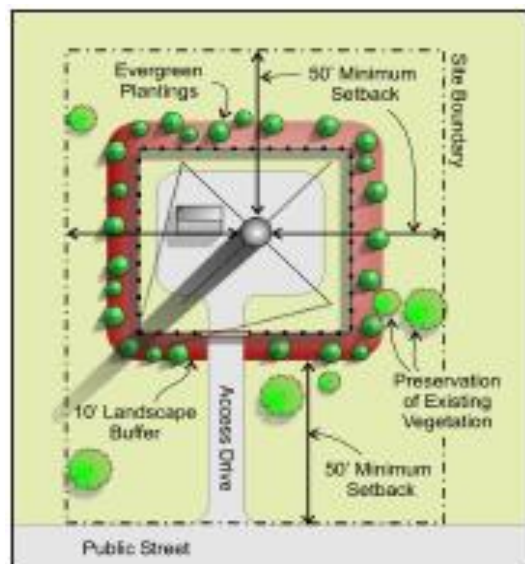
- (3) Industrial-related storage tanks, mechanical equipment, and smokestacks; and
  - (4) Water towers.
- ii) **Agricultural Structures.** All structures in a zoning district where agriculture is allowed that are used in agricultural product storage and/or processing may exceed the permitted height standards for that district and be erected to any height that is necessary for their operation.
- iii) **Wireless Communication Facilities.** The height of wireless communication facilities shall be regulated by *Section 7.11 – Wireless Communication Facilities*.
- iv) **Amateur Radio Towers.** Amateur radio towers may exceed the permitted height regulations by up to ten (10) feet.
- v) **Noncommercial Wind Energy Conversion Systems.** Wind energy conversion systems are exempt up to 120 feet in height. For propeller turbines, the height shall be measured from the rotor blade at its highest point to the top surface of the wind energy conversion system foundation. For vertical axis turbines, the height shall be measured from the highest point of the unit to the top surface of the wind energy conversion system foundation
- vi) **Necessary Appurtenances.** The following structural elements may exceed the permitted height standards for the zoning district in which they are located by up to ten (10) feet:
  - (1) Necessary mechanical appurtenances;
  - (2) Water tanks;
  - (3) Chimneys;
  - (4) Fire towers;
  - (5) Stair towers;
  - (6) Elevator bulkheads; and
  - (7) Wind energy conversion systems, rooftop.
- c) **Air Space Requirements.** Nothing in this Ordinance, including the exceptions listed above shall be interpreted as waiving any height regulations related to air transportation. All applicable Federal Aviation Administration (FAA) and State of Georgia restrictions and regulations, including *Federal Aviation Regulation Part 77* and *Objects Affecting Navigable Airspace (FAR Part 77)* shall apply to all structures.

#### **Sec. 7.11 – WIRELESS COMMUNICATION FACILITIES**

- 1) **PURPOSE.** In recognition of the quasi-public nature of cellular and/or wireless communication systems, it is the purpose of these regulations to:
  - a) Accommodate the need for cellular or wireless communication towers while regulating their location and number in the City;
  - b) Minimize adverse visual effects of communication towers and support structures through proper siting, design and screening;
  - c) Avoid potential damage to adjacent properties from communication towers and support structure failure; and
  - d) Encourage the joint use of any new and existing communication towers and support structures to reduce the number of such structures needed in the future.
- 2) **USE REGULATIONS.** The following use regulations shall apply to cellular or wireless communication antennas and towers.

- a) A cellular or wireless communications antenna that is mounted to an existing communications tower (whether said tower is for cellular purposes or not), smoke stack, water tower or other tall structure, shall be permitted as of right in all zoning districts. Cellular or wireless communications antenna may also be located on the top of buildings that are no less than fifty (50) feet in height.
  - b) A cellular or wireless communications antenna that is mounted to an existing structure as indicated above shall be painted a color which matches, or is compatible with, the structure on which it is located.
  - c) A cellular or wireless communications antenna is permitted as a special exception in the AG and I2 zoning districts only if it is:
    - i) mounted on its own tower (as opposed to it being mounted on an existing structure); or
    - ii) more than fifteen (15) feet higher than the structure on which it is mounted.
  - d) All other non-essential uses accessory to the cellular or wireless communications antenna and towers including, but not limited to business offices, maintenance depots, and materials and vehicle storage, are prohibited from the site unless otherwise permitted in the zoning district in which the cellular or wireless communications antenna and/or tower is located.
- 3) STANDARDS OF APPROVAL FOR CELULAR OR WIRELESS COMMUNICATIONS ANTENAS AND TOWERS PERMITTED BY SPECIAL EXCEPTION. The following standards shall apply to cellular or wireless communications antennas and towers permitted as special exception uses.
- a) The cellular or wireless communications company shall be required to demonstrate as part of the special exception application process, using the latest technological evidence, that the antenna or tower must be placed at the proposed location and at the proposed height in order to satisfy its necessary function in the company's grid system. As part of this requirement, a Radio Frequency (RF) map of sufficient scale shall be submitted to the Community Development Director demonstrating a need for the tower at the location and height proposed.
  - b) If the cellular or wireless communications company proposes to build a cellular or wireless communications tower (as opposed to mounting the antenna on an existing structure), it is required to demonstrate that it has contacted the owners of nearby tall structures within a one (1) mile radius of the site proposed, asked for permission to install the cellular or wireless communications antenna on those structures, and was denied for reasons other than economic ones. "Tall structures" shall include, but not be limited to: smoke stacks, water towers, buildings over fifty (50) feet in height, antenna support structures of other cellular or wireless communication companies, other communication towers and roadway lighting poles.
  - c) The City Council may deny the special exception if the applicant has not made a good faith effort to mount the antenna on existing structures.

Figure 7.6: Wireless Telecom Layout



- d) An application for special exception for a wireless communication facility which shall be reviewed by the TAC, and shall include, among other required information, a plan at a scale of one inch to fifty feet (1" = 50'), indicating at a minimum the following:
  - i) The total area of the site;
  - ii) The existing zoning of the property in question and of all adjacent properties;
  - iii) All public and private right-of-way and easement lines located on or adjacent to the property which is proposed to be continued, created, relocated or abandoned;
  - iv) Existing topography with a maximum of five (5) foot contours intervals;
  - v) The proposed finished grade of the development shown by contours not exceeding five (5) foot intervals;
  - vi) The location of all existing buildings and structures and the proposed location of the cellular or wireless communications tower and all cellular or wireless communications support structures including dimensions, heights, and where applicable, the gross floor area of the buildings;
  - vii) The location and dimensions of all curb cuts, driving lanes, off-street parking and loading areas including the number of spaces, grades, surfacing materials, drainage plans and illumination of the facility;
  - viii) All existing and proposed sidewalks and open areas on the site;
  - ix) The location of all proposed fences, screening and walls;
  - x) The location of all existing and proposed streets;
  - xi) All existing and proposed utilities including types and grades;
  - xii) All existing and proposed landscaping in accordance with *Subsection 7.11(4)(e)*;
  - xiii) The schedule of any phasing of the project;
  - xiv) A written statement by the cellular or wireless communications company as to the visual and aesthetic impacts of the proposed cellular or wireless communications tower on all adjacent residential zoning districts; and
  - xv) Any other information as may be required by the Planning & Zoning Commission to determine the conformance with this Zoning Ordinance.
- 4) STANDARDS OF APPROVAL OF ALL CELULAR OR WIRELESS COMMUNICATIONS ANTENAS AND TOWERS
  - a) Antenna/Tower Height. The applicant shall demonstrate that the antenna/tower is the minimum height required to function satisfactorily and provide an acceptable number of towers.
  - b) Setbacks from the Base of the Tower. If a new cellular or wireless communications tower is to be constructed, the minimum distance between the base of the tower or any guy wire anchors and the property line shall be the greater of the following:
    - i) Forty (40) percent of the tower height;
    - ii) The minimum setback in the underlying zoning district; or
    - iii) Fifty (50) feet.
  - c) Cellular or Wireless Communications Tower Safety. The applicant shall demonstrate that the proposed cellular or wireless communications tower and its antenna are safe and that the surrounding properties will not be negatively affected by tower failure, falling ice or other debris, electromagnetic fields or radio frequency interference. Furthermore, all cellular or wireless

- communications towers shall be fitted with antclimbing devices as approved by the manufacturers.
- d) Fencing. A fence shall be required around the cellular or wireless communications tower and its support structure(s), unless the antenna is mounted on an existing structure. The fence shall be a minimum of eight (8) feet in height and shall be erected to prevent access by non-authorized personnel.
  - e) Landscaping.
    - i) Landscaping shall be required to screen as much of the freestanding cellular or wireless communications tower, support structures, and surrounding fence as possible and any other ground-level features and, in general, to soften the appearance of the cellular communications site.
    - ii) The Director may permit any combination of existing vegetation, topography, walls, decorative fences or other features instead of landscaping, if they achieve the same degree of screening as the required landscaping.
  - f) Limiting the Number of Cellular or Wireless Communications Towers. In order to reduce the number of antenna support structures needed in the City in the future, the proposed cellular or wireless communications tower shall be required to accommodate other users, including other cellular communications companies, and local police, fire and ambulance departments. The applicant shall provide proof that co-location is not feasible.
  - g) Licensing. The cellular or wireless communications company must demonstrate to the City that it is licensed by the Federal Communications Commission (FCC).
  - h) Required Parking. If the cellular or wireless communications site is fully automated, adequate parking shall be required for maintenance workers. If the site is not fully automated, the number of required parking spaces shall equal the number of employees working on the largest shift. All parking specifications and requirements shall be consistent with the applicable parking requirements as established in this Ordinance.
  - i) Appearance. Cellular or wireless communications towers under two-hundred (200) feet in height shall be painted silver or have a galvanized finish retained in order to reduce visual impact. Cellular or wireless communications towers shall meet all Federal Aviation Administration (FAA) regulations. No cellular or wireless communications towers may be artificially lighted except when required by the FAA. Furthermore, no cellular communication tower or antenna shall contain any signage containing a commercial message.
- 5) **MAINTENANCE.** Any owner of property used as a cellular or wireless communications site shall maintain such property and all structures in good condition and free from trash, outdoor storage, weeds and other debris. Any cellular or wireless communications tower that has discontinued its service for a period of twelve (12) continuous months or more shall be removed, along with all accessory structures related thereto. Discontinued shall mean that the structure has not been properly maintained, has been abandoned, become obsolete, unused or has ceased the daily activities or operations which had occurred.



## Sec. 7.12 – OUTDOOR LIGHTING

- 1) **INTENT.** Exterior lighting shall be subject to the following lighting standards and should be consistent and compatible with the design, color and scale of the associated development. Light levels shall most importantly be uniform to promote the health, safety, and welfare of users.
- 2) **GENERAL PROVISIONS.** All areas containing outdoor lighting, including but not limited to floodlighting, security, street, or parking lot lighting shall comply with the requirements of this section.

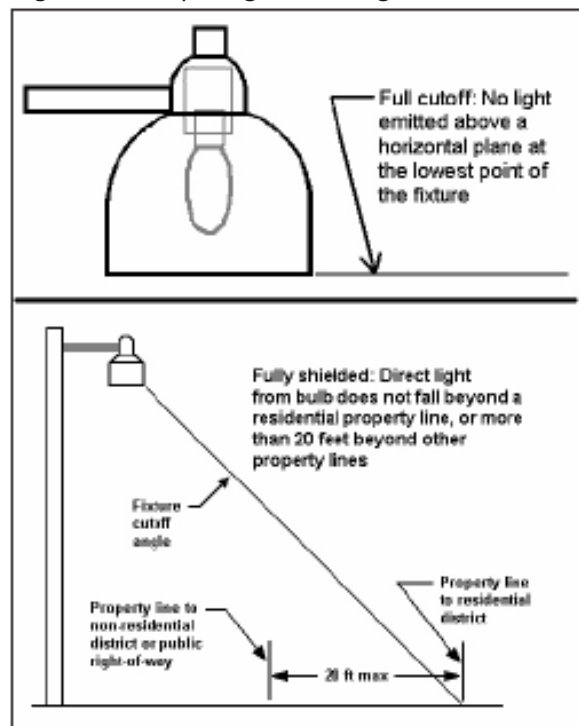
- a) **Light Trespass.** All areas containing outdoor lighting shall limit light spillage onto adjacent property, when measured at any point along a property line to the requirements set forth in *Table 7.23: Light Trespass*. Compliance shall be achieved by utilizing fixture shielding, directional control designed into fixtures, fixture location, height, or aim, or a combination of these or other factors.

Table 7.23: Light Trespass	
Adjoining District	Light Spillage Measured in Foot-Candels (maximum light level at the property line)
AG, R1, R2, SFA, MF1, MF2, CBD, CMU, PUD*	0.20
C1, C2, OMI, I1, I2, PUD*, Public RoW	0.50

*In PUDs, Light Spillage for residential uses shall not exceed 0.20, and 0.50 for non-commercial uses.

- b) **Light Shielding.** Unless light fixtures of a particular period or architectural style are used, all new, repaired, or replaced lighting, whether public or private, shall be full cutoff or fully shielded.
- c) **Mounting Height Measurement.** For the purposes of this section, the mounting height of all light fixtures shall be defined as the vertical distance between the adjacent grade of the surface being illuminated and the top of the lighting fixture (luminaire).
- d) **Use of Timers/Dimmers.** Wherever practicable, exterior lighting shall include timers, dimmers, and/or sensors to reduce overall energy consumption and eliminate unneeded lighting.
- e) **Electrical Service.** The electrical service to all outdoor lighting fixtures shall be underground, unless the fixtures are mounted directly on buildings or utility poles.
- f) **Holiday Lighting.** Holiday lighting shall be exempt from the provisions of this section.
- g) **Lamp Color.** Lamps (the source of the actual light) shall be halogen, metal halide or other type which ensures true-color at night.

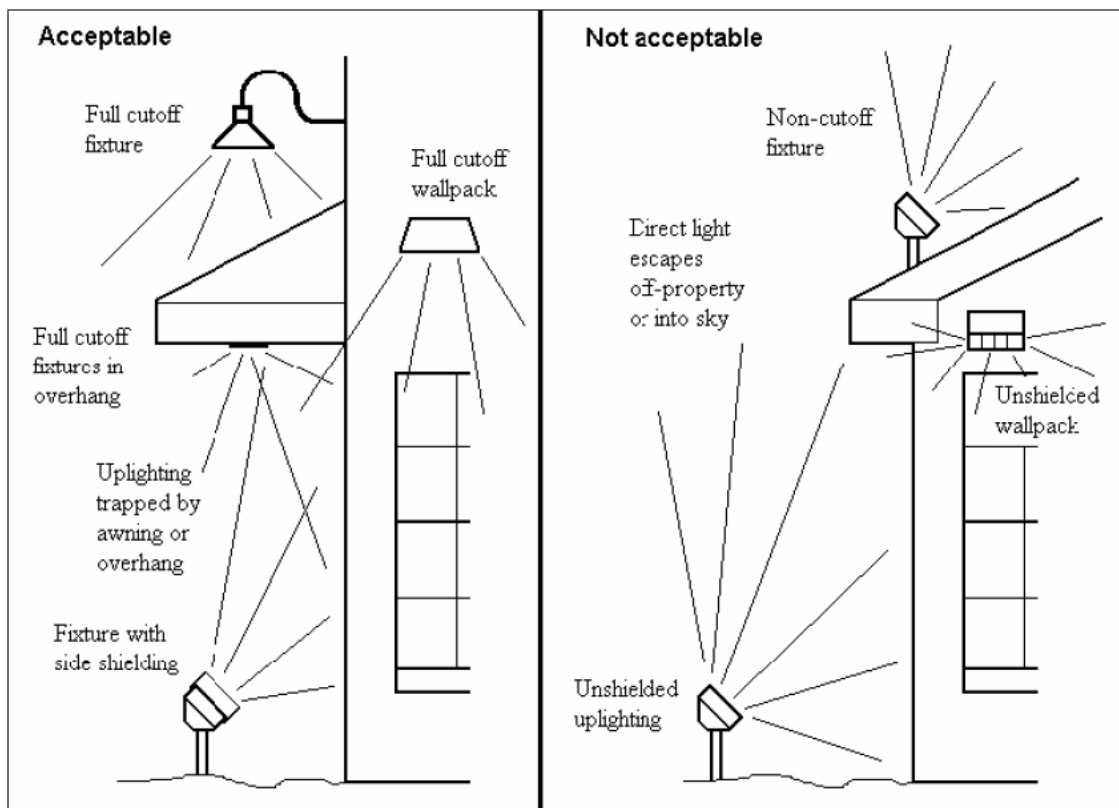
Figure 7.7: Proper Light Shielding





- 3) **LIGHTING PLAN.** Wherever a lighting plan is called for by this Ordinance, such plan shall include the following:
  - a) Lighting plan showing buildings, landscaping, parking areas, and the locations of all proposed exterior lighting fixtures, with designation of full cutoff and/or fully shielded fixtures;
  - b) A description of the outdoor light fixtures which may include but is not limited to manufacturer's catalog cuts, photometric report with candela distribution, drawings, and shielding information;
  - c) Analysis and illuminance level diagrams showing that the proposed installation conforms to the lighting level standards in this Ordinance.
- 4) **ILLUMINATION OF BUILDINGS AND OTHER VERTICAL STRUCTURES.** When buildings or other structures are illuminated, the design for the illumination must be in accordance with the following:
  - a) Lighting fixtures shall be located and/or aimed such that light is directed only onto the building surface. All fixtures used to illuminate buildings shall be fully shielded;
  - b) For statues, monuments, fountains, or other objects for which it may not be possible to reliably and consistently illuminate with downward lighting, up-lighting may be used only in the form of spotlights which confine the illumination to the object of interest; and
  - c) If up-lighting is used to illuminate flags, only spotlights shall be used; floodlights directed above the horizontal shall not be used to illuminate a flag.
- 5) Building-mounted neon lighting is allowed only when recessed, or contained in a cap or architectural reveal.

Figure 7.8: Proper Feature Lighting Examples



- 6) PARKING AREAS
  - a) Luminaires / lighting fixtures serving parking areas shall be full cutoff fixtures.
  - b) The maximum average maintained illumination level for a parking lot shall be no more than 1.6 horizontal foot-candles at grade level.
  - c) Light fixtures located on the perimeter of parking lots and within twenty (20) feet of a property line shall utilize *IESNA Type IV* forward throw optical distribution and/ or “house-side” shielding to minimize light spillage with respect to that property line.
  - d) Lights shall not exceed twenty-five (25) feet in height from the adjacent grade to the top of the fixture.
  - e) Building-mounted lighting shall not be permitted to illuminate parking areas.
- 7) LIGHTING OF EXTERIOR DISPLAY OR OPEN SALES AREAS (excluding motor vehicle dealerships)
  - a) Light fixtures serving areas designated as exterior display or open sales areas shall be full cutoff and/or fully shielded fixtures.
  - b) Areas designated as exterior display or open sales areas shall be illuminated so that the average maintained horizontal illumination at grade level does not exceed 4.0 foot-candles.
  - c) Light fixtures located on the perimeter of display or sales areas and within twenty (20) feet of a property line shall utilize *IESNA Type IV* forward throw optical distribution and/or “house-side” shielding to minimize light spillage with respect to that property line.
- 8) LIGHTING OF MOTOR VEHICLE DEALERSHIPS
  - a) Full cutoff light fixtures shall be required for car dealerships.
  - b) Car dealerships can define thirty percent (30%) of their site as display area and illuminate that area up to thirty-five (35) foot-candles (maximum) while limiting light trespass and using fully shielded fixtures.
  - c) The remaining seventy percent (70%) of the car dealership site shall be subject to the same lighting standards for light levels and light trespass as other commercial sites.
- 9) LIGHTING OF WALKWAYS, BIKEWAYS, PARKS AND PLAYGROUNDS. Where special lighting is to be provided for walkways, bikeways, or parks, the following requirements shall apply:
  - a) The walkway, pathway, or ground area shall be illuminated to a level of no more than 0.5 average horizontal foot-candles;
  - b) The vertical illumination levels at a height of five (5) feet above grade shall be no more than 0.5 average vertical foot-candles; and
  - c) Lighting fixtures shall be designed to direct light downward, and the initial output of light sources shall not exceed one-thousand (1,000) lumens.
  - d) Light pole height shall not exceed fifteen (15) feet. Bollard lighting, not exceeding four (4) feet in height is encouraged.
- 10) LIGHTING OF CANOPIES, BAYS, AND LOADING AND UNLOADING SPACES
  - a) The average maintained horizontal illumination shall not exceed twenty-five (25) foot-candles.
  - b) Areas used for parking or vehicle storage shall be illuminated in accordance with the requirements for Parking Lot Lighting.
  - c) Light fixtures mounted on or under overstory ceilings, in bays, and in loading and unloading spaces shall be recessed, full cutoff and fully shielded, unless indirect lighting is being used whereby light is directed upward and then reflected down from the ceiling of the structure. In

this case, light fixtures must be shielded so that direct illumination is focused exclusively on the ceiling of the structure.

- d) Lights shall not be mounted on the top or sides of an overstory.
- e) Lighting for drive-through bays must be fully shielded as if located outside.

#### 11) OUTDOOR ATHLETIC/PERFORMANCE FACILITIES

- a) Outdoor activity facilities may have unique lighting needs pertaining to the performing or playing area. A design plan for such a facility shall detail the lighting requirements of the performing or playing area and how unwanted glare, illumination of surrounding streets and properties, and nighttime atmospheric light pollution will be minimized.
- b) Limits on light trespass appearing in *Subsection 7.12(2)(a)* of this section apply to such outdoor facilities. If floodlighting is used in place of full cutoff fixtures, the center beam shall be aimed below the horizontal plane at an angle not less than one-half (0.5) the angular beam spread of the fixture. Glare shall be controlled by fixture design, location, shielding, or natural/positioned obstructions on the parcel where the facilities are located. Every such lighting system design and installation shall be certified by a registered engineer as conforming to all applicable restrictions of this Ordinance.
- c) Except for professional or amateur events covered by intrastate televised broadcast, thirty (30) foot-candle horizontal illumination of the playing field or performing area shall not be exceeded. Parking facilities, walkways, and other lighting applications associated with venues for the outdoor activities covered herein shall conform to the requirements specified in the sections of this Ordinance applicable to those lighting applications. Light levels adjacent to residential districts or uses shall not exceed 0.20 foot-candle at the property line.
- d) Outdoor Activity Light poles shall not exceed one-hundred (100) feet in height. The use of spotlights and/or floodlights to illuminate the play/performance area shall be permitted. However, each facility shall be designed and constructed with a dual lighting system which permits the main lighting for the event (spotlighting, floodlighting, etc.) to be turned off, with an alternate low level lighting system used for clean-up, night maintenance and other activities. Outdoor Activity lights shall shut off by 11:00 p.m. or no more than thirty (30) minutes after the activity is completed.

#### 12) STREET LIGHTING.

- a) Unless street light fixtures of a particular period or architectural style are used, all new, repaired or replaced street lighting, whether public or private, shall utilize full cutoff and/or fully shielded fixtures.
- b) If street light fixtures of a particular period or architectural style are used then all such fixtures shall meet the Illuminating Engineering Society of North America (IESNA) criteria for said fixtures described above, and the maximum lumens generated by each fixture shall not exceed five-thousand (5,000). In no case shall the resulting illumination exceed levels currently recommended by the IESNA in publication *RP-8, American National Standard Practice for Roadway Lighting*.
- c) Fixtures that emit more than three-thousand (3,000) lumens shall be shielded if adjacent to residential districts or uses.

## 13) NEON LIGHTING.

- a) Light sources consisting of glass tubes filled with neon, argon, krypton, or other similar gas (hereafter referred to as “neon lighting”) are excluded from shielding and line-of-sight requirements, however such lighting shall be included in the light trespass requirements of *Subsection 7.12(2)(a)*.
- b) For the purposes of this Ordinance, signs using neon lighting shall be considered internally illuminated signs and shall be subject to the requirements specified for internally illuminated signs in the *Villa Rica Sign Ordinance*.
- c) Neon lighting shall not be considered as security lighting.

## 14) SIGN ILLUMINATION

- a) Whenever an external artificial light source is used to illuminate a sign, such source shall be fully shielded. A receptacle or device housing a permitted light source shall be top mounted and directed below the horizontal, except for ground-mounted signs no higher than six (6) feet which may be illuminated with ground-mounted or bottom-mounted lighting fixtures.
- b) The average level of illumination on the vertical surface of an externally illuminated sign shall not exceed thirty (30) foot-candles, unless permitted ground-mounted or bottom-mounted lighting fixtures are used in which case the average level of illumination on the vertical surface of the sign shall not exceed twenty (20) foot-candles. No exposed bulb or lamp shall be used on the exterior surface of any sign so as to expose the face of the bulb, light or lamp to any public right-of-way or adjacent property.
- c) Internally illuminated signs constructed with an opaque or colored background and lighter contrasting text or symbols are preferred; such construction shall be required for internally illuminated signs within six-hundred (600) feet of a Residential District. This section shall not apply to residential development identification signs, vending machines, telephone booths, time and temperature signs, or signs that do not exceed two (2) square feet in area. For the purposes of this Ordinance, signs using neon lighting shall be considered internally illuminated signs and shall be subject to the requirements specified for internally illuminated signs, provided that there shall be no color restrictions on neon signs.

## 15) OTHER OUTDOOR LIGHTING

- a) Outdoor lighting not otherwise specified in this Ordinance emitting more than one-thousand two-hundred (1,200) lumens (except motion detector activated lighting) shall be full cutoff and fully shielded. Bulbs in outdoor light fixtures emitting from six-hundred (600) to one-thousand two-hundred (1,200) lumens may be installed in fixtures that are not full cutoff and may be visible from the property line, provided, however, such bulbs shall be frosted glass or covered by frosted glass or other similarly translucent material.
- b) A spotlight or floodlight of less than one-thousand eight-hundred (1,800) lumens need not be full cutoff or fully shielded if its center beam is aimed at a point not beyond any property lines and no less than forty-five (45) degrees below horizontal, is used for security lighting purposes only, and is motion detector activated and cycles off within five minutes after the cessation of motion within its field of view. Such security lighting shall not be activated by normal business or resident activity.

- c) Tower or antenna lighting shall not be permitted unless required by the Federal Aviation Administration.
- d) The use of search lights, laser lighting, or lights that pulse, flash, rotate or simulate motion for advertising or promotions, and are therefore considered to be signs, are prohibited per *Section 9.14 Prohibited Signs of the Villa Rica Sign Ordinance*.

16) EXCEPTIONS

- a) The temporary use of low-wattage or low-voltage lighting for public festivals, celebrations, and the observance of holidays are exempt from this Ordinance except where they create a hazard or nuisance from glare. However, consideration to light trespass requirements shall be demonstrated prior to commencing the use of the temporary lighting.
- b) Emergency lighting and traffic control lighting shall be exempt from the requirements of this section.

17) LIGHTS NOT CONFORMING TO THIS SECTION

- a) Authority to Continue. Any lawfully installed lighting fixture at the effective date of this Ordinance which does not conform to the provisions of this section may continue provided the lighting remains in conformance with the provisions of this Subsection.
- b) Ordinary Maintenance and Repair. Nothing in this section shall relieve the owner or beneficial user of legal nonconforming lighting, or the owner of the property on which the legal nonconforming lighting is located, from the provisions of this section regarding safety, maintenance, and repair. Normal maintenance, including replacing light bulbs, cleaning, or routine repair of legal nonconforming light fixtures, shall not be deemed to be a condition which triggers a loss of lawful status described below, unless such maintenance increases the nonconforming aspects of the lighting.
  - i) Loss of Lawful Status
    - (1) Legal nonconforming status shall terminate under the following conditions:
      - (a) if a light fixture is no longer used for a period of six (6) months it shall be deemed abandoned and shall not thereafter be reestablished; or
      - (b) if a lighting fixture is structurally altered such that its nonconforming aspects increase; or
      - (c) if a lighting fixture is relocated, replaced, or moved in any way; or the lighting fixture is damaged and the cost of repair exceeds fifty percent (50%) of its replacement value.
    - (2) Upon the event of any of the aforementioned, the lighting fixture(s) shall be immediately brought into compliance with this section, or the lighting fixture(s) shall be removed.
  - ii) Removal Pursuant to Public Order. Lighting found by a governmental agency to create public hazard can be ordered removed or altered at any time.

18) SECURITY LIGHTING. Security lighting shall be coordinated with other lighting on the property to the extent possible and shall otherwise conform with the following requirements:

- a) Non-residential Lighting Fixtures. All security lighting in non-residential areas shall be shielded and specifically aimed so that illumination is directed only to the intended area. The light source for any security lighting shall include shields that prevent their light source or lens from being visible from adjacent properties and/or streets. Security lighting fixtures may be mounted on

poles located no further than ten (10) feet from the perimeter of the area intended to be illuminated.

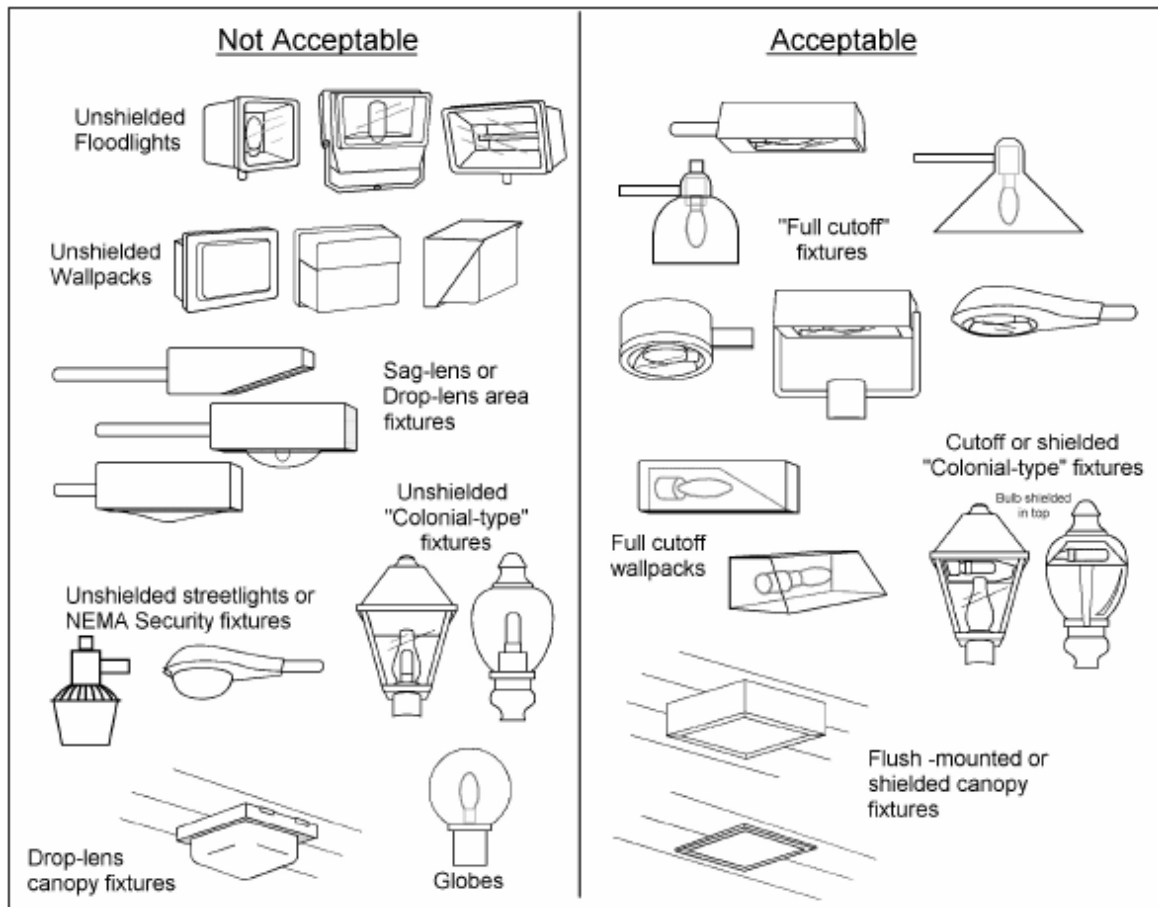
- b) Residential Lighting Fixtures. Security lighting fixtures in residential areas shall make use of indirect and reflected lighting techniques to provide soft lighting under canopies, entry porches, or soffits.

#### 19) TOWN CENTER

- a) Storefronts shall be internally illuminated with spot or other incandescent lighting to display the business or its products.
- b) Exterior lighting may be affixed to the building.
- c) Pedestrian passages to parking areas on the sides and in the rear must be lit to a minimum of two (2) foot-candles.

20) MODIFICATION. The Planning & Zoning Commission shall have the authority to modify any of the requirements of this section in accordance with *Subsection 2.02(9)(a) ix*.

Figure 7.9: Acceptable Lighting Examples



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**Sec. 7.13 – OPEN SPACE REQUIREMENT**

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- 1) **INTENT.** The following requirements shall govern the type and amount of open space for any tract of land which is the subject of an application for subdivision, land development or both using the provisions of this article. The purpose of open space is to regulate the intensity of development, preserve natural features and vistas, enhance the aesthetics of the built environment, and supply functional recreational areas.
- 2) **OWNERSHIP.** The land must be held in single and separate ownership by the applicant or, in the case of multiple ownership, the tract must be developed according to a single plan with responsibility for its implementation and completion vested in a common authority.
- 3) **GENERAL PROVISIONS**
  - a) Open Space shall be large, contiguous areas to the greatest extent possible.
  - b) Connectivity between the open space and adjacent development, greenways, parks and the like shall be provided by a minimum twenty (20) foot wide accessway.
  - c) Where significant natural assets exist in a proposed development, the Planning & Zoning Commission may require preservation. Areas devoted to natural or improved flood control channels and those sections subject to problems of flowage, floodway or drainage easements should be left in their unimproved, natural state.
  - d) Open space shall be designated as Common Area or placed in an easement.
  - e) The City Council shall require that a legal plan or contract for the perpetuation, maintenance and function of all the common area or other common property be established and furnished to the Council to be approved by the City Attorney prior to final approval. The legal plan or contract shall assure that all such common areas shall be provided for in a satisfactory manner without expense to the City. The documents shall be recorded in the County Recorder's office by the applicant prior to occupancy of any building on the project.
  - f) The City shall pursue enforcement of standards and impose penalties in accordance with *Chapter XII: Violations and Enforcement* upon failure to maintain designated open space and any improvements within the open space.
  - g) Further subdivision of the open space or its use for other than conservation, agricultural, or passive recreation shall be prohibited. Structures and buildings accessory to the conservation, agricultural or passive recreation may be erected on the open space, subject to the standards in *Table 4.4: Residential Lot Standards*, *Table 4.5: Non-Residential Lot Standards* (whichever table is applicable), and *Section 8.02 – Accessory Use and Structure Standards*, and subject to review of the site by the Planning & Zoning Commission. Any restrictions on the established open space shall be recorded in a conservation easement to which the City is a signatory party.
  - h) Where applicable, a homeowners' or maintenance association shall be established for the purpose of permanently maintaining all open space and potential non-commercial recreational facilities. Such homeowner's or maintenance association agreements, guaranteeing continuing maintenance, and giving lien to the City in the event of lack of such maintenance, shall be submitted to the City Council for approval prior to the issuance of any permits.



- 4) NON-QUALIFYING OPEN SPACE. Elements that do not qualify to be counted toward open space include:
- a) Required private yards.
  - b) Street rights-of-way, open parking area and driveways for dwellings.
  - c) Land covered by buildings.
  - d) Required detention and retention ponds that are not visually or physically accessible.
  - e) The floodway of any stream, regulated drain, river or other water body accessible.
  - f) Any area with slopes exceeding a twenty-five percent (25%) grade.
  - g) Any wetlands on the development site, unless preserved as a conservation area.
- 5) MINIMUM REQUIRED OPEN SPACE

Table 7.24: Minimum Required Open Space		
Zoning District	Percentage of Open Space	Notes
R1, R2	8%	-
SFA, MF1	12%	-
MF2	15%	-
CMU, C1, C2, OMI	5%	-
I1, I2	2%	Sites less than 3 acres are exempt
AG, CBD	-	Exempt

- 6) QUALIFYING OPEN SPACE
- a) Conservation areas and wetlands preserved as conservation areas.
  - b) Floodplains
  - c) Woodlands
  - d) Riparian corridors
  - e) Retention and detention facilities with the following characteristics:
    - i) Perimeter Access. An easement of at least fifteen (15) feet from the top of bank with a minimum five (5) feet wide path of a material that meets the requirements of the ADA.
    - ii) Access. An area of open space at least twenty (20) feet wide shall extend from a street right-of-way to the fifteen (15) foot perimeter access area of the detention area.
    - iii) Planting. Native plant material is encouraged around the perimeter of retention ponds.
  - f) Development amenity areas containing semi-public areas such as:
    - i) plazas with seating and special features such as public art or fountains;
    - ii) pocket parks with seating and landscaping;
    - iii) decorative water features; and lakes.

**Sec. 7.14 – MULTIFAMILY AMENITIES REQUIRED**

- 1) Minimum Number of Amenities Required. Multi-family developments shall incorporate recreational amenities from the list in *Subsection 7.14(2)* below in the following amounts:
  - a) Multifamily development with fewer than twenty-five (25) units shall be exempt from this requirement. However, the Director may require an amenity not listed below to provide enhanced resident enjoyment and engagement.
  - b) Multi-family developments with twenty-five (25) to one-hundred (100) dwelling units shall provide at least one amenity;
  - c) Multi-family developments with one-hundred-one (101) to one-hundred and seventy-five (175) dwelling units shall provide at least two amenities; and
  - d) Multi-family developments with more than one-hundred and seventy-six (176) dwelling units shall provide at least three (3) amenities.
- 2) Allowable Amenities.

a) Swimming pool;     b) Golf course or Putting green;     c) Resident clubhouse;     d) Pet park, minimum of two-thousand (2,000) square feet;     e) Community center (meeting room, assembly hall, etc.);     f) Community garden with raised beds;     g) Rooftop terrace;     h) Library/study     i) Computer resource center/internet café     j) Learning center/childcare	k) Koi pond/water gardens     l) Nature trails Fitness center and/or recreation building;     m) Pocket parks Basketball, volleyball, or other sport court;     n) Other amenity approved by city. Two tot lots with a minimum size of five-hundred (500) square feet per lot;     o) Two picnic areas, with a minimum size of five-hundred (500) square feet per area, and including a minimum of two picnic tables and one (1) grill/pit per area;
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- 3) Amenity Standards.
  - a) Each development shall satisfy its amenity area requirements by installing the types of facilities that are most likely suited to and used by the age bracket of persons likely to reside in that development;
  - b) Except for developments which are expected to contain adults almost exclusively, a children's play area should be provided as a mandatory amenity in the project.
  - c) Except for developments which are expected to contain adults almost exclusively, a sports court with a minimum size of thirty-six hundred (3,600) square feet should be provided as second mandatory space in projects with more than forty (40) units. The minimum dimensions for the court active play area should be 72'X42' feet (i.e. the dimensions for a youth basketball league half court). Substitution of the required court for a swimming pool would acceptable.

**Sec. 7.15 – MULTIFAMILY DENSITY BONUSES**

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- 1) The following density bonuses may be used to achieve a maximum fifty percent (50%) density bonus.
  - a) Structured Parking Bonus. The City may allow a two percent (2%) increase in permitted density for each five percent (5%) of units provided with structured parking.
  - b) Recreation/Open Space Bonus. The City may approve a one (1%) percent increase in permitted density for each one (1%) percent of useable recreation space set aside provided above the minimum amount required per *Sec. 7.13 – Open Space Requirement*.
    - i) Recreation areas shall be landscaped and provided with sufficient natural or manmade screening or buffer areas to minimize any negative impacts upon adjacent residential uses;
    - ii) Each recreation area shall be centrally located and easily accessible by walkways;
    - iii) Each recreation area shall be constructed on land that is reasonably flat, dry, and capable of serving the purpose that it was intended for.
  - c) Amenity Bonus. The City may approve a five (5%) percent density bonus for every amenity provided in excess of the required amenities in *Subsection 7.14(2)*.
  - d) Building Design Bonuses.
    - i) The city may approve up to a ten percent (10%) increase in permitted density for multi-family development in which each multi-family building has brick and/or stone as its primary exterior building material, when an amount equal to sixty (60%) percent of the total net exterior wall area of each building elevation (excluding gables, windows, doors, and related trim), shall be brick, stone, fiber cement siding, or hard-coat stucco. For more contemporary-designed structures, the use of alternative high-quality finishes may be employed at the discretion of the Community Development Director.

**Sec. 7.16 – SINGLE-FAMILY DEVELOPMENT AMENITIES REQUIRED (R1, R2, SFA, AND PUD)**

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- 1) Minimum Number of Amenities Required. Single-family residential subdivisions, either attached or detached, shall incorporate recreational amenities from the list in subsection b. below in the following amounts:
  - a) Developments with fewer than twenty-five (25) dwelling units shall be exempt from this requirement; except that the Director may require an amenity not listed in this section to provide enhanced resident enjoyment and engagement.
  - b) Developments with twenty-five (25) to one hundred (100) dwelling units shall provide at least one amenity;
  - c) Developments with one-hundred one (101) to one-hundred seventy-five (175) dwelling units shall provide at least two (2) amenities; and
  - d) Developments with one-hundred seventy-six (176) or more dwelling units shall provide at least three (3) amenities and the City Council shall determine the ratio of additional recreational amenities based on National Recreation and Park Association ([www.nrpa.com](http://www.nrpa.com)) standards.
- 2) Allowable Recreational Amenities:
  - a) Swimming pool sized to comply with NRPA standards.
  - b) Golf course.

- c) Resident clubhouse.
  - d) Two tot lots with a minimum size of five-hundred (500) square feet per lot.
  - e) Basketball, volleyball, or other sport court.
  - f) Two picnic areas, with a minimum size of five-hundred (500) square feet per area, and including a minimum of two picnic tables and one (1) barbeque grill/pit per area.
  - g) Other amenity approved by the City Council.
- 3) Density Bonuses for Single-Family Development:
- a) City may approve a five (5%) percent density bonus for every amenity provided in excess of the required amenities indicated in subsection a. above, not to exceed a maximum of density bonus of twenty (20%) percent.

Figure 7.10: Density Bonus Foundations



A **density bonus** is an incentive-based tool that permits a developer to increase the maximum allowable development on a site in exchange for either infrastructure commitments or in-kind support for specified public policy goals.

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**CHAPTER VIII – SUPPLEMENTARY CONDITIONS FOR SPECIFIC USES****Sec. 8.01 – GENERAL CONDITIONS**

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All uses shall be developed, used and operated in conformance with the standards of this Code. The following additional standards shall apply to the specific land uses listed in this article. Certain uses require a Conditional Use Permit or a Special Exception in conformance with *Section 11.09 – Special Exception Procedure* – of this Code. All uses shall comply with applicable building, life safety, fire and health codes adopted by the City in addition to applicable regulations of Carroll or Douglas Counties, and state and/or federal governments. The applicant shall provide evidence of compliance with the applicable requirement. The applicant shall obtain a business license and a home occupation permit, if applicable, prior to establishment of the use.

**Sec. 8.02 – ACCESSORY USE AND STRUCTURE STANDARDS**

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- 1) GENERAL PROVISIONS. the following standards shall apply within all zoning districts:
  - a) Order of Establishment. No accessory use or structure shall be permitted to be located, placed, or established on any lot prior to the issuance of a permit for a principal use or structure. all accessory uses and structures shall be permitted only in association with the principal use or structure.
  - b) Incidental to Principal. Accessory uses and structures shall be incidental and subordinate to, and commonly associated with the operation of, the principal use of the lot. this shall be shown through the height, area, bulk, extent and purpose to the principal use served and shall not exceed the required heights, setbacks, or area standards established by this section.
  - c) Setback. Accessory structures shall be located no closer to the front lot line than the front building façade line of the principal use.
    - i) Exceptions. accessory structures in Single-Family Agricultural (AG) zoning districts may be located in any location on the lot or parcel subject to compliance with all other applicable provisions of this ordinance.
  - d) Separation. any detached accessory structure shall be located:
    - i) a minimum of five (5) feet from any accessory or principal structure in residential zoning districts.
    - ii) a minimum of ten (10) feet from any accessory or principal structure in non-residential districts.
  - e) Height. Accessory structure height shall be in accordance with the *Table 4.4: Residential Lot Standards* and *Table 4.5: Non-Residential Lot Standards* unless specifically allowed as otherwise by this section or by the height exemptions of *Section 7.10 – Height Standards*.
  - f) Placement. Accessory structures shall not encroach upon any required landscaping buffer yards or easements. No accessory structures shall be placed in any operable septic fields or septic field easements.

- g) Design Compatibility. Accessory uses and structures shall be compatible in design and material to the principal use on the lot on which it is situated.
  - h) Exemptions. Billboard structures shall be exempt from this code section, and are regulated under *Sec. 9.38 of the Villa Rica Sign Ordinance*.
- 2) **PERMITTED ACCESSORY USES AND STRUCTURES**. The Community Development Director shall determine whether or not accessory uses are permitted based on consistency of each use with the intent of the district in which it is located. accessory uses and structures may include but are not limited to the following:
- a) Appurtenant Features. Such appurtenant features as walks, driveways, curbs, drainage installations, mailboxes, lamp posts, bird baths, and structures of like nature.
  - b) Fixed Structures. Outdoor fireplaces, doghouses, children's play equipment when the lot requirements are adhered to.
  - c) Walls. Fences, walls, structural screens, retaining walls when they do not hinder vision clearance triangles or intersection visibility.
  - d) Plant Material. Trees, shrubs, flowers, or other plant material in any required front, side or rear yard provided that sight visibility triangles are not hindered.
  - e) Animals. Domestic pets and horses provided the keeping of the animals is not for profit and not construed as a kennel.
  - f) Sports Equipment. Portable sports goals provided they are not in the right-of-way.
  - g) Accessory Dwelling Units. It is the intent of this section to permit, in the correct context, secondary dwellings as an alternative single family living arrangement. It is the intent that the occupancy is associated with the primary dwelling, and that the dwelling be held to the standards below. The restrictions herein are designed so that it remains clear that the property is a single lot and use, that the accessory dwelling appear subordinate in size and/or location, and that any potential nuisance is mitigated.
    - i) an accessory dwelling unit is permitted as a Special Exception in certain districts.
    - ii) one accessory dwelling unit may be permitted either within an accessory structure or as an independent accessory structure.
    - iii) the owner(s) of the single-family lot upon which the accessory apartment is located shall occupy at least one (1) of the dwelling units on the premises.
    - iv) occupation of accessory dwelling units may be limited by the City Council.
    - v) the accessory dwelling unit shall not exceed seventy-five (75%) of the primary dwelling footprint and shall not exceed the greater of six-hundred (600) square feet and five (5%) percent of lot coverage.
    - vi) an accessory dwelling unit shall be constructed no farther than one-hundred (100) linear feet from the primary/principal dwelling.
    - vii) an accessory dwelling unit shall be constructed so as to maintain the appearance of the property as a residence and the approving body should consider *Section 9.01 –Residential Design Standards*.
    - viii) a minimum of two (2) off-street parking spaces, including the driveway, shall be provided
    - ix) a screening plan shall be a part of the approval process.



h) Family-Care Homes

- i) Day-Care Home Standards. Child daycare homes shall meet the definition established by O.C.G.A. 591-1-1 and shall be consistent with all applicable regulations of the State of Georgia. However, home daycare in residential districts requires a special exception, and activities associated with the operation shall not adversely impact the quality of life of adjacent property owners.
- ii) Family Foster Homes. Foster family homes where children unrelated to the residents by blood or adoption are cared for.
- iii) Elder Day Care homes. Elderly day cares homes shall be permitted provided that the maximum number of elderly persons receiving care, protection and supervision in any such home shall not exceed six (6) at any given time.

i) Home Occupation/Home-Based Business. Home-based businesses shall comply with all applicable provisions of the home-Based Business Standards of *Section 8.11 – Home-Based Business*.j) Off-Street Motor Vehicle Parking and Loading Areas

- i) Private residential garages and carports for the storage of motor vehicles are permitted, provided that such structures are accessory to private, residential uses, are used for the storage of motor vehicles, and are clearly accessory and not for commercial purposes.
- ii) Storage or parking of recreational vehicles (including travel trailer, boat trailer and the like) in the open is permitted, subject to the standards in *Subsection 7.02(18)*.

k) Multi-Family Dwelling Accessory Uses and Structures. Where multi-family dwellings are permitted, customary incidental uses and accessory structures including but not limited to management offices, sales offices, storage facilities, day-care centers, self-service laundries, fitness centers, community centers, and recreation centers, shall also be permitted, subject to the following standards:

- i) Area. The maximum cumulative area occupied by accessory uses and structures, including any associated parking shall not exceed ten percent (10%) of the park and development site.
- ii) Subordinate Role. The accessory uses and structures shall be subordinate to the recreational character of the development.
- iii) Design Focus. The accessory uses and structures shall be located, designed and intended to serve only the needs of the development.
- iv) Visibility. The accessory uses and structures shall present no visible evidence of their business nature to areas outside the multi-family or manufactured home park facility.
- v) Parking. Parking for accessory uses and structures shall be consistent with the Parking Standards of *Section 7.02 – Off-Street Parking and Loading*.
- vi) Display. There shall be no exterior display of vending machines and the like outside of facilities associated with multifamily or manufactured home park development.

l) Swimming Pools

- i) Private Swimming Pools. No private swimming pool, exclusive of portable swimming pools with a diameter less than twelve (12) feet or with an area of less than one-hundred (100) square feet, shall be permitted in any commercial or residential district, except as an accessory use and unless it complies with the following conditions and requirements:

- (1) *International Swimming Pool and Spa Code 2012 (ISPSC 2012)*; and

- (2) Application for a Land Disturbance Permit.

- (3) Swimming pools shall not be allowed front yard areas, except on lots designated for a public or private pool as the primary use.

- ii) Public Pools. Community or club swimming pools, where permitted, shall comply with the following conditions and requirements:

- (1) The pool and accessory structures, thereto, including the areas used by the bathers, shall not be closer than fifty (50) feet to any property line; and

- (2) The swimming pool and all of the area used by the bathers shall be walled or fenced to prevent uncontrolled access by persons from the street or adjacent properties. The fence or wall must be constructed in accordance with the *International Swimming Pool and Spa Code 2012 (ISPSC 2012)*, and be of a substantial material with openings (space between pickets) not greater than four (4) inches. Said fence or wall shall not be less than six (6) feet in height and maintained in good condition.

- m) Waste/Recycling Containers. All dumpsters and other waste/recycling containers shall be screened consistent with *Section 7.05 – Landscaping Standards*.

- n) Outdoor Storage, Sales, and Display. Outdoor storage of merchandise in commercial and industrial districts is permitted only as regulated in *Section 8.13 – Outdoor Sales, Display, and Storage Standards*. Accessory structures in commercial and industrial districts should not alter the character of the district.

- o) Park & Recreation Facility Accessory Uses & Structures. Where park and recreation facilities are permitted, customary accessory uses & structures including but not limited to rest rooms, groceries, refreshment stands, restaurants, laundries, and sporting goods sales are also permitted, subject to the following standards:

- i) Area. The maximum cumulative area occupied by accessory uses and structures, including any parking intended for accessory structure use that is separate from park and recreation area primary parking, shall not exceed ten (10%) percent of the park and recreation site.

- ii) Subordinate Role. The accessory uses and structures shall be subordinate to the recreational character of the development.

- iii) Design Focus. The accessory uses and structures shall be located, designed and intended to serve only the needs of the park and recreation facility.

- iv) Visibility. The accessory uses and structures shall present no visible evidence of their business nature to areas outside the park or recreation park facility.

- v) Parking. Parking for accessory uses and structures shall be consistent with the standards of *Section 7.02 – Off-Street Parking and Loading*.

- p) Energy Conversion Equipment. Solar energy conversion systems.

- q) Communication Facilities. Satellite dishes or satellite or television antennas or amateur radio equipment in accordance with *Section 7.11 – Wireless Communication Facilities*.
- r) Building Features. Buildings and structures such as awnings, canopies, porte-cocheres, and similar provided that:
  - i) the bottom of the structure shall be no less than eight and one-half (8½) feet above the grade over a pedestrian way, or no less than twelve (12) feet above the grade over a driveway or interior access drive (e.g. drive through window); and
  - ii) the maximum projection of an awning and / or canopy shall:
    - (1) not extend more than eight (8) feet from or behind the facade of its supporting building, and
    - (2) not extend any closer to an imaginary perpendicular vertical plane located at the edge of pavement, curb or outside edge of a sidewalk than three (3) feet.
- s) Residential Accessory Structures. For residential accessory structures including, but not limited to, small greenhouses, mini-barns, and gazebos, less than two-hundred (200) square feet are exempt from obtaining a Land Disturbance Permit but are not exempt from the maximum lot coverage standard or the minimum setback requirements of the applicable zoning district.
- t) Garage or yard Sales. A garage or yard sale is defined as a public or private sale or auction conducted by the owner or occupier of a premises, and conducted with a residence, garage, other accessory buildings or outside thereof, of six (6) or more items of personal property owned or in the possession of the owner or occupier of the premises, which personal property was not acquired by the owner or occupier for the purpose of resale,
  - i) Conducted a maximum of three (3) times in any one (1) calendar year or on any premises located in any residential zone, not be conducted for more than three consecutive days, and
  - ii) All personal property exhibited for sale outside any structure during a garage or yard sale or auction shall be removed from the outside and placed within a structure immediately following the last day of the sale. All signs erected for a garage or yard sale or auction shall likewise be removed within twenty-four (24) hours following the last day of the sale.
- u) Agricultural Structures. All structures, whether principal or accessory, used exclusively for agricultural purposes shall be required to obtain electrical permits and shall be required to file a plot plan as described in *Subsection 11.12(3)* for the construction of new structures.
- v) Roadside Stands.
  - i) Location.
    - (1) Stands shall be allowed in the Single-Family Agricultural (AG) Zoning District. However, the stand operator may petition the Planning & Zoning Commission to allow such activity to occur on commercial properties zoned CBD, CMU, C1, and C2 provided the proposed location will not,
      - (a) result in increased traffic inappropriate to the area; or
      - (b) produce noise that disturbs the adjacent neighbors; or
      - (c) depreciate the value of neighboring properties.
  - ii) Commercial Activities.
    - (1) The area of where the products are displayed or sold shall not exceed eighty-hundred (800) square feet.

- (2) The stand shall not occupy a designated parking space or isle, nor reduce the number of parking spaces required by the primary use on the lot of which it is located.
  - (3) At least fifty (50%) percent of the produce sold must be produced on land that is owned or leased by the operator of the stand.
  - (4) Sales areas for accessory products shall be limited to twenty-five (25%) percent of the gross sales area.
  - (5) Accessory products include those products related to the care and culture of products produced on the farm, such as pottery, baskets, and garden accessories.
  - (6) Items sold shall be limited to farm produce, ornamental plants, flowers, hanging baskets, hand-crafted items, T-shirts displaying exclusively the name of the farm stand or other identifying information concerning the owner or operator of the farm stand, vegetable plants, herbs, honey, maple syrup, jams, jellies, bottled water, locally-produced juices and cider, locally-produced milk and other dairy products, relishes, pottery, locally-produced baked goods, locally-produced eggs, and similar items. Items which shall not be sold include, without limitation, tobacco products, alcoholic beverages, clothing, except as expressly allowed, bottled or canned beverages, except as expressly allowed, pet and animal feed, and repackaged relabeled goods.
- iii) Operations.
- (1) The stand shall be at least fifty (50) feet from an intersection and shall be at least twenty-five (25) feet from the edge of the legal right-of way line of any adjoining street.
  - (2) The stand shall be portable, shall be maintained in good condition, and shall be removed during seasons when products are not being offered for sale; except that, a stand may remain in place throughout the year if it would be located a minimum of one-hundred (100) feet from the existing street right-of-way line.
  - (3) Parking for vehicles shall be provided outside of the existing street right-of-way and in compliance with the provisions of *Section 7.02 – Off-Street Parking and Loading* of this Ordinance. Parking shall be provided for a minimum of five vehicles.
  - (4) Such activities shall be conducted only between the hours of 7:00 a.m. and sunset;
  - (5) Roadside stands shall be adequately served by public streets and highways. In no instance shall site access materially impede traffic flow on adjacent streets and highways, create a traffic hazard, or alter area traffic patterns.
- iv) Signage.
- (1) Signage related to the operation of a "roadside stand". Such signage shall relate to the sale of items produced on the premises. Such signage shall not be illuminated and shall be removed at the end of seasonal sales.
    - (a) Maximum number: One (1).
    - (b) Permitted placement: Building, ground or pole.
    - (c) Maximum area: Twenty (20) square feet.
    - (d) Minimum setback from street right-of- way: Ten (10) feet.
    - (e) Maximum pole or ground sign height: Six (6) feet from ground to top of sign.
- v) Exemptions. Roadside stands that operate less than fourteen (14) cumulative days per calendar year may be approved by the Community Development Director, subject to the regulations of *Subsection 8.02. (v)(iii-iv)* above.

- w) Nursing Homes
  - i) Minimum floor space for sleeping rooms shall be provided:
    - (1) Each room for one (1) person - 100 square feet;
    - (2) Each room for two (2) or more persons - 88 square feet per person;
  - ii) All residential activities shall be conducted above ground floor, with the exception of storage, maintenance, or non-residential operational activities.
  - iii) Any new building designed as a nursing care home and any existing building proposed for conversion for such use shall be a completely detached structure, no part of which is used for any other purpose. Except, that an existing attached building may be converted to such use provided the said building is unattached and accessible for fire-fighting purposes and evacuation at all levels on three (3) sides and provided said building is separated from the adjacent structure on the fourth side by an approved fire wall extending from ground to thirty (30) inches above the roof.
  - iv) Compact evergreen planting, a masonry wall, fence, and/or planting of shrubbery, trees or vines shall be provided as the Council may determine is reasonable and proper to afford adequate screening;
  - v) City Council may require written approval from the State Department of Health, the County Health Department, the Fire Department or any other applicable agency, prior to its decision;
    - (1) that before taking final action on an application for such use, the Council shall refer a detailed site plan and all pertinent data concerning the application to the Planning & Zoning Commission for written report and recommendations. The report shall be forwarded within twenty-one (21) days to the Council, and the Council shall take no action upon the application for a special exception until receipt and consideration of said report; and
    - (2) that in the opinion of the Council, the proposed use will not interfere unreasonably with the present character of future development of the neighboring residential community.
- 3) ACCESSORY USES THAT ARE NOT PERMITTED. The following accessory uses are not permitted in any zoning district within Vila Rica City Limits.
  - a) Outdoor storage or property that is unusable, discarded or in a state of disrepair such as, but not limited to: junk, lumber, building materials, parking of inoperative vehicles, junk, abandoned or unlicensed motor vehicles, motor vehicle parts or similar items, shall not be permitted in any District unless specifically permitted by the specific zoning district regulations. For permissible outdoor storage, refer to *Section 8.13 – Outdoor Sales, Display, and Storage Standards*.
  - b) All wild and exotic animals that are inherently dangerous to humans shall be prohibited. All other wild and exotic animals shall be restricted to those requiring state or federal permits and Special Exception approval by the City Council.
  - c) Motor vehicles used for storage.
  - d) Collection or donation bins, boxes, or structures where the owner/operator of the structure is located off site.

**Sec. 8.03 – TEMPORARY USE AND STRUCTURE STANDARDS**

- 1) INTENT. The purpose of these temporary use & structure standards is to establish minimum standards for the temporary use of property and the placement of temporary structures in order to:
  - a) accommodate the temporary needs or properties and land uses,
  - b) ensure that temporary uses do not become permanent without proper scrutiny, and
  - c) protect the public welfare from the unique hazards that can be created by temporary uses and structures.
- 2) GENERAL TEMPORARY USE AND STRUCTURE STANDARDS APPLICABLE TO ALL ZONING DISTRICTS
  - a) Temporary Structure Standards. All temporary structures shall conform to the following requirements:
    - i) Applicable Development Standards. Temporary structures must meet all development standards for a permanent accessory structure unless otherwise specified in this section.
    - ii) Temporary Structure Time Limits. Any temporary structure used for a permitted primary use may be permitted for up to two (2) years, unless otherwise specified by this ordinance.
    - iii) All temporary uses shall occur outside of the right-of-way.
  - b) Temporary Use and Structure Standards. Temporary uses and structures are permitted in any zoning district provided that the use is a permitted use in that zoning district. All temporary uses and structures shall conform to the following requirements:
    - i) Permit Requirements. All temporary uses and structures shall require a permit unless otherwise specified in this section. No temporary use or structure, or the related signs, lighting, parking, etc., shall be constructed or placed upon a site prior to all necessary permits being obtained.
    - ii) Time Limits. Temporary uses and/or structures that seek extensions of the initial time limits established in this section shall be subject to administrative approval.
      - (1) One (1) year extensions may be granted by the Director who may impose reasonable conditions as part of the approval.
    - iii) Removal. All temporary uses and/or structures must be removed and the site reverted to its original condition within the duration of the permit or any extension thereof.
  - c) Construction Trailers. Construction trailers are permitted as temporary structures during times of construction activity.
  - d) Construction Dumpsters. Dumpsters for construction-related debris shall be permitted as temporary structures during times of construction activity. Dumpsters shall not be located in any required setback, buffer yard, easement, or right-of-way.
  - e) Standards
    - i) Adequate access and off-street parking facilities shall be provided which shall not interfere with traffic movement on adjacent streets.
    - ii) No public address systems or other noise-producing devices shall be permitted in a residential district.

- iii) Any flood lights or other lighting shall be directed upon the premises and shall not be detrimental to adjacent properties.
  - iv) No banners, pennants, or unnecessary signs shall be permitted unless as otherwise specified. Refer to the *Villa Rica Sign Ordinance*.
  - v) The lot shall be put in clean condition devoid of temporary use remnants upon termination of the temporary period.
- 3) RESIDENTIAL TEMPORARY USE AND STRUCTURE STANDARDS APPLICABLE TO THE SINGLE-FAMILY RESIDENTIAL ZONING DISTRICTS. The following temporary uses and structures are permitted as described below; no permit shall be required unless otherwise specified.
- a) Garage/Yard Sales. Yard sales, garage sales, flea market sales and other similar permitted sales conducted in residential districts, shall be permitted no more than three (3) times in a calendar year and for no more than three (3) consecutive days. Garage/yard sales shall be distinguished from flea markets in that garage/yard sales are clearly incidental to residential uses, while flea markets are commercial businesses and primary uses. In no instance shall this provision be interpreted as permitting the operation of a flea market.
    - i) All items of personal property sold at a garage and/or yard sale shall be owned by the owner or occupier of the premises or by a participant at the sale. Personal property for sale must not be property that has been acquired by the owner expressly for the purpose of resale.
    - ii) All personal property exhibited for sale outside any structure during a garage and/or yard sale shall be removed from the outside and placed within a building immediately following the last day of such sale. All signs erected for such garage and/or yard sale shall likewise be immediately removed at the conclusion of the sale.
  - b) Children’s Roadside Stands. Children’s roadside stands shall be permitted, but shall not be located in any public right-of-way.
- 4) SPECIAL EVENT. Definition. A Special event is an activity, not incidental to the primary use, conducted outside over the course of an established 180-day period. An activity conducted for more than the established 180-day period in a 12-month span shall be considered permanent.
- a) An event with components only in the ‘By right Permission’ line of *Table 8.01* is permitted to hold the event.
  - b) An event with at least one (1) component in the ‘administrative review’ line of *Table 8.01* must follow the process outlined in *Section 11.17 – Special Event Review Process*.
  - c) An event with at least one (1) component in the ‘City Council review’ line of *Table 8.01* must follow the process outlined in *Section 11.17 – Special Event Review Process*.
  - d) The Community Development Director can require any proposal to submit to either review process as they deem it necessary.
  - e) Exempt Events. Events that occur at City owned facilities and/or take place on the City right-of-way (public events, marathons, and other similar activities) shall be exempt from this ordinance and shall obtain permission from the City Council.
  - f) Appeals of a City Council decision can be appealed to Douglas/Carroll Superior Court.



Table 8.1: Special Event Process and Components						
		Components				
		Zoning District	Hours of Operation	Number of Vendors	Consecutive Days	Total Days in 180-Day Period
Process	By Right Permission	Permitted	Sun-Thurs 7A-8P Fri & Sat 7A-10P	<6	1 or 2	<10
	Administrative Review	Permitted	Sun-Thurs 7A-9P Fri & Sat 7A-11P	6-24	More than 2	10-120
	City Council Review	Special Exception or Not Permitted	Hours Beyond Administrative Review	24<	-	121-180

#### Sec. 8.04 – SEXUALLY-ORIENTED BUSINESSES

- 1) Purpose. It is the purpose of this Ordinance to regulate sexually oriented businesses to promote the health, safety, morals, and general welfare of the citizens of the City, and to establish reasonable and uniform regulations to prevent the continued deleterious location and concentration of sexually-oriented businesses within the city. The provisions of this Ordinance have neither the purpose nor effect of imposing a limitation or restriction on the content of any communicative materials, including sexually oriented materials. Similarly, it is not the intent nor effect of this Ordinance to restrict or deny access by adults to sexually oriented materials protected by the First Amendment, or to deny access by the distributors and exhibitors of sexually-oriented entertainment to their intended market. Neither is it the intent nor effect of this Ordinance to condone or legitimize the distribution of obscene material.
- 2) GENERAL PROVISIONS
  - a) All sexually-oriented businesses shall be permitted only as a Special Exception and shall require a Sexually-Oriented Business Permit to be obtained prior to establishment, location, or operation, and renewed annually.
  - b) Refer to *Section 11.15 – Sexually Oriented Business Permit* for permit procedures.
- 3) LOCATION OF SEXUALLY-ORIENTED BUSINESSES
  - a) A sexually oriented business shall not be located, established, operated within, or enlarged so as to be within, one-thousand (1,000) feet of:
    - i) A church;
    - ii) A public or private elementary or secondary school;
    - iii) A boundary of any residential district;
    - iv) A public park adjacent to any residential district;
    - v) A public library;

- vi) A public or private recreation facility, not limited to the Boys & Girls Club, YMCA, or other facility that frequently attracts children;
  - vii) The property line of a lot devoted to residential use; or
  - viii) Any other sexually-oriented business.
- b) For the purpose of this Ordinance, measurement shall be made in a straight line, without regard to intervening structures or objects, from the nearest portion of the building or structure used as a part of the premises where a sexually-oriented business is conducted, to the nearest property line of the premises of any non-sexually-oriented business use listed in *Subsection 8.04(3)(a)* above. The distance between any two (2) sexually oriented businesses shall be measured in a straight line, without regard to intervening structures or objects, from the closest exterior wall of the structure in which each business is located.
- c) The establishment of more than one sexually-oriented business in the same building, structure, or portion thereof, or the increase of floor areas of any sexually –oriented business in any building, structure, or portion thereof containing another sexually oriented business, shall not be permitted.

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#### Sec. 8.05 – AMUSEMENT PARKS

No amusement park facilities shall be located within one-thousand (1,000) feet of a residential district.

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#### Section 8.06 – BED AND BREAKFAST ESTABLISHMENTS

In all districts in which bed and breakfast homes are permitted, the following standards shall apply:

- 1) The dwelling unit in which the Bed and Breakfast is operated shall be the principal residence of the operator(s) and said operator(s) shall live in the structure when the Bed and Breakfast is in operation.
- 2) The same rental occupants shall not reside at the Bed and Breakfast for more than seven (7) consecutive days.
- 3) The exterior appearance of the Bed and Breakfast is not altered from its residential character except for safety purposes.
- 4) Identification signage shall be no greater than six (6) square feet and shall not be internally lighted.
- 5) Cooking facilities are not permitted in individual guest rooms.
- 6) Parking provisions shall be in conformance with *Sec. 7.02 – Off Street Parking and Loading* of this Code.
- 7) In non-residential zoning districts, common dining areas for bed and breakfast inns may be leased for social events for a meeting/reception area only if off-street parking is provided for meeting and reception facilities in accordance with *Sec. 7.02 – Off Street Parking and Loading*.
- 8) In residential zoning districts, common dining areas shall not be leased for social events, except on an AG parcel of five (5) or more acres.
- 9) Bed and Breakfasts establishments shall:
  - a) Only serve food to overnight guests unless the establishment holds a valid Conditional Use Permit allowing restaurant operations;
  - b) Advertise as a bed and breakfast home, but not as a hotel, motel or restaurant;
  - c) Have a smoke detector in working order in each sleeping room;
  - d) Maintain a fire extinguisher in working order on each floor; and

- e) Have the water tested annually by the local board of health if water is not received from a public water supply.

#### Sec. 8.07 – CEMETERIES

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- 1) Location
  - a) No cemetery, whether public, private, or in conjunction with a religious institution, shall be located within a floodplain area as delineated by FEMA FIRM maps for the City of Villa Rica.
- 2) Minimum Size
  - a) Minimum lot size for a cemetery shall be five acres.

#### Sec. 8.08 – CHILD CARE

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- 1) General
  - a) Family Day Care Homes and Day Care Centers shall comply with all applicable state laws and with the following requirements:
    - i) Applicant shall provide sufficient evidence that the proposed use will comply with all State and City regulations.
    - ii) The Family Day Care Home or Center shall be licensed by the state and the City.
    - iii) Play space shall be provided:
      - (1) Minimum outdoor play space: one-hundred (100) square feet per child excluding children in cribs. The area shall be fenced to a minimum of four (4) feet in height and shall not be permitted in the required front yard.
      - (2) Minimum indoor space: thirty-five (35) square feet per child. Calculation of the indoor space shall not include the kitchen, hallways and bathrooms, closets, utility rooms and offices.
    - iv) Home Day Care shall not be permitted where the operation of the business would have an adverse impact on adjacent properties, due to an increase in traffic, noise, trash or debris, or other nuisance originating from the business.
    - v) Home Day Care in residential zoning districts shall be required to have a Special Exception approved by the Villa Rica City Council.
- 2) Family Day Care Home
  - a) Family Day Care Homes, as defined in *Chapter XIII*, may be located in the AG, R1, R2, and PUD zoning districts subject to a Conditional Use Permit pursuant to *Section 11.09 – Special Exception Procedure*. Family Day Care Homes shall comply with the following requirements:
    - i) No identification from a public street by signage, graphics, display, or other visual means is allowed.
    - ii) The Chief Building Inspector may require that the number of children to be cared for on-site be less than that allowed by state or federal regulations if, in his opinion, the building cannot meet or exceed adopted life safety and fire code standards to adequately protect the number of children in care.
    - iii) The operator of a Family Day Care Home shall be a full-time resident of the home.

3) Group Day Care Homes and Facilities

- a) Group Homes, as defined in *Chapter XIII: Definitions*, shall comply with the following requirements:
  - i) An off-street passenger-loading zone shall be provided for the safe delivery and pick-up of passengers with a holding capacity of at least four (4) vehicles for any day care center or facility.
  - ii) A six (6) foot high opaque fence along all property lines abutting any residential use shall be provided.

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**Sec. 8.09 – DRIVE-THROUGH ESTABLISHMENTS**

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1) Purpose

- a) The purpose of these regulations is to provide standards for drive-in establishments to promote compatibility of this use with adjacent land uses and to ensure safe circulation of traffic on and off site. Drive-in establishments/uses include restaurants, banks and other financial facilities, automatic teller machines, cleaners, pharmacies and similar uses.

2) Applicability

- a) All drive-in establishments/uses shall conform with the requirements of this Section.

3) Site Plan Requirements

- a) Drive-in establishments/uses shall be shown on site development plans where they are proposed as an accessory use to a principal use. Applicants for drive-in establishments/uses proposed as a principal use shall submit complete site development plans.

4) Location

- a) Drive-in establishments/uses as accessory uses shall not be located within the front yard of the principal building.

5) Stacking Space Schedule

- a) The minimum number of stacking spaces required shall be as shown in *Table 8.2: Stacking Space Schedule* below. The number of stacking spaces required may be reduced or expanded in conformance with *ITE Transportation and Land Development (Stover and Koepke, 1988)* which is incorporated with reference hereto, upon recommendation of the Community Development Director.

1) Stacking Space Layout and Design

- a) Stacking space design shall conform with the following minimum requirements:
  - i) Minimum Size: Eight (8) feet by twenty (20) feet per space.
  - ii) Minimum Setback from property line: Twenty (20) feet.
  - iii) Minimum Setback from street line: Forty (40) feet.
  - iv) Minimum drive-through lane turning radius: Forty-five (45) feet.

2) Entrances

- a) Additional entrances shall not be permitted for drive-in structures unless recommended by the Community Development Director.

- 3) Order Box Noise Mitigation
  - a) The order box loudspeaker shall be positioned so that it is directed toward the vehicle and away from any abutting residential zoning district unless mitigated by a solid sound wall.
  - b) Buffering. The drive-in establishments/uses, including the stacking lanes, shall be buffered from abutting land uses with a buffer in conformance with *Section 7.08 – Tree Conservation, Buffers, and Landscape Compliance*.
- 4) Hours of Operation
  - a) Drive-in establishments/uses employing loudspeakers shall not be operated between 10 p.m. and 6 a.m. if abutting a residential district.

Table 8.2: Stacking Space Schedule		
Use Type	Maximum Spaces	Measured From
Drive-Through Automatic Teller Machine (ATM)	4/Lane	ATM
Bank Teller Window	4/Window	Teller Window
Car Wash, Automatic	6/Stall	Entrance
Car Wash, Self Service	2/Stall	Entrance
Gasoline Pump Island	2/Pump Island	Pump Island
Laundry/Dry Cleaners	4/Drive Service Window	Service Window
Pharmacy	3/Drive Service Window	Service Window
Restaurant, Drive Through	8/Drive Service Window	Service Window
Other Uses	Determined by Community Development Director based on ITE Transportation and Land Development stacking standards.	

#### Sec. 8.10 – HOME-BASED BUSINESS

- 1) Purpose. The purpose of this section is to provide standards for the operation of home-based businesses in order to protect the residential character of the neighborhood, preserve property values, and prevent the hazards to persons and property that result from residential-commercial land use conflicts, plus clearly establishing the secondary or incidental status of the home-based business in relation to the primary use for dwelling purposes.
- 2) Classifications. Home-based businesses shall be either permitted uses or special exception uses consistent with *Table 4.3: Permitted and Special Exception Land Uses* and shall abide by the provisions of this section. Home-based businesses are classified as either Home Occupation or Home Business, and their requirements are described as follows:
  - a) General Requirements.
    - i) Business Equipment. There shall be no equipment or process used in the home occupation or business which creates noise, vibration, glare, smoke, fumes, odors, electrical interference which is detectable at the property lines of the parcel on which the dwelling is located, or any other obvious objectionable activity.

- ii) Operator. At least one (1) person residing within the dwelling must be the primary operator of the home occupation or business.
  - iii) Outdoor Storage/Display. The home occupation or business must not involve any exterior storage of any kind, or the display of products, equipment or materials.
  - iv) Structural Alterations. The home occupation or business must not require any structural or aesthetic alterations to any structures that change its residential character.
    - (1) The dwelling shall not be altered in its appearance, and the home occupation or business shall not be conducted in such a manner as to differentiate the dwelling from the residential character of the area by use of colors, materials, construction, or lighting.
    - (2) The home occupation or business must not require increasing or enhancing the size, capacity, or flow of the water, gas, septic, sewer, or electrical system beyond what is standard for a residence.
    - (3) There shall be no alterations to the interior of the dwelling to accommodate a home occupation or business which would render the structure undesirable for residential use.
  - v) Entrances. The home occupation shall not require any additional entrances to the structure.
  - vi) Deliveries. The home occupation or business must not require the use of commercial vehicles for pickup and deliveries other than from the U.S. Postal Service, UPS, and other express couriers.
  - vii) Restrictions. Where applicable, a home based business may be restricted or prohibited by a Home Owners Association, Restricted Covenants, or other deed restrictions which may impact the business. If prohibited by neighborhood development controls, the City may not authorize a home business use where it is not otherwise allowed.
- b) Home Occupation. Home occupations are those which meet the following standards; representing requirements which permit minimal business practices within residential zoning districts while maintaining residential character. Home occupations shall be permitted without City approval.
- i) Business Type. The home occupation shall not involve retail sales or manufacturing, and shall be limited to small home-office operations.
  - ii) Business Equipment. The equipment used for the home occupation shall be limited to computers, fax business office equipment.
    - (1) There shall be no electrical or mechanical equipment utilized in the home occupation which will create any visual or audible interference with radio or television reception.
  - iii) Employees. The home occupation must not involve the on-site employment of any person other than those residing at the location of the home occupation.
  - iv) Business Area. The home occupation must utilize no more than twenty-five (25%) percent (of the total floor area of the dwelling. The home occupation shall not be conducted in any accessory structure.
  - v) Customers/Parking. The home occupation must not involve clients, associates, or persons shopping, meeting, or otherwise doing business at the location of the home occupation, and therefore not require the addition of any off-street parking spaces.
  - vi) Signs. No signs of any type, including signs located on vehicles, shall be permitted advertising the home occupation.

- c) Home Business. Home businesses are those which meet the following standards; representing requirements which permit reasonable business practices in certain residential zoning districts while maintaining residential character. Home businesses shall be special exception uses as regulated in *Section 11.09 – Special Exception Procedure*, and shall therefore require a Special Exception Permit.
  - i) Employees. The home business must not involve the on-site employment of more than one (1) person who does not reside at the location of the home business.
  - ii) Business Area. The home business shall be limited to the lesser of fifteen-hundred (1,500) square feet or twenty-five (25%) percent of the livable area for operation of the business, including storage, in the dwelling and/or any accessory structures.
  - iii) Customer/Parking. The home business must not require that more than two (2) additional parking spaces be added to the parcel on which the residence is located. All parking spaces shall be consistent with *Section 7.02 – Off-Street Parking and Loading*.
  - iv) Signs. One (1) sign for the home business shall be permitted in accordance with the *Villa Rica Sign Ordinance*. The sign shall not exceed six (6) square feet and shall not be illuminated, animated, or flashing. No off-site signs shall be permitted.
  - v) Commercial Vehicles. One (1) vehicle which does not exceed sixteen-thousand (16,000) pounds Gross Vehicle Weight is permitted.
  - vi) Business activities shall be conducted above ground floor, with the exception of incidental storage or production associated with the Home Business.
- 3) Prohibited Home-Based Businesses. The following uses, by the nature of the investment or operation, have a pronounced tendency, once started, to increase beyond the limits specified above for Home Businesses and impair the use, value, and quiet enjoyment of adjacent residential properties. Therefore, the following uses or similar uses shall not be permitted as Home Businesses:
  - a) Auto/Vehicle Sales, Service and Repair
  - b) Barber/Beauty Shop greater than a one (1) chair operation
  - c) Commercial Kennel
  - d) Freight, Trucking
  - e) Heavy Manufacturing
  - f) Landscaping/Nursery, Plant Materials
  - g) Restaurants, Eating or Drinking Establishments
  - h) Salvage Yards
  - i) Veterinary Clinic/Animal Hospital
  - j) Well Drilling/Contractor Storage Yard
  - k) Medical, Dental, Law, Insurance, or Real Estate Offices
  - l) Houses of Worship
  - m) Boarding House
  - n) Trailer Rentals
  - o) Welding Shops (not including private art studios)
  - p) Private Clubs
- 4) Special Exception Application Procedure. The special exception application procedure shall comply with *Section 11.09 – Special Exception Procedure*.



- 5) Interpretation. The Director of the Community Development Department, or other designated person(s), may determine to what extent any proposed or existing home occupation or home business is consistent with the requirements of this section. The decision made by the Community Development Director may be appealed to the City Council in accordance with *Chapter II: Administration*.

Table 8.3: Home Based Business Standards				
	Zoning District			
	AG (lots larger than 2 acres)	AG (lots smaller than 2 acres), R1, R2, CMU	SFA, MF1, MF2	PUD ¹
<b>Performance Standards</b>				
<b>Location of Operation</b>				
located in accessory structure	Yes	No	No	No
located in residence	Yes	Yes	Yes	Yes
<b>Customers</b>				
client visits allowed	Yes	Yes	No	Yes
1 client vehicle at a time	Yes	Yes	No	Yes
2 client vehicles at a time	Yes	No	No	No
up to five client visits per day	Yes	Yes	No	Yes
up to ten client visits per day	Yes	No	No	No
<b>Shipping Deliveries (excluding US Mail)</b>				
up to 2 per day	Yes	Yes	Yes	Yes
<b>Vehicular Size Limits</b>				
equipment or delivery vehicles limited to a maximum of 2.5 tons	No	Yes	Yes	Yes
<b>Maximum Area for Home Occupation</b>				
25% of residential floor area	Yes	Yes	Yes	Yes
up to 1,500sf of an accessory structure	Yes	No	No	No
<b>Animals</b>				
small animal grooming/training, no boarding	Yes	No	No	No
small animal boarding	No	No	No	No
<b>Non-Resident Employee Limits</b>				
all employees must be residents	No	Yes	Yes	Yes
up to 2 non-resident employees allowed	Yes	No	No	No
¹ Standards of Table 8.3 apply to Planned Development unless otherwise provided in the PUD approval.				

**Sec. 8.11 – NURSERIES AND GREENHOUSES**

No commercial nursery or greenhouse structure shall be located closer than one-hundred (100) feet to any adjoining property used or zoned for residential purposes.

**Sec. 8.12 – OUTDOOR SALES, DISPLAY, AND STORAGE STANDARDS**

- 1) GENERAL PROVISIONS. The following shall apply to all districts whether the use is permitted, Special Exception, accessory, or temporary:
  - a) Approved and documented permanent outdoor sales, display, and storage areas shall be permitted accessory uses, tied to the primary use.
  - b) Outdoor sales, display, and storage shall not be located in any setbacks, easements, right-of-way, or off-street parking or loading areas.
    - i) Motor vehicle sales and display may be permitted in off-street parking areas.
  - c) Lighting shall comply with *Section 7.12 – Outdoor Lighting*.

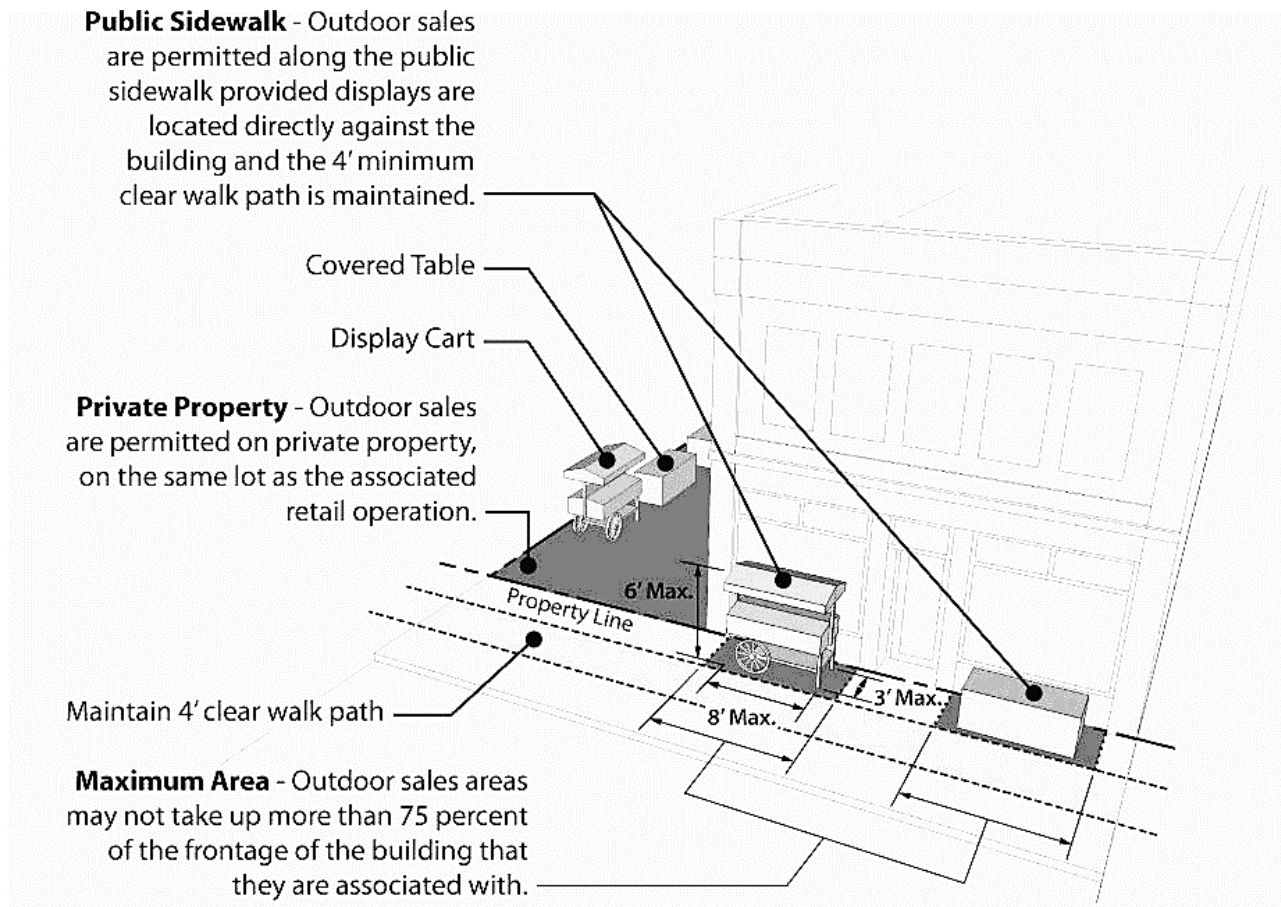
Outdoor sales, display, and storage shall be located behind the front or exterior wall of the main building facing any street and shall comply with all lot requirements of this ordinance and with intersection visibility standards as set forth in *Section 7.04 – Sight Visibility*.

<b>Table 8.4: Open Storage by District and Location</b>	
<b>Base District</b>	<b>Permissibility of Open Storage</b>
<b>Central Business District (CBD), Commercial Mixed Use (CMU), and Light Commercial (C1)</b>	All storage must be within an enclosed building except as specified for accessory outdoor display (limited to garden centers, plant nurseries, and lumber supply areas for home centers). Accessory outdoor display is subject to screening standards and to review and approval of a Special Use Permit.
<b>Office, Medical Institutional (OMI), All Residential (R1, R2, RSF, MF1,</b>	All storage, except as specified in this section, must be within an enclosed building, carport, or loading
<b>Commercial, Medium Density (C2) and Light Industrial (I1)</b>	Not permitted in front or street-facing side yards. Permitted in interior side and rear yards, or outside of required yards, subject to the standards of this Section.
<b>Industrial, Medium Density (I2)</b>	Permitted anywhere on a lot, subject to the standards of this Section.

- 2) SALES AND DISPLAY AREAS. Outdoor sales and display areas in compliance with the following requirements may be permitted in association with retail commercial uses.
  - a) All outdoor sales and display areas, regardless of size, shall be hard-surfaced, dust-free pavement. The pavement type and thickness shall be reviewed at TAC prior to obtaining Planning & Zoning Commission approval, taking into consideration soil conditions and traffic loading. Previous pavements and pavers including durable materials, suitable for parking such as cobblestones, brick, concrete formed blocks or cut stone, the system of which is specifically installed and designed for vehicular loads shall also be considered. Sales and display areas shall be of concrete,

- asphaltic pavement, or other permanent paving material and shall be maintained in good condition.
- b) The max area for outdoor sales and display shall not exceed ten (10%) percent of the primary structure or primary tenant space.
  - c) Every approved permanent outdoor sales and display area shall be in close proximity to the facade of the primary structure.
  - d) Screening shall be provided for outdoor sales and display area that are greater than five-hundred (500) square feet in size to reduce visibility of the outdoor sales and displays from the parking lot and primary roadways by installing a minimum twenty-four (24) inch opaque wall constructed from the same building material as the primary structure, and integrated into the design of the primary structure. The wall may be topped with a transparent fence.
  - e) Outdoor sale and display of merchandise within an area of five-hundred (500) square feet or less shall not block handicapped parking areas, parking lot access aisles, and shall maintain a forty-eight (48) inch clearance on all sidewalks.
  - f) A Type 1 landscaped buffer yard as described in *Table 7.8: Applicable Buffer Yard Types* and *Table 7.9: Buffer Yard Types Description* may also be used. Plant material may be clustered for better view of displays.

Figure 8.1: Outdoor Sales Areas



- 3) OUTDOOR STORAGE. Outdoor storage, in compliance with the requirements of this section is a permitted use and shall be considered primary or accessory to the principal use.
- a) General Standards that are applicable to all outdoor storage.
    - i) Screening. Outdoor storage of the types described below shall be screened with an opaque fence, split face block wall, continuous evergreen screen, or a combination of the three. The screen must measure a minimum of seven (7) feet in height. The fences or walls shall be compatible with or constructed from the same building material as the primary structure, and integrated into the design of the primary structure.
    - ii) Primary. Outdoor storage shall be permitted as a primary part of a permitted use in the I1 and I2 zoning districts.
    - iii) Accessory. Outdoor storage is accessory to a permitted principal use in all nonresidential districts when it does not exceed the greater of twenty-five (25%) of the building footprint or six-hundred (600) square feet.
  - b) Bulk Storage.
    - i) In any district in which bulk storage is permitted, structures, buildings, or aboveground tanks used for bulk storage of flammable or explosive liquids, gases, or other materials, shall be located no closer than fifty (50) feet to the property line.
    - ii) Additional information regarding evidence of safety measures may be required in order to determine the public safety therein.
- 4) VEHICLE DISPLAY AND SALES. Motor vehicle dealerships shall be exempt from *Subsection 8.13(2-3)*. the following regulations shall apply:
- a) Perimeter Landscaping
    - i) Any combination of materials selected from the landscape Materials Categories listed in *Table 7.10: Unit Value of Landscaping Material* which equals or exceeds a unit value of two-point-five (2.5) for each one-hundred (100) linear feet, along any exterior roadway, provided that at least fifty (50%) percent of the unit value shall be derived from Deciduous Shade trees (overstory) or Deciduous ornamental trees (understory).
    - ii) Any combination of materials selected from the landscape Materials Categories listed in *Table 7.10: Unit Value of Landscaping Material* which equals or exceeds a unit value of 6 for each one-hundred (100) linear feet, along any property that is zoned or used as residential, provided that at least fifty (50%) percent of the unit value shall be derived from evergreen trees and Shrubs or earthen Mounds.
  - b) Preparation, Repair, and Maintenance. The outdoor display, storage and parking of vehicles for sale shall be allowed, provided that all preparation, repair and maintenance of the vehicles shall be enclosed.
    - i) Special Lot Standards:
      - (1) Minimum Front Setback: twenty-five (25) feet
      - (2) Minimum Side Setback: ten (10) feet
      - (3) Minimum Rear Setback: fifteen (15) feet

- c) All outdoor sales and display areas, regardless of size, shall be hard-surfaced. Pavement type and thickness shall be approved by the City Engineer prior to Planning & Zoning Commission approval, taking into consideration soil conditions and traffic loading. Pavers may also be used if approved by the Planning & Zoning Commission. Pavers shall include durable materials, suitable for parking such as cobblestones, brick, concrete formed blocks or cut stone, the system of which is specifically installed and designed for vehicular loads. Sales and display areas shall be of concrete, asphaltic pavement, or other permanent paving material and shall be maintained in good condition.
  - d) No outdoor storage shall occur within any setback, easement, or right-of-way.
- 5) MODIFICATION. The Planning & Zoning Commission shall have the authority to modify any of the requirements of this section in accordance with *Subsection 2.02(9)(a) ix*.

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**Sec. 8.13 – PERSONAL CARE HOMES**

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- 1) Personal Care Home Classifications:
- a) Personal Care Home, Family - The Adult Family Care Home is a residential home designed to provide personal care services to individuals requiring assistance. The provider must live in the home and offers personal services for up to six (6) residents.
  - b) Personal Care Home, Group - A group home is a private residence model of medical care for those with complex health needs. Traditionally, the model has been used for children or young people who cannot live with their families, people with chronic disabilities who may be adults or seniors, or people with dementia and related aged illnesses. Group homes can accommodate between seven (7) through sixteen (16) persons.
  - c) Personal Care Home, Congregate - Congregate care is a placement setting that consists of 24-hour supervision for children in highly structured settings such as group homes, childcare institutions, residential treatment facilities, or maternity homes. For adults, a congregate living facility may include individual apartments, communal meals, housekeeping services and some assistance with activities of daily living (ADLs). The level of assistance is usually between independent living and assisted living. Congregate care facilities typically serve seventeen (17+) or greater numbers of residents.
- 2) Community residences, except those for senior citizens, shall be separated by a minimum of eight-hundred (800) feet.
- 3) All residential activities shall be conducted above ground floor, with exception of storage, maintenance, or non-residential operations.
- 4) Personal Care Homes shall comply with the *Rules and Regulations for Personal Care Homes, O.C.G.A 111-8-62*.
- 5) The location of Personal Care Homes is further outlines in *Table 4.3: Permitted and Conditional Land Uses*.

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**Sec. 8.14 – PLACES OF WORSHIP**

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- 1) Location
  - a) Places of Worship shall be permitted only on a lot which has frontage on or direct access to an arterial street as identified by functional classification of roadways in *Subsection 4.04(2)f(ii)*.
- 2) Parking
  - a) Off-street parking shall be provided as specified in the *Section 7.02 – Off-Street Parking and Loading* of this Code.
- 3) Setbacks
  - a) All buildings shall be setback thirty feet from the side and rear property lines.
- 4) Buffers
  - a) When a church adjoins a residential use, a buffer shall be provided within a thirty (30) foot setback area. (See *Section 7.08 – Tree Conservations, Buffers, and Landscape Compliance*)
- 5) Accessory Uses
  - a) A Special Exception shall be required prior to establishing school, over-night shelter, indigent food service or full-time child care facilities, subject to the requirements of *Section 11.09 – Special Exception Procedure*.

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**Sec. 8.15 – SALVAGE OR JUNK YARDS**

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- 1) Applicability.
  - a) An applicant proposing to establish a salvage or junk yard, as defined in *Chapter XIII: Definitions*, shall be required to obtain a Special Exception, in conformance with *Section 11.09 – Special Exception Procedure* of this Code. A salvage yard may be permitted with a Special Exception in the I2 zoning district.
- 2) Guarantee Required.
  - a) The applicant shall post and maintain a guarantee with the City Clerk. This guarantee, approved in form by the City attorney, will assure the City that the applicant shall complete the plan for restoration for reuse, within one (1) year of discontinuance of the salvage yard. The amount of the guarantee shall be not less than the estimated cost of the restoration, and the amount of the estimate shall be approved by the Community Development Director. If the restoration is not completed within the specified time, the City may use the bond or any portion thereof to complete the restoration. Failure to maintain a guarantee shall be grounds for revocation of the Special Exception authorizing the use.
- 3) Performance Standards.
  - a) Minimum Lot Size
    - i) The minimum lot area for a junkyard or salvage operation shall be ten (10) acres.
  - b) Setbacks
    - i) No salvage materials shall be stored within twenty-five (25) feet of any property line.
  - c) Compatibility
    - i) The proposed buildings or use shall be constructed, arranged and operated so as to be compatible with the character of the zoning district and immediate vicinity, and shall not interfere with the development and use of adjacent property. The proposed development shall not present an unsightly, obnoxious or offensive appearance to abutting or nearby properties.



- d) Fencing and Buffering.
  - i) An eight (8) foot tall, opaque fence shall be employed to enclose the storage areas to prevent unauthorized entry and to ensure public safety. The required fence shall be constructed of wood, masonry or other material approved through the conditional use permit process. A buffer shall be provided around the perimeter of the property, outside the required fence.
- e) Vehicular Circulation.
  - i) Driveways within the site shall be dust free. Driveway access to the public right-of-way shall be permanently paved and shall be a minimum of twenty-five (25) feet in width.
- f) Storage Yard Maintenance.
  - i) The lot area surface used for storage shall be gravel, at a minimum.
  - ii) Unusable items that cannot be reused shall be disposed of on a regular basis and shall not be allowed to collect on the premises.
  - iii) All tires not mounted on a vehicle shall be neatly stacked or placed in racks. If stacked, the stacks shall not be stacked over six feet in height.
  - iv) No garbage or other foul smelling waste likely to attract vermin shall be kept on the premises. Gasoline, oil or other hazardous materials that are removed from scrapped vehicles or parts of vehicles kept on the premises shall be disposed of in accordance with applicable federal, state and local regulations.
- g) Nuisance Control.
  - i) Weeds shall be cut or removed before they reach six (6) inches in height. All uses shall comply with the performance standards established for the Industrial, Medium-Density (I2) zoning district. No such use shall be established within five-hundred (500) feet of a residential zoning district.
- h) Abandonment.
  - i) The applicant shall provide a written statement that the area will be cleaned up to the satisfaction of the Community Development Director should the salvage yard be abandoned, moved in whole or in part. A salvage yard which remains idle or unused for a continuous period of one year, whether or not fixtures or equipment are removed, shall constitute abandonment. The casual, intermittent, temporary or illegal operation of a salvage yard shall not be sufficient evidence to establish continuous use. If the owner fails to clean up and restore the salvage yard within one year of cessation of operation or abandonment, the Building Official shall have the premises cleaned up and shall use the bond to pay for the costs of cleanup incurred by the City.

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**Sec. 8.16 – STORAGE/MINI WAREHOUSE FACILITIES**

Storage/mini warehouse facilities shall comply with the following requirements:

- 1) Fencing and Screening
  - a) An eight (8) foot tall, opaque masonry fence or wall, located along the front setback line and the side and rear property lines, shall be provided around the perimeter of any storage facility. An opaque fence or wall shall be provided along the setback line abutting a residential district, in addition to a buffer. The fencing shall meet the following requirements:
    - i) Minimum height of the fence or wall shall be six (6) feet.



- ii) Signs or other advertising mediums shall not be placed upon, attached to, or painted on exterior fences or walls.
- 2) Commercial Activity Prohibited
  - a) The sale of goods or merchandise from or at a storage unit is prohibited.
  - b) Repair of Boats, Vehicles, Motors, or Furniture Prohibited
  - c) The repair, construction, or reconstruction of any boat, engine, motor vehicle, or furniture, and the storage of any propane or gasoline engine or propane or gasoline storage tank is prohibited within any storage unit because of the danger from fire or explosion caused by the accumulation of vapors from gasoline, diesel fuel, paint, paint remover, and other flammable materials.
- 3) Accessibility
  - a) Vehicular ingress-egress shall provide for safe access by customers and emergency vehicles. Access aisles within the site shall be a minimum of twenty (20) feet wide.
- 4) Building Height
  - a) Building height shall not exceed eighteen (18) feet, except that fully enclosed, climate controlled facilities with units that are accessed from inside the building may be thirty-five (35) feet in height.
- 5) Fire Protection
  - a) Fire hydrants shall be provided to meet the requirements of the fire prevention code adopted by the County.

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**Sec. 8.17 – SWAP MEETS AND FLEA MARKETS**

- 1) Access
  - a) Swap meets and flea markets shall be accessible from a collector or arterial street, as identified in *Subsection 4.04(2)f(ii)*.
- 2) Buffer Required
  - a) Swap meets and flea markets that are conducted outside shall have a buffer along all property lines abutting residential districts.
- 3) Conduct of Use
  - a) The event shall be conducted entirely on private property, with the approval of the property owner. Any temporary structure used shall be removed upon the cessation of the event.

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**Sec. 8.18 – TIRE SALES AND SERVICE**

- 1) All tire sales and service centers shall have an accessory building of sufficient size to provide for storage of used tires. Tires shall not be piled in or around main building or create an unsightly appearance in the area.
- 2) Operations involving shredding, cutting or otherwise processing of used or discarded tires, or operations involving the storage, distribution, or sale of used tires or discarded tires if more than two-hundred (200) such tires are located on site, even if such operation is ancillary to the main use of the site. Notwithstanding any other regulations within this article, these uses may only be permitted in I1 and I2 zoning districts.

**Sec. 8.19 – VETERINARY CLINIC/ANIMAL CARE FACILITY**

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- 1) Any structure or area occupied by animals on the premise of the veterinary clinic shall be located at least three-hundred (300) feet from any lot in any residential district except that air-conditioned, soundproofed buildings may be located one-hundred (100) feet from such residential lot or lots.
- 2) For non-sound proofed animal confinements, an external solid fence not less than six (6) feet in height shall be located within fifty (50) feet of the animal confinement and shall be composed of concrete block, brick or other material approved by the Community Development Director. In all cases, animals shall be confined in an enclosed building from 10:00 p.m. to 6:00 a.m.

**Sec. 8.20 – MANUFACTURED HOMES**

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- 1) Design Standards
  - a) Each manufactured home being constructed, installed, located, or relocated within the city shall comply with the following design standards:
    - i) Roof
      - (1) The pitch of the roof shall have a minimum vertical rise of three feet for each twelve feet (3:12) of horizontal run within tolerances and the roof shall be finished with composition, fiberglass, slate, concrete, asphalt, or wood shingles, or non-reflective, crimped metal sheets.
    - ii) Exterior Siding
      - (1) The exterior siding shall consist of wood, hardboard, vinyl, brick, masonry, or aluminum (vinyl covered or painted, but in no case exceeding the reflectivity of gloss white paint) and be comparable in composition, appearance, and durability to the exterior siding commonly used in conventional homes.
    - iii) Transport Apparatus
      - (1) The tongue, axles, transporting lights, and towing apparatus from each manufactured home shall be removed after placement or relocation on a lot or parcel and before occupancy.
    - iv) Landing Area
      - (1) Landings and steps leading away from all exterior doors shall be designed and constructed in accordance with state law, said state law provisions being incorporated by reference as part of this requirement.
    - v) Foundation
      - (1) A masonry foundation or curtain wall, unpierced except for required ventilation and access, and constructed of masonry or acceptable alternative materials shall be constructed and installed in all residential zoning districts. The foundation or curtain wall shall enclose the area located under the manufactured home to the ground level, and shall have a minimum thickness of four (4) inches.
  - a) Each conventional and manufactured home being moved, constructed installed, located, or relocated within the city after the effective date of this Code shall not be allowed to locate for permanent or temporary occupancy if such manufactured home is more than seven (7) years old.

The age of the manufactured home shall be measured from the day the application for building permit is submitted to the department for approval.

3) Dwelling Size

- a) Each conventional and manufactured home being installed, located, or relocated within the city shall contain no less than one-thousand two-hundred thirty (1,230) square feet of living space.

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**Sec. 8.21 – CREMATORIES**

1) Location and Screening

- a) A crematory shall not be located within one-thousand (1,000') feet of any residential structure or land zoned for residential purposes. Decorative vinyl fencing or other site-proof fencing or landscaping approved by the City must be located between the crematory and adjacent residential properties.

2) Restrictions

- a) Crematories shall not be permitted as an accessory use to an existing Funeral or Mortuary services.
- b) Crematories shall not emit any odor or particulates.
- c) Crematories shall have emission stacks covered or shrouded with materials safe for such uses and that are compatible in design and architecture with the surrounding structures.

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**Sec. 8.22 – SMOKE SHOPS, TOBACCO STORES, AND MEDICAL MARIJUANA DISPENSARIES**

- 1) Notwithstanding any other provision of this title to the contrary, smoke shops, tobacco stores, and medical marijuana dispensaries shall be permitted by Special Exception only in the Commercial, Medium-Density (C-2) zoning district.

- 2) Additional zoning and land use standards for smoke shops, tobacco stores, and medical marijuana dispensaries shall be as follows:

- a) Smoke shops, tobacco stores, and medical marijuana dispensaries shall not be located within three-hundred (300) feet, measured property line to property line, from a school (public or private), family day care home, child care facility, youth center, community center, recreational facility, park, church or religious institution, hospital, or other similar uses where children regularly gather.
- b) Smoke shops, tobacco stores, and medical marijuana dispensaries shall not be located within five-hundred (500) feet, measured property line to property line, from another smoke shop and tobacco store.
- c) It is unlawful for a smoke shops, tobacco stores, and medical marijuana dispensaries to knowingly allow or permit a minor, not accompanied by his or her parent or legal guardian, to enter or remain within any smoke shops, tobacco stores, and medical marijuana dispensaries.
- d) Smoke shops, tobacco stores, and medical marijuana dispensaries shall post clear signage stating that minors may not enter the premises unless accompanied by a parent or legal guardian. At least one such sign shall be placed in a conspicuous location near each public entrance to the smoke shop and tobacco store. It shall be unlawful for a smoke shop and tobacco store to fail to display and maintain, or fail to cause to be displayed or maintained, such signage.

- 3) Standard conditions of approval for any Conditional Use Permit shall, at minimum, include the following:
  - a) No smoking shall be permitted on the premises at any time.
  - b) No sales may be solicited or conducted on the premises by minors.
  - c) No self-service, product, or paraphernalia displays shall be permitted.
  - d) No distribution of free or low-cost products or paraphernalia, as well as coupons for said items, shall be permitted.
- 4) Smoke shops, tobacco stores, and medical marijuana dispensaries that are legally existing on the effective date of the ordinance codified in this chapter may continue to operate as legal nonconforming uses in accordance with *Chapter III: Nonconformities*, and shall not be required to obtain a Conditional Use Permit. However, any change or expansion of the legal nonconforming use may require compliance with this chapter and a Conditional Use Permit.

### Sec. 8.23 – CULTIVATION OF MEDICAL MARIJUANA

- 1) This section establishes regulations for the cultivation of medical marijuana for various parcel sizes, residential requirements, setbacks, fencing, civil fines, and other issues to meet this goal. In order to cultivate medical marijuana, the applicant must first obtain permission by the City Council as a Special Exception as outlined in *Section 11.09 – Special Exception Procedure* of this Ordinance. Some of the highlights are listed below:
- 2) A parcel that is greater than 0.5 acres and supported by only one recommendation is allowed a maximum cultivation area of 50 square feet.
- 3) Set cultivation limits based on cultivation area, by lot size:

Table 8.5: Cultivation Limits Based on Cultivation Area	
Lot Size (acres)	Cultivation Area
0 - 0.5	Indoor Only**
Greater than 0.5 - Less than 5.0	50 square feet
5.0 - Less than 10.0	100 square feet
10.0 plus	150 square feet
** = (detached structure 120 square feet maximum)	

- 4) Permit cultivation indoors or outdoors on lots greater than 0.5 acre;
- 5) Require minimum recommendations
  - a) Any parcel that is greater than 0.5 acres that is supported by only one recommendation is limited to a cultivation area of up to 50 sq. ft.
  - b) A parcel 5.0 acres or more but less than 10.0 acres must have two or more recommendations associated with the plants to support a cultivation area of up to 100 sq. ft.
  - c) A parcel 10.0 acres or more must have three or more recommendations associated with the plants to support a cultivation area of up to 150 sq. ft.
- 6) Require a single cultivation area, length and width of the cultivation area shall not exceed a ratio of 2:1;

Table 8.6: Cultivation Setbacks from Property Lines	
Lot Size (acres)	Setback (feet)
0 - 0.5	15
Greater than 0.5 - Less than 5.0	50
5.0 - Less than 10.0	75
10.0 plus	150

- 7) Require cultivation and harvesting setbacks from property lines (with exceptions for unusual hardships);
- 8) Provide that any person may make a complaint relating to violations (anonymous complaints will be accepted);
- 9) Require that growers reside in Villa Rica for one year prior to cultivating;
- 10) Require growers have a permitted permanent water well or connection to municipal water, not engage in unpermitted drawing of water and not permit illegal discharges of water;
- 11) Prohibit cultivation:
  - a) within 1,000 feet of a school, park or similar facility;
  - b) within 600 feet of a school bus stop;
  - c) within 100 feet of an occupied residential structure on an adjacent parcel, with exceptions;
  - d) in any location where plants are visible from a public right of way; and
  - e) in certain designated zones.
- 12) Require growers to obtain landlord's written consent to cultivate;
- 13) Require fencing unless grown on 5 acres or more and not in public view;
- 14) Impose Administrative Civil Penalties have been increased to \$500.00 a day for the first three days (72-hours) and \$1,000.00 a day for each day the violation still exists up to a hearing.

#### Sec. 8.24 – TRANSFER STATIONS, SOLID WASTE COLLECTION FACILITY

- 1) In General
  - a) An applicant proposing to establish a transfer station or solid waste disposal facility, as defined in *Chapter XIII - Definitions*, shall be required to obtain a Conditional Use Permit, in conformance with *Sec. 11.09 – Special Exception Procedure* of this Code.
- 2) Permitted Locations
  - a) A transfer station or solid waste collection facility may be permitted with a Conditional Use Permit in the I2 zoning district. The establishment and operation of any transfer station or solid waste disposal facility must comply with any and all standards and provisions provided by the Environmental Protection Division of the State of Georgia and subject to the standards of the zoning district and the supplemental standards of this Section.
- 3) Guarantee Required
  - a) The applicant shall post and maintain a guarantee with the City Clerk. This guarantee, approved in form by the City attorney, will assure the City that the applicant shall complete the plan for restoration for reuse, within one (1) year of discontinuance of the transfer station or solid waste

collection facility. The amount of the guarantee shall be not less than the estimated cost of the restoration, and the amount of the estimate shall be approved by the Community Development Director. If the restoration is not completed within the specified time, the City may use the bond or any portion thereof to complete the restoration. Failure to maintain a guarantee shall be grounds for revocation of the Conditional Use Permit authorizing the use.

4) General Standards

a) Any applicant for a transfer station or solid waste collection facility operating permit shall demonstrate compliance with the following site limitation provisions:

i) Building

(1) All on-site processing and transferring of solid waste will be conducted entirely within an enclosed building or buildings.

(a) An enclosed building for these purposes is one in which the walls, doors and roof are made of solid materials but may contain accessory structural elements such as windows, properly filtered and controlled ventilation openings, and skylights, each element not exceeding an area of 100 square feet.

(b) Doors to any building shall remain closed except to temporarily allow transport vehicles to enter and exit the building.

(c) All solid waste transfer stations and processing facilities shall have an operator in attendance at all times when the facility is in operation.

5) Performance Standards

a) Minimum Lot Size

i) The minimum lot area for a solid waste transfer station and collection facility shall be ten (10) acres.

b) Setbacks

i) A transfer station or solid waste collection facility must meet the Development Standards of *Section 4.17 –Industrial, Medium-Density (I2)*, and shall be located an additional fifty (50) feet of those standards.

c) Compatibility

i) The proposed building(s) or use shall be constructed, arranged and operated so as to be compatible with the character of the zoning district and immediate vicinity, and shall not interfere with the development and use of adjacent property. The proposed development shall not present an unsightly, obnoxious or offensive appearance to abutting or nearby properties.

d) Location

i) No such use shall be established within three-hundred (300) feet of a residential zoning district, measured from property line to property line. Where a lot containing a solid waste transfer station or processing facility is within five-hundred (500) feet of any residential property, the facility may not accept waste on Sunday, or earlier than 7:00 a.m. or later than 6:00 p.m. on any other day.

e) Fencing

i) All transfer station or solid waste collection facilities shall be enclosed with a fence not less than eight (8) feet tall and no more than ten (10) feet tall, with openings therein not less than those in two-inch mesh wire or some other similar fencing material or device. The fencing shall

- be adequate to prevent paper and similar or related refuse or waste from blowing from the facility onto neighboring or nearby property.
- f) Buffering
    - i) A vegetative buffer must be provided between transfer station or solid waste collection facility and any abutting real property line or public street right-of-way.
      - (1) Existing trees and vegetation must be maintained and preserved within fifty (50) feet of any around the perimeter of the property, outside the required fence and any public street or right-of-way.
      - (2) Where any portion of any property line of a lot containing a solid waste transfer station or handling facility is within two-hundred and fifty (250) feet of any residential property, any existing trees and vegetation must be maintained and preserved within fifty (50) feet of the real property line.
      - (3) Where the natural growth within the proscribed distance of the abutting real property line or public right-of-way does not effectively screen the site from the view from abutting properties or right-of-way, then screening shall be provided, subject to the approval of the City Council or their designee.
      - (4) Vehicular Circulation and Access
    - ii) Driveways within the site shall be dust free. Driveway access to the public right-of-way shall be permanently paved and shall be a minimum of twenty-five (25) feet in width. Access is prohibited through residentially zoned areas.
  - g) Storage Yard Maintenance
    - i) The lot area surface used for storage shall be gravel, at a minimum.
    - ii) Unusable items that cannot be reused shall be disposed of on a regular basis and shall not be allowed to collect on the premises.
  - h) Nuisance Control
    - i) The developer shall install an automatic spray system to control odor and practice a hand held spray regimen to control the potential odors that may settle into the environment.
    - ii) The developer shall practice adequate measures to control litter and blowing debris from the transfer station.
    - iii) The developer shall practice adequate measures to maintain pest control throughout the facility.
  - i) Landscaping
    - i) Landscaping shall be provided as required under the *Section 7.05 – Landscape Standards*. The use of landscaping shall be required on the entire property to improve the appearance of setback and yard areas and to preserve the character and value of surrounding properties.
  - j) Utilities
    - i) Transfer station or solid waste disposal and processing facilities must be served by public water and sewer facilities.
  - k) Abandonment
    - i) The applicant shall provide a written statement that the area will be cleaned up to the satisfaction of the Community Development Director should the transfer station or solid waste disposal be abandoned, moved in whole or in part. A solid waste disposal and processing



facility which remains idle or unused for a continuous period of one year, whether or not fixtures or equipment are removed, shall constitute abandonment. The casual, intermittent, temporary or illegal operation of a transfer station shall not be sufficient evidence to establish continuous use. If the owner fails to clean up and restore the transfer station within one year of cessation of operation or abandonment, the Building Official shall have the premises cleaned up and shall use the bond to pay for the costs of cleanup incurred by the City.

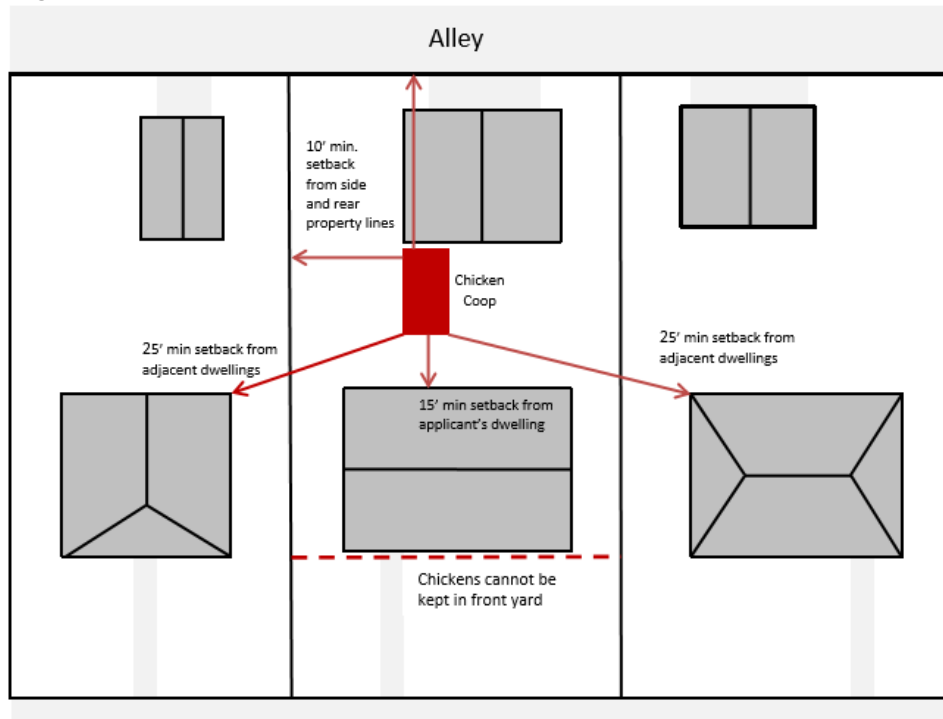
#### **Sec. 8.25 – RESTRICTIONS ON THE KEEPING OF FARM ANIMALS AND BEES**

- 1) **PURPOSE.** The regulations of this section are established to permit the keeping of farm animals and bees in a manner that prevents nuisances to occupants of nearby properties and prevents conditions that are unsanitary or unsafe.
- 2) **CHICKENS, DUCKS, RABBITS AND SIMILAR ANIMALS.** The keeping of chickens, ducks, rabbits and similar farm animals, and cages, coops and enclosures for the keeping of such animals, shall be governed by the following regulations.
  - a) **In Residential Districts.** In Residential Districts, the following regulations shall apply.
    - i) **Number.** No more than one such animal shall be kept on a parcel of land for each eight-hundred (800) square feet of parcel or lot area. For a standard residential lot of eighty-five hundred (8,500) square feet, this regulation would permit no more than a total of ten (10) such animals.
    - ii) **Setbacks.** The coops or cages housing such animals may not be located in front yard or side street yard areas and shall not be located within ten (10) feet of a side or rear yard line, except where the rear lot line forms the side lot line or front lot line of an abutting property, in which case the setback from such rear lot line shall be five (5) feet. Chicken coops shall not be closer than twenty-five feet from the primary structure of any adjacent lot, and shall not be located closer than fifteen (15) feet from the primary structure on the same lot. There shall be no separation requirements between accessory structures on the same lot, so long as all other zoning requirements are satisfied. No animals shall be kept in required front yard or side street yard areas.
    - iii) **Prohibitions.** No roosters, geese or turkeys may be kept in a Residential District except on a parcel that is at least one (1) acre in area and only if the coop or cage housing the bird(s) is at least one-hundred (100) feet from all property lines. For parcels greater than one (1) acre in area, one (1) additional such bird may be kept for each twenty-four thousand (24,000) square feet in excess of one (1) acre. No predatory birds may be kept on any property under the regulations of this Section.
    - iv) **Coops and Cages.** All animals shall be provided with a covered, predator-proof coop or cage or other shelter that is thoroughly ventilated, designed to be easily accessed and cleaned, and of sufficient size to permit free movement of the animals, exclusive of areas used for storage of materials or vehicles. The total area of all coops or cages on a lot shall not be greater than thirty-two (32) square feet for up to six (6) animals. Coops and cages, singly or in combination, shall not exceed fifteen (15) feet in height.
    - v) **Enclosures and Fences.** Chickens and other birds shall have access to an outdoor enclosure adequately fenced or otherwise bounded to contain the birds on the property and to prevent

access by dogs and other predators and providing at least ten (10) square feet of area for each bird.

- b) In Non-Residential Districts. In zoning districts other than Residential Districts, all regulations applicable in Residential Districts shall apply except that the number of such animals shall be limited to one (1) animal for each four-hundred (400) square feet of lot area.

Figure 8.2: Urban Chicken Setback Minimums (not to scale)

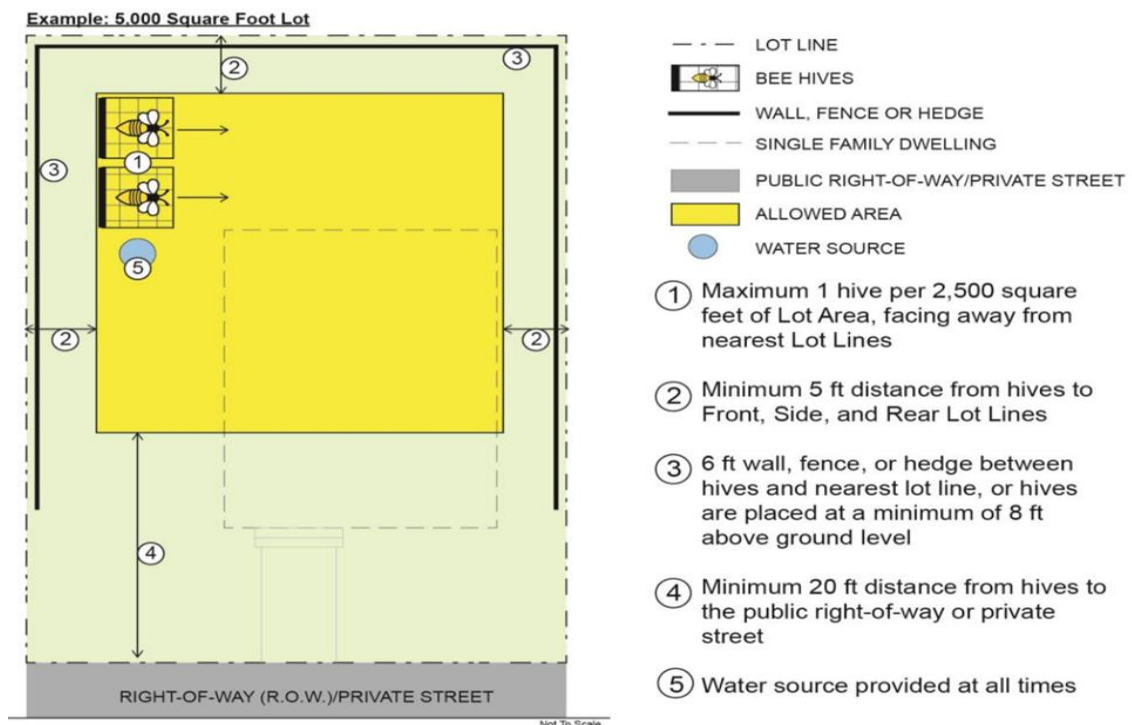


- 3) **GOATS, PIGS, SHEEP AND SIMILAR ANIMALS.** The keeping of goats, pigs, sheep and similar farm animals, and stables and enclosures for the keeping of such animals, shall be governed by the following regulations.

- a) In Residential Districts. Goats, pigs, sheep or similar farm animals shall be allowed on properties zoned AG. For a parcel that is at least twenty-four thousand (24,000) square feet in area, a maximum of two (2) such animals may be kept on the property, with one (1) additional animal permitted for each additional twenty-four hundred (2,400) square feet of area. Stables or other enclosures for such animals shall not be permitted in front yards or in side street yards and shall be set back at least forty (40) feet from any street and from any property other than a property located in an Industrial District and shall be set back at least one-hundred (100) feet from a dwelling on another parcel or from the permitted placement of a dwelling on an adjoining vacant parcel.
- b) In Non-Residential Districts. In non-residential zoning districts, goats, pigs, sheep or similar farm animals shall be prohibited.
- c) Prohibitions. No horses, cows, alpacas, llamas or similar animals shall be kept on a property except in areas specifically designated for the keeping of such animals.
- d) Exceptions. Animals used for clearance of vegetation shall be allowed for no more than fourteen (14) consecutive days.

- 4) BEES. The keeping of bees, and associated beehives, shall be governed by the following regulations.
- a) In Residential Districts. In Residential Districts, the following regulations shall apply
- Number. No more than one (1) beehive shall be kept for each twenty-five hundred (2,500) square feet of lot area, and no beehive shall be kept on a lot less than twenty-five hundred (2,500) square feet in area.
  - Location and Setbacks. No beehive shall be kept closer than five (5) feet to any lot line and ten (10) feet to a dwelling or the permitted placement of a dwelling on another parcel, and no beehive shall be kept in a required front yard or side street yard. The front of any beehive shall face away from the property line of the Residential property closest to the beehive.
  - Fences and Shrubs. A solid fence or dense hedge, known as a "flyway barrier," at least six (6) feet in height, shall be placed along the side of the beehive that contains the entrance to the hive, and shall be located within five (5) feet of the hive and shall extend at least two (2) feet on either side of the hive. No such flyway barrier shall be required if all beehives are located at least twenty (20) feet from all property lines and for beehives that are located on porches or balconies at least ten (10) feet above grade, except if such porch or balcony is located less than five (5) feet from a property line.
  - Water Supply. A supply of fresh water shall be maintained in a location readily accessible to all bee colonies on the site throughout the day to prevent bees from congregating at neighboring swimming pools or other sources of water on nearby properties.
  - Prohibitions. No Africanized bees may be kept on a property under the regulations of this Section.
- b) In Non-Residential Districts. In zoning districts other than Residential Districts, all regulations applicable in Residential Districts shall apply except that the number of beehives shall be limited to one (1) for each one-thousand (1,000) square feet of lot area.

Figure 8.3: Bee Hive Site Layout Example



- 5) LOTS WITHOUT A RESIDENCE. Notwithstanding the provisions of *Section 8.02– Accessory Use and Structure Standards*, farm animals or bees may be kept on a lot that is vacant or has no occupied residence but only if the applicant for such activity submits written this Section, demonstrating that the use will be managed in a manner that prevents the creation of nuisances or unsanitary or unsafe conditions.
- 6) SANITATION AND NUISANCES. Farm animals shall be kept only in conditions that limit odors and noise and the attraction of insects and rodents so as not to cause a nuisance to occupants of nearby buildings or properties and not to cause health hazards. Furthermore, farm animals shall not be kept in a manner that is injurious or unhealthful to the animals being kept on the property.
- 7) ANIMAL OR BIRD NOISE. It shall be unlawful for any person or other party operating or occupying any building or premises to keep or allow to be kept any animal or bird that makes noise so as to habitually disturb the peace and quiet of any person in the vicinity of the premises.
- 8) SLAUGHTERING OF ANIMALS. Chickens, ducks, rabbits and similar small animals may be slaughtered on site only inside a garage or other building and only if for use by the occupants of the premises and not for sale. No other farm animal may be slaughtered on site.
- 9) APPLICATION TO COMMUNITY DEVELOPMENT DEPARTMENT. Anyone proposing to keep farm animals or bees on a property in the City of Villa Rica or to expand such use shall apply for approval from the Department of Community Development, which shall determine if the application is in compliance with regulations regarding construction and permitted placement of enclosures, fences, cages, coops, beehives, flyway barriers, stables and other structures used in the keeping of farm animals or bees and whether the property is occupied by a condemned building.
  - a) Application Contents. The application for such license shall include, at a minimum, the following information.
    - i) The name, phone, phone number and address of the applicant;
    - ii) The location of the subject property;
    - iii) The size of the property;
    - iv) The number of animals or bee hives to be kept on the property;
    - v) A description of any proposed cages, coops, beehives, fences or enclosures;
    - vi) A scaled drawing showing the precise location and setbacks of cages, coops, enclosures, beehives, stables and fences in relation to property lines and to houses on adjacent properties;
    - vii) A description of the manner by which feces and other waste materials will be removed from the property or will be treated so as not to result in unsanitary conditions or in the attraction of insects or rodents;
    - viii) In the case of a lot that is vacant or has no occupied residence, documentation demonstrating that the use will be managed in a manner that prevents the creation of nuisances or unsanitary or unsafe conditions;
    - ix) A signed statement from the property owner, if the applicant is not the property owner, granting the applicant permission to engage in the keeping of farm animals or bees as described in the registration; and
    - x) The addresses of all properties directly adjoining the subject property.
  - b) License Approval. The Director of Community Development shall take action on a license application for the keeping of farm animals or bees in accordance with the following provisions:

- i) **Approval Standards.** In evaluating an application for an initial license or a license renewal, the Community Development Director shall consider any evidence ascertained through inspections of the property or through the submission of evidence regarding nuisances or conditions that are unsafe or unsanitary relative to the subject property and, in particular, any recorded violations. The Director of Community Development may deny a license on consideration of such evidence.
  - ii) **Community Development Approval.** The Community Development Director shall not approve any initial license application for the keeping of farm animals or bees prior to approval of the site plan by the Department of Community Development in accordance with the provisions of *Section 8.25 – Restrictions on the Keeping of Farm Animals and Bees* of the Zoning Code.
  - c) **Building Permits.** A Building Permit shall be required for installation of a fence or for construction of a stable or other structure routinely requiring such permit, except that no Building Permit shall be required for cages, coops or beehives that are not permanently attached to the ground or to another structure and do not exceed thirty-two (32) square feet in area nor eight (8) feet in height. No Building Permit shall be required for the barrier constituting a required enclosure if such barrier is not permanently attached to the ground and does not exceed three (3) feet in height; and no Permit shall be required for a "flyway" barrier not exceeding six (6) feet in height and six (6) feet in length.
- 10) **LICENSE EXPIRATION.** Such license shall expire at the end of a calendar year and shall be renewed once every two (2) years during November or December before the end of the calendar year. The application for renewal of a license need not include drawings and other information regarding conditions that have not changed since submission of such information in a prior license application.
- 11) **LOTS WITHOUT A RESIDENCE.** In the case of an application to keep farm animals or bees on a lot that is vacant or has no occupied residence, a License shall be granted only if the applicant submits written documentation satisfactory to the Community Development Director demonstrating that the use will be managed in a manner that prevents the creation of nuisances or unsanitary or unsafe conditions. Where the applicant is not the property owner, a license shall be granted only where the application is accompanied by a signed statement from the property owner granting the applicant permission to engage in the keeping of farm animals or bees.
- 12) **ENFORCEMENT.** The Director of the Department of Community Development or any authorized City employee shall have the authority to inspect any property to determine compliance with the regulations of *Section 8.26* of the Zoning Code regarding sanitation and nuisances and operational practices in the keeping of farm animals or bees and shall have the authority to enforce the regulations of this Section.
- 13) **PENALTIES.** If the Director of Community Development determines that an individual is in violation of the provisions of this section or *Section 8.26 – Restrictions on the Keeping of Farm Animals and Bees* with respect to the enforcement responsibilities of the Department of Community Development, the Director shall issue a violation notice to the individual, noting the nature of the violation(s). If the violation is not corrected within seven (7) days of issuance of the violation notice, the recipient of the notice shall be subject to the following penalties and enforcement actions.
- a) For a first offense, a fine of fifty dollars (\$50.00);

- b) For a second offense occurring within four (4) months of the first offense, a fine of seventy- five dollars (\$75.00);
- c) For a third and any subsequent offense occurring within the period of the current two (2) year license, any farm animals or bee hives associated with the violation shall be removed from the property by the individual or shall be removed and impounded.

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**Sec. 8.26 – FILM PRODUCTION**

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**1) PERMISSIBLE DISTRICTS. All Districts****2) STANDARDS****a) Application.**

- i) Applicant must request permission to use City property including but not limited to, parks, streets, alleys, sidewalks, or buildings owned by the City, for a film production prior to submission of the application.
- ii) Rush approvals (permits requested within less than fourteen (14) days of production) will be assessed due to increased demand for staff time and coordination. The application shall include, but not be limited to, the following:
  - (1) The filming project name;
  - (2) The name and contact information of the applicant, including postal address, email address, and telephone number;
  - (3) A valid photo identification of the applicant;
  - (4) The name and contact information of the producer (if the applicant is not the producer);
  - (5) The dates, times and locations of the filming for which permit is being requested, and a general description of the filming activity that will occur at each location;
  - (6) Where the producer is a student, an official letter or document from his/her school confirming that s/he is currently enrolled there. In addition, the student identification card and a valid driver's license. Where the student does not have a driver's license, s/he may present a different form of identification that includes his/her photo.

**b) Public Works/Public Safety.**

- i) If roads are to be blocked or traffic disrupted in any manner, off-duty City of Villa Rica police officers must be hired and compensated at a minimum of three hours per day. (Note: Closure of State roads requires a 45-day lead time and approval from the Georgia Department of Transportation.)
- ii) Removal, cutting or trimming of vegetation in the public right-of-way is prohibited unless specifically approved by the permit.
- iii) No film activity which involves the use of explosives, pyrotechnics, fire, smoke-making machines or other special effects may be undertaken unless specifically approved by the Carroll or Douglas County Fire Department.
- iv) Tents or temporary membrane structures having an area in excess of five-thousand (5,000) square feet require an inspection by the County Fire Marshall of the county where filming will take place (Douglas/Carroll).
- v) Emergency vehicle access shall be maintained at all times. EMS personnel are required on-site for productions with stunts being performed.

- vi) The County Fire Marshall shall have full access to any film production to ensure safety for crew members, the public, and surrounding properties.
- c) Permit Issuance.
  - i) If permission is granted by the City, a written permit will be issued including time, date and location of filming and acceptable activities within the scope of the permit.
  - ii) A producer and/or applicant that receives a permit is responsible for knowing and complying with this ordinance and all other laws, including other ordinances and regulations that establish prerequisites, authorizations and other required permissions applicable to the filming.
  - iii) Upon receipt of the permit, the production company must provide a certificate of insurance naming the City of Villa Rica as an additional insured. The City requires an insurance policy rider for general liability and worker's compensation for one-million dollars (\$1,000,000) each occurrence and aggregate with endorsement naming the City of Villa Rica as additional insured.
  - iv) Upon receipt of the permit, the production company must notify affected businesses and property owners within five-hundred (500) feet of production. Compensation may be necessary if business and home environments are greatly disrupted.
  - v) The City shall require the production company to have the permit on site at all times.
  - vi) Notwithstanding any other part of this Code, any producer that performs filming without receiving a permit, violates the material terms of a permit, or is otherwise in violation of this Ordinance, shall be subject to the provisions of *Chapter XII: Violations and Enforcement* of this ordinance.
- d) Film Production Wrap-Up. Upon completion of work, all materials and debris shall be entirely removed and the right-of-way left in the same condition it was in immediately prior to filming. Any costs for clean-up by the City will be charged to the permit holder who will be invoiced by the City for such costs. Invoices for such costs must be paid in full within thirty (30) days from the date of issuance by the City.
- e) Advertising.
  - i) The City of Villa Rica logo its buildings or the name of the City may not be included in the film or its marketing and advertising without written permission.
  - ii) Where permitted filming includes advertising signs or other displays of commercial speech, the signs and/or displays must be removed upon the expiration of the permit.
- f) Indemnification.
  - i) The producer must sign an indemnification provision on the permit whereby the producer agrees to indemnify the City and its officials and employees from all claims, losses and expenses, including attorneys' fees and costs, that may arise from the permit and any of the activities performed pursuant to the permit by, on behalf of, or at the direction of the producer, except to the extent that claims, losses and/or expenses are caused by the gross negligence or intentional misconduct of the City, its officials and or employees.
- g) Exception.

A permit shall not be required for filming on private property or for the filming of public events such as rallies, protests, demonstrations, or other events held on City property and open to the public at large.



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**CHAPTER IX: DESIGN STANDARDS****Sec. 9.01 – RESIDENTIAL DESIGN STANDARDS**

All new major and minor subdivisions with the exception of Planned Unit Developments, shall include the following minimum design standards.

- 1) **APPLICABILITY.** These standards shall apply to new single-family and two-family dwellings in major and minor subdivisions. Existing residential structures that expand or are altered by more than fifty (50) percent of the existing square footage shall also comply.
- 2) **ANTI-MONOTONY.** Homes located in close proximity shall not be of the same front elevation. This does not prohibit the home to the rear from being the same front elevation.
  - a) Mirror images of the same configuration/elevation do not meet the requirement.
  - b) No house shall be of the same front elevation design as any other house within two houses to each side of the subject lot nor directly across the street.
  - c) No single front elevation design may be applied to more than twenty-five (25%) percent of the front elevations within any single phase of a development.
- 3) **DRIVEWAY WIDTH.** The minimum pavement widths for driveways and interior drives shall meet the following requirements, exclusive of any parking spaces:
  - a) For single- and two-family residential uses the minimum driveway width shall be twelve (12) feet.
  - b) The maximum driveway width at the property line shall be twenty (20) feet.
- 4) **PEDESTRIAN CIRCULATION.** A sidewalk with a minimum five (5) foot width shall be included in developments of four (4) homes or more. A determination shall be made by the Director regarding infill lots.
- 5) **MATERIALS.** Exterior materials shall be unit masonry (brick, stone, textured and colored split-face concrete masonry units), wood, fiber cement board siding, stucco, composite lap siding (lap siding shall have a maximum nine (9) inch exposed board surface), or heavy-gauge vinyl. Vinyl siding shall be approved and endorsed as meeting or exceeding *ASTM D3679 by the Vinyl Siding Institute (VSI) through the VSI siding certification program*. The minimum thickness of vinyl siding shall be 0.044 inches.
- 6) **FRONT FACADE.** Each front elevation shall include architectural elements from the following list that total a minimum of six (6) points. Unless specified, all features are worth one (1) point.
  - a) Front porch, minimum eight (8) feet in width and six (6) feet in clear depth supported by columns and with a rail (2 points)
  - b) Side-loaded or court-entry garage (2 points)
  - c) A separate overhead door for each single garage bay
  - d) Brick, stone or textured concrete masonry on one-hundred (100%) percent of the front elevation (excluding openings)
  - e) Turret

- f) Two (2) or more roof planes visible (change in elevation or direction of roof ridge) on the front of the house
  - g) Veranda/balcony
  - h) At least four (4) feet of relief at one or more points along the front or rear elevations
  - i) Bay, dormer or oriel windows
  - j) Decorative geometric front, rear and side gable roof vents or windows
  - k) Architectural details such as quoins, pilasters, cornices, and dentil molding
  - l) Architectural-grade roof shingles
  - m) Dormer windows/shed dormer
  - n) Architectural brackets or corbels
  - o) Twelve (12") inch roof overhang
  - p) Chimneys beginning at grade and faced with brick or stacked stone; extend chimneys between three and six feet above the roof line
  - q) Mullions, muttons, true divided lights on the exterior of the window surface
  - r) Shutters, each, half the width of the adjacent window, mounted with shutter hinge and anchor hardware; not mounted directly to the surface of the adjoining façade
- 7) SIDE AND REAR FACADE. The side and rear elevations of a home which abut a right-of-way or private street, excluding alleys, and can be viewed from that street shall have at least two (2) of the following features on all sides:
- a) Minimum thirty (30%) percent masonry as the exterior building material
  - b) Full first-floor masonry wrap
  - c) Pop-out room a minimum of three (3) feet by ten (10) feet such as sun room or breakfast nook (on viewable sides)
  - d) Screen porch (on viewable sides)
  - e) Bay or oriel windows (on viewable sides)
  - f) Shutters and window grids
  - g) Cantilevered second story (on viewable sides)
  - h) Raised wood deck, a minimum of eight (8) feet by ten (10) feet (on viewable sides)
- 8) Roof. Roofs shall have a minimum twelve (12)-inch overhang on all sides.
- 9) Door, Window and Corner Trim. All windows, doors and corners should have a nominal one (1) inch by four (4) inch wood or vinyl surround.
- 10) LANDSCAPING. All single-family dwellings shall be landscaped in conformance with *Section 7.05 – Landscaping Standards*.

**Sec. 9.02 – RESIDENTIAL DESIGN STANDARDS FOR PLANNED UNIT DEVELOPMENTS (PUD)**

All new Planned Unit Developments established after the adoption of this ordinance, shall include the following minimum design standards.

**1) Utility Standards.**

- a) Mechanical features shall not be located in the supplemental area or front yard and shall be screened from view from any park or along any public right-of-way with planting, walls or fences of equal or greater height. Acceptable materials for screening shall include those materials found in *Sec. 7.09 – Fences, Walls, and Hedges*, provided they are compatible with the principal structure.
- b) When located on rooftops, mechanical features shall be incorporated in the design of the building and screened with materials similar to the building.
- c) Street lights may be provided by the developer in an effort to maintain a safe, walkable and well-lit public area throughout the city; pedestrian-scale street lights as approved by the Department of Community Development shall be provided by the developer, subject to site plan and design review in new development.
- d) All developments shall provide a light at the front door. Lighting designed to illuminate the path to the front door is allowed. Spotlighting may be provided as long as it is properly shielded and does not become an annoyance to adjacent property owners or the public. General area illumination with oversized flood lights is prohibited. Specifically, lighting shall be shielded so that the source of light is not visible from adjacent properties or the public right-of-way.
- e) Trees shall not be planted directly above storm drains. Trees shall not be planted in the public right-of-way.

**2) Parking and Traffic Standards.**

- a) One-family detached dwellings and two-family dwellings shall meet the following requirements:
  - i) Driveways shall have a minimum width of nine feet and a maximum width of fifteen (15) feet.
  - ii) Circular drives are permitted.
  - iii) A grass strip in the middle of driveways is encouraged.
- b) All other buildings shall meet the following requirements:
  - i) Parcels are permitted a maximum of one driveway curb cut per street. In cases where a property abuts multiple streets the total number of curb cuts or portions thereof may be allocated to a single street.
  - ii) Driveways shall have a maximum width of twelve (12) feet for one-way and twenty-four (24) feet for two-way.
  - iii) Two curb cuts serving two one-way driveways shall be counted as one curb cut.
  - iv) Public or private alleys, or driveway providing vehicular access to two or more parcels shall not constitute a curb cut.
  - v) New public streets shall not count as curb cuts.
- c) Carports are only permitted subject to the following requirements:

- i) Carports shall be located in the rear or side yard, but shall not be visible from a public right-of-way. The Community Development Director may approve an exemption where the enforcement of this provision is impractical due to environmental factors.
  - ii) Carport roofs shall be supported by columns with a minimum width and depth of eight inches.
  - iii) The base of carport columns shall be faced in stacked brick or stacked stone to a minimum height of three (3) feet above grade.
- d) On-site parking shall be prohibited in the supplemental areas. This shall not be interpreted as restricting on-street parking located along a public street.
- e) Garage access on single-family lots shall be prohibited in the front yard of the home.
- 3) Roof and Chimney Standards.
  - a) Principal building roofs for one-family detached dwellings shall have a minimum usable life of thirty (30) years, per manufacturer's warranty.
  - b) Roof shingles shall be slate, cedar, or asphalt.
  - c) Roof tiles shall be clay, terra cotta or concrete.
  - d) Metal roofs are:
    - i) Permitted on one-family and two-family detached dwellings if approved by the design review committee; and
    - ii) Permitted on multifamily and townhouse dwellings only when screened from the adjacent street by a parapet wall.
  - e) Gutters shall be copper, aluminum or galvanized steel.
  - f) Downspouts shall match gutters in material and finish.
  - g) Roof forms shall be based on architectural style.
  - h) All roofs, excluding dormers, shall overhang a minimum of twelve (12) inches beyond the facade.
  - i) Dormers are permitted on all style homes (unless specified), but shall not be taller than the main roof to which they are attached.
  - j) Chimneys exposed to the public view may not be faced in wood or cement based siding and may not be of an exposed metal or ceramic pipe. All chimneys shall be wrapped in a brick, stone or suitable masonry finish material.
  - k) Chimneys on exterior building walls shall begin at grade.
  - l) Chimneys shall begin at grade and be faced with brick or stacked stone; extend chimneys between
- 4) Street Facing Facade and Style Standards.
  - a) Exterior facade materials shall be limited to:
    - i) Full-depth brick;
    - ii) Natural or cast stone;
    - iii) Smooth natural-wood siding and/or cement-based siding;
    - iv) Shake siding;
    - v) Painted fish-scale style shingles, but only when used in front gables;
    - vi) True, smooth hard-coat stucco, provided that its use is limited to gables of Tudor revival-style buildings.

- vii) Vinyl siding provided that the material has a thickness gage of 0.44 or greater.
- b) Exterior building materials shall not be:
  - i) Simulated brick veneer, such as Z-Brick;
  - ii) Exterior insulation and finish systems (EIFS);
  - iii) Exposed concrete block;
  - iv) Metal siding or other metal exterior treatment;
  - v) Glass curtain walls;
  - vi) T-1-11 siding;
- c) Facade materials shall be combined horizontally, with the heavier below the lighter.
- d) Blank, windowless walls are prohibited along all facades.
- e) Foundations shall be constructed as a distinct building element that contrasts with facade materials. Foundations that are exposed above the ground, must be parged with cement, stuccoed over or be faced in brick, natural stone, or cast stone.
- f) All exterior stair risers visible from a street shall be enclosed.
- g) Porches, stoops, and balconies may be located in the front or side yard.
- h) Porches, stoops, and balconies along front and side building facades shall not be enclosed with screens, plastics, or other materials that hinder visibility and/or natural air flow.
- i) Porches, stoops, and balconies shall be made of painted or stained wood, stone, brick, or ornamental metal, subject to the additional restrictions below.
- j) Wooden porches, stoops, and balconies shall provide top and bottom horizontal members on railings. The top railing shall consist of two elements. The upper element shall measure two [inches] by six inches and the lower element shall measure two [inches] by four inches. The bottom railing shall measure two [inches] by four inches.
- k) Front porches and front stoops of principal buildings shall face and be parallel to the front lot line or build-to line.
- l) Porch and stoop foundations shall be enclosed.
- m) Front and side porches and stoops shall not have unpainted, unstained or otherwise untreated or exposed pressure treated lumber along the building line that abuts a public right-of-way.
- n) Balconies shall have not less than two clear unobstructed open or partially open sides. Partially open is to be constructed as fifty (50) percent open or more. The total combined length of the open or partially open sides shall exceed fifty (50) percent of the total balcony perimeter.
- o) Stoops and porch[es] shall be a minimum of two feet and a maximum of four feet from grade to the top of the stairs, unless existing topography is greater.
- p) Stoops shall provide a minimum top landing of four feet by four feet.
- q) Stoop stairs and landings shall be of similar width.
- r) Stoops may be covered or uncovered.
- s) When provided, porches shall have a minimum clear depth of eight feet from building facade to outside face of column.
- t) Front porch widths shall be between eighty (80%) percent and one-hundred (100%) percent of the adjacent facade.

- u) Side porch widths (including wraparound porches) shall be between twenty-five (25) percent and 100 percent of the adjacent facade.
  - v) Enfronting porches may have multistory verandas, living space, or balconies above.
  - w) Porch columns shall be spaced a maximum distance of eight feet on center.
  - x) Front porch columns shall have foundation piers extending to grade.
  - y) All porches shall be covered.
  - z) Enfronting balconies are only permitted on attached or detached one-family home facades when porches are not provided on said facades.
  - aa) Enfronting balconies shall have a minimum clear depth of four feet.
  - bb) Enfronting balcony widths shall be between twenty-five (25%) percent and one-hundred (100) percent of the adjacent facade.
  - cc) Balconies may be covered or uncovered.
- 5) Door and Window Standards.
- a) The main entry door to enfronting principal buildings shall face, be visible from, and be accessible from the adjacent public sidewalk.
  - b) The main entry door to all uses shall be linked to the sidewalk via a pedestrian walkway or wheelchair access.
  - c) Building numbers at least six inches in height shall be located above or beside the street-facing pedestrian entrance, or above or beside the stairs accessing a front porch.
  - d) Doors that operate as sliders are prohibited along enfronting facades.
  - e) Window panes shall be recessed a minimum of three inches and a maximum of eight inches from the adjacent facade, except on frame houses, on which panes shall be recessed a minimum of two inches.
  - f) Where windows lights are utilized they shall be true divided lights, simulated divided lights, or one-over-one lights. Grids-between-glass (GBGs) are prohibited.
  - g) Window trim shall not be flush with the exterior facade and shall provide a minimum relief of one-quarter inch or greater.
  - h) Where used, window shutters shall match one-half the width of the window opening.
  - i) Painted window or door glass is prohibited.
  - j) Enfronting windows and door glass (except on churches and fire stations) shall utilize clear glass or tinted glass. Tinted glass shall have a transmittance factor of 50 percent or greater and shall have a visible light reflectance factor of ten or less.
  - k) Windows shall be provided for a minimum of thirty (30%) percent and a maximum of 50 percent of the total street-facing facade of the principal building, with each facade and story calculated independently.
  - l) Street-facing window units shall not exceed twenty-eight (28) square feet with minimum height of three feet, with the exception of transoms and fan lights.
  - m) Wood trim between four and six inches wide shall surround windows of wood frame structures. Windows grouped together shall have center mullions two inches wider than the side trim.
  - n) Sills shall be of masonry, wood, stone, cast stone, or terra cotta.



**Sec. 9.03 – MULTIFAMILY AND SINGLE-FAMILY ATTACHED DESIGN STANDARDS**

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- 1) **APPLICABILITY.** All new multi-family developments (apartments, townhomes) of three (3) units or more are subject to the following standards.
- 2) **LAYOUT AND SITE PLANNING.**
  - a) **Topography.** Buildings shall be sited in relation to topography of the site, which minimizes cut and fill and limits maximum on-site slope to ten (10%) percent.
  - b) Attempts shall be made to preserve existing vegetation and natural features.
  - c) **Building Orientation.** Multi-family building(s) shall be oriented to the street or city road, a common open space, or clustered to form neighborhoods. Multifamily buildings shall not be oriented to parking lots. Accessory buildings, including residential garages, storage buildings, etc., shall be located behind the primary building. No primary or accessory building shall have service doors, garage doors, loading doors, or similar service entrances opening toward or oriented to the street or city road.
  - d) Buildings shall be located so that the window to window distance between buildings or facing exterior walls shall not be less than forty (40) feet, as measured by a line perpendicular to the plane of the surface of said window. This distance may be reduced to not less than thirty (30) feet for an exposure where a room is a bathroom or laundry/utility room, or is used as a community or group meeting room or for a similar purpose.
  - e) Individual buildings shall be located to avoid more than two (2) buildings with parallel orientations to a public street, unless offset by more than twenty (20) feet. Vary the orientation to lessen the massing. The maximum length of a multi-family building shall not exceed one-hundred ninety-two (192) feet. No more than eight (8) townhome units shall be attached in a single row.
  - f) Off-street parking, driveway, drive aisles, carport, garage or service facilities may encroach into the side or rear yard as specified in but shall be no closer than ten (10) feet to any lot line. In no event shall parking be located in required landscaping areas.
  - g) All sides of a building shall display a similar level of architectural features and materials.
- 3) **OPEN SPACE.** Open space shall be required in conformance with *Section 7.13 – Open Space Requirements* and the requirements of the Zoning Ordinance.
- 4) **VEHICULAR AND PEDESTRIAN CIRCULATION.** Create a hierarchy of internal drives.
  - a) Drives shall be a minimum of twenty (20) feet wide. The City may request wider drives if on-street parking is permitted.
  - b) Multi-family developments with one-hundred fifty (150) units or more shall have at least two (2) points of ingress/egress.
  - c) The internal “street” system shall connect to surrounding neighborhood and local streets.
  - d) All internal sidewalks shall be a minimum of five (5) feet wide.
  - e) All internal sidewalks shall connect to adjacent residential areas, commercial areas, schools, parks, places of worship, and similar publicly accessible uses.

## 5) FAÇADE.

- a) Variation. Architectural detailing, horizontal/vertical offsets, window details and other features shall be provided on all sides of the building to avoid featureless building massing, enhance character and style, and reduce the visual scale.
- b) Buildings with continuous facades that are ninety (90) feet or greater in width shall be designed with offsets (projecting or recessed) not less than two (2) feet deep, and at intervals of not greater than sixty (60) feet.
- c) Materials shall be durable and attractive. Visually heavier materials should be used as the building's foundation.
  - i) Exposed foundations shall be constructed of one or more of the following:
    - (1) Brick;
    - (2) Stone (limestone, granite, fieldstone, etc.); or
    - (3) Split-face, integrally-colored block or architectural pre-cast concrete that simulates natural material.
  - ii) Facade walls shall be constructed of any combination of the following. A minimum of forty (40%) percent shall be masonry.
    - (1) Stone;
    - (2) Wood clapboard siding;
    - (3) Brick;
    - (4) Stucco or "Drained" External Insulation and Finish System (Drainable E.I.F.S.), not to exceed twenty (20%) percent of the overall non-window facade area; or
    - (5) Cement fiber board (e.g., "Hardiplank").
  - iii) Facade Plane projections such as the following are encouraged:
    - (1) Veranda/balcony
    - (2) Sunroom
    - (3) Screened porch
    - (4) Breakfast nook
    - (5) Turret
  - iv) The facades of townhomes should be detailed to differentiate individual units.

- 6) ENTRIES. Entries shall be pedestrian-scaled and clearly defined and accented with such features as awnings, porticos, overhangs, recesses/projections, arcades, raised corniced parapets over the door, peaked roof forms and arches.

## 7) ROOF.

- a) Minimum Pitch for pitched roofs shall be five feet for every twelve feet (5:12) of rise over run.
- b) Materials. Quality roof materials such as tile, slate, standing-seam metal, three-dimensional asphalt or fiberglass shingles shall be used on all structures.

- c) Minimum Eave/Overhang Width. All multifamily buildings shall have eaves or overhangs a minimum of twelve (12) inches deep on all sides.
  - d) Roof Articulation. Roofs shall display a variety of forms and articulation to reduce apparent scale. Elements such as dormers, gables, cross gables, hipped, secondary hipped or gabled roofs can be used to achieve this appearance.
  - e) Flat roofs shall contain a cornice or molding, and vary in height or shape every fifty (50) feet.
  - f) Rooftop mechanical equipment shall either be fully screened with architecturally compatible materials on all sides or visually integrated into the overall design of the building. In no case shall rooftop mechanical equipment be visible from adjoining streets, residential zones or uses.
- 8) AUTOMOBILE STORAGE.
- a) Garage Access. Except for structured parking decks, all attached garages shall provide access internally from the garage to individual units.
  - b) Minimum garage depth shall be twenty-two (22) feet.
  - c) Minimum garage width shall be twelve (12) feet.
  - d) Carport. Where established, carports shall:
    - i) Meet all setback standards around the perimeter of the site applicable to a primary structure.
    - ii) Be designed in keeping with the primary structure, and the materials shall be compatible with those of the primary structure.
  - e) No more than two (2) garage structures shall be located adjacent to each other end-to-end.
- 9) WINDOWS. Windows are required on all sides of the building that are:
- a) Adjacent to a street; or
  - b) Adjacent to a common area.
  - c) Windows should be enhanced with divided lights, grids, transom windows, keystone, lintels or trim/architrave.
- 10) DESIGN COMPATIBILITY. All structures within the multifamily development shall be compatible. Similar styles, color, architectural detail and materials shall be used for garages, carports, grouped mailboxes, laundry facilities, clubhouses, shelters, etc.
- 11) MECHANICAL AND UTILITY EQUIPMENT SCREENING. All mechanical equipment including ground-, roof-, and building-mounted, shall be completely screened from view. Screening can be achieved by landscaping, fences or walls for ground-placed equipment, and the use of parapet walls or other roof designs for roof-mounted equipment. Screening enclosures shall be architecturally compatible with the primary structure.
- 12) DUMPSTER AND STORAGE ENCLOSURE SCREENING. Dumpsters and storage area screening shall conform to the regulations of *Section 7.05 – Landscaping Standards*.
- 13) LANDSCAPING. Landscaping requirements are set forth in *Section 7.05 – Landscaping Standards*.

- 14) LIGHTING. Standards for parking lot, site and building lighting are set forth in *Section 7.12 – Outdoor Lighting*.
- 15) NOISE AND VIBRATION STANDARDS. In residential/commercial mixed-use developments, the International Building Code (IBC) provides a minimum design requirement for unit-to-unit acoustical protection between floors. It requires a Sound Transmission Class (STC) rating or Impact Insulation Class (IIC) rating of 50. The International Residential Code (IRC) requires a minimum design separation of STC 45 for townhouses.
- a) Scope. This section shall apply to common interior walls, partitions and floor/ceiling assemblies between adjacent dwelling units or between dwelling units and adjacent public areas such as halls, corridors, stairs or service areas.
  - b) Airborne sound. Walls, partitions and floor/ceiling assemblies separating dwelling units from each other or from public or service areas shall have a sound transmission class (STC) of not less than 50 (45 if field tested) for air-borne noise when tested in accordance with ASTM E 90. Penetrations or openings in construction assemblies for piping; electrical devices; recessed cabinets; bathtubs; soffits; or heating, ventilating or exhaust ducts shall be sealed, lined, insulated or otherwise treated to maintain the required ratings. This requirement shall not apply to dwelling unit entrance doors; however, such doors shall be tight fitting to the frame and sill.
  - c) Structure-borne sound. Floor/ceiling assemblies between dwelling units or between a dwelling unit and a public or service area within the structure shall have an impact insulation class (IIC) rating of not less than 50 (45 if field tested) when tested in accordance with ASTM E 492(09).
  - d) Notwithstanding other sections of this title, it shall be unlawful for any person to create, maintain or cause any ground vibration which is perceptible without instruments at any point on any affected property adjoining the property on which the vibration source is located. For the purpose of this title, the perception threshold shall be presumed to be more than 0.05 inches per second RMS vertical velocity.

#### **Sec. 9.03 – NON-RESIDENTIAL DESIGN STANDARDS**

- 1) APPLICABILITY. All non-residential development, with the exception of agricultural uses in agricultural zoning districts, shall meet or exceed the requirements of this section, in addition to all other applicable development standards established by this Ordinance. These non-residential standards shall apply to the following:
- a) New structures with permits submitted on or after the effective date of this ordinance;
  - b) Expansions greater than thirty-five (35%) percent of pre-existing site, structure or building; and
  - c) Expansions to structures that may be less than thirty-five (35%) percent but result in a structural addition greater than 20,000 square feet in gross floor area.
- 1) SITE LAYOUT
- a) Site planning which encourages compatibility between the site and the buildings and between all buildings on the site is encouraged. Where natural or existing topographic patterns contribute to

- a development, they shall be preserved and integrated. Modification to topography shall be permitted where it contributes to the overall development.
- b) The orientation of buildings shall promote interaction with the street or city road and provide a pedestrian friendly environment. All primary and outparcel site buildings shall be arranged so that they complement existing development. The buildings shall frame a corner or enclose a “main street” type corridor. Buildings on islands surrounded by parking should be avoided.
  - c) Newly installed infrastructure and service revisions necessitated by exterior alterations shall be underground. To the extent possible, all existing overhead utilities shall be relocated underground.
- 2) ACCESS. Major and minor arterials and major collector streets must have reasonable restrictions as to the numbers and location of access points. To provide safe and sufficient traffic movement to and from adjacent lands:
- a) Frontage roads, access roads, and other internal drives shall be constructed to create a hierarchy of roads for safe on-site circulation. These internal drives shall provide pedestrian access and landscaping.
  - b) Shared access shall be coordinated with contiguous lots. Access at the side or rear of buildings is encouraged.
  - c) New access points onto the major and minor arterials within the corridor overlay zone shall be coordinated with existing access points whenever possible and approved by the City Engineer.
  - d) Cross-access easements shall be required between adjacent compatible developments.
    - i) No curb cuts shall be within two-hundred (200) feet of any intersection of public roads, and no curb cut shall be within six-hundred (600) feet of any intersection along SR61.
      - (1) Within two-hundred (200) feet of public road intersections and within six-hundred (600) feet of SR61 south of US78.
    - ii) Opposing curb cuts shall align squarely or be offset no less than one-hundred twenty-five (125) feet.
    - iii) Stub Streets shall be built in all cases where adjacent lots have reasonable potential for development.
  - e) Entry Drive. The commercial entry drive should be appropriate to the size of the development, incorporate signage, lighting, landscaping and set the tone for the development.
  - f) No buildings or paved areas (other than access drives) may be located closer than fifty (50) feet to any area used or zoned for residential purposes.
- 3) PARKING LAYOUT. In addition to the minimum requirements, a maximum of fifty (50%) percent of the required parking shall be located between the front facade and the primary street. The balance of the parking shall be to the rear or side of the primary building. Refer to *Section 7.02 – Off-Street Parking and Loading* for parking standards.
- 4) CART CORRALS. Cart corrals for developments over fifty-thousand (50,000) square feet shall be curbed, and may be landscaped and covered.

## 5) PEDESTRIAN FACILITIES.

- a) A connection shall be established from abutting streets with sidewalks to the entrance of primary structures through the use of sidewalks and special demarcation.
- b) Pedestrian areas in parking lots or across interior drives shall be demarcated with special paving, color or height change, or striping for increased safety.
- c) Sidewalks shall be a minimum of six (6) feet wide and shall connect the commercial areas to adjacent residential, office and recreational uses.
- d) Sidewalks in Industrial Districts shall be required on at least one (1) side of each street.
- e) Sidewalks adjacent to customer entries shall be a minimum of eight (8) feet wide.

## 6) ARCHITECTURAL DESIGN. All non-residential building walls shall have architectural features which increase visual interest, reduce undifferentiated masses and relate to the pedestrian scale.

- a) Facades. Facades shall have a defined base or foundation, a middle or modulated wall, and a top formed by a pitched roof or articulated cornice, in each instance appropriate to the building style.
- b) Offsets and Projections. Buildings with continuous facades that are ninety (90) feet or greater in width shall be designed with offsets (projecting or recessed) not less than two (2) feet deep, and over intervals of not greater than sixty (60) feet.
- c) Storefronts. Ground-floor retail shall be transparent for seventy-five (75%) percent of the total ground level facade.
- d) Exterior materials. Building facades may be constructed from wood, stone, masonry, E.I.F.S., hard-coat stucco, cement fiber board, split-face, textured concrete, heavy gauge vinyl, metal or glass or other materials which provide the same desired quality. Similar building materials should be used throughout a development with multiple buildings. Products other than those listed below must be approved by the Community Development Director or his/her duly appointed designees.
  - i) Buildings constructed of metal shall be permitted only in the Single-Family Agricultural (AG) and Industrial, Medium-Density (I2) districts.
    - (1) Buildings that do not exceed fifty (50%) percent metal shall be permitted in the Industrial, Low-Density (I1) and Commercial, Medium-Density (C2) zoning districts, and must contain other design elements such as concrete or masonry bases, pitched roofs, enhanced entries or color variation.
  - ii) Structures shall be constructed using a minimum of fifty (50%) percent masonry as described below.
    - (1) Masonry construction may consist of brick, granite, sandstone, slate, limestone, marble, or other hard and durable all-weather stone. Ashlar, cut stone, and dimension stone construction techniques are acceptable.
    - (2) Brick material used for masonry construction shall be composed of hard-fired all-weather standard size brick or other all-weather facing brick.
    - (3) Concrete finish or precast concrete panels shall be textured using the following techniques: exposed aggregate, bush-hammered, sand-blasted, or other concrete finish

as approved by the Director or his/her duly appointed designee. Concrete masonry units (CMU or block) shall be textured or split-face, and otherwise not smooth.

- (4) Office uses may use: Architectural metal panels, glass (up to 75% of the façade area) and ornamental metal.
- e) Roof Design. The materials and finishes for roofs shall complement those materials used for the exterior walls. Roofs may be pitched, use stepped parapet walls, three dimensional cornices, dimensioned or integrally-textured materials, or be sloped with overhangs and brackets. Parapets shall not exceed more than one-third ( $1/3$ ) the height of the supporting wall (above the floor of which they are located).
- f) Four-sided Architecture. The architectural style, materials, color and design on the front elevation shall be applied to all elevations of the structure adjacent to a public street, primary internal drive or residential zoning district.
  - i) Blank, windowless walls are prohibited along facades enfronting a public way, except where a building enfronts multiple streets. In the latter case, it was not historically uncommon for buildings (especially commercial or mixed-use ones) to orient towards the more intensely developed street. As such, along the first story of enfronting mixed-use and commercial facades this requirement may be waived by the Director along streets that are predominantly residential in character when:
    - (1) The first twenty (20) feet of said facade meets the above requirements, and
    - (2) The area beyond the first twenty (20) feet is treated with architectural detailing, such as pilasters, false windows, or similar features.
- g) Color. Compatible materials and colors should be used throughout to unify development. The colors should reflect natural tones of the environment and be subtle, harmonious and non-reflective. Accents shall be compatible.
- h) Entry Features. Entryway features are only required at the primary entrance to the structure and shall include elements such as: covered entries, integral planters, awnings, raised corniced parapets over the door, peaked roof forms having an average slope greater than or equal to a minimum 5:12 pitch, arches, or architectural details such as tile work and moldings that are integrated into the building structure and design.
- 7) MAINTENANCE. The exposed walls and roofs of buildings shall be maintained in a clean, orderly, and attractive condition, and be free of cracks, dents, punctures, breakage, and other forms of visible marring. Materials that become excessively faded, chalked, or otherwise deteriorated shall be refinished, repainted, or replaced.
  - a) Refuse and waste removal areas, loading berths, service yards, storage yards, and exterior work areas shall be screened from view with fencing, walls or landscaping.
  - b) All accessory buildings and structures shall be constructed with materials that are similar and compatible with materials used in the principal structure.



## 8) MECHANICAL EQUIPMENT SCREENING AND PLACEMENT.

- a) Roof-mounted equipment on exposed roofs shall be completely screened from view. The appearance of roof screens shall be coordinated with the building to maintain a unified appearance.
- b) All ground- and building-mounted mechanical and electrical equipment shall be screened from view. The screens and enclosures shall be treated as an integral element of the building's appearance. Landscaping may be used for this purpose.
- c) Ground-mounted, commercial-grade mechanical equipment such as walk-in freezers.
  - i) Design. The unit shall be screened by a masonry wall that complements the architecture of the primary structure. Walls attached to the primary structure shall be designed as an architecturally integrated part of the primary structure. The wall shall be sufficient to dampen any noise generated while the unit is in operation.
  - ii) Height. The wall shall be equal to the height of the unit plus two (2) feet.
  - iii) Access. The enclosure shall be accessed via an opaque gate.
  - iv) Orientation. The gate shall not face a residential property, or a right-of-way within fifty (50) feet.
  - v) Setback. All mechanical equipment shall be located a minimum of fifty (50) feet from the property line, and shall not be located within a front or side setback.
- d) Utility substations shall be screened with a fence that is at least fifty (50%) percent opaque and at least eight (8) feet in height, and the exterior wall of the fence shall be landscaped with a Type 1 Buffer yard comprised solely of evergreen species.
  - i) The fence may not be chain-link.

9) SIGN STANDARDS. Signage shall be designed to be an integral part of the architectural and landscaping plans. The colors, materials, and style of signage shall be architecturally compatible and accentuate the buildings and landscaping on the site. The colors, materials, and lighting of every sign shall be restrained and harmonious with the building and site to which it principally relates. Signs shall be in conformance with the *Villa Rica Sign Ordinance*.10) LANDSCAPE PLAN. Landscaping shall be in conformance with *Section 7.05 – Landscaping Standards*. Plans shall be prepared and submitted with the Development Plan.

- a) Landscaping materials selected should be appropriate to local growing and climatic conditions. Wherever appropriate, existing trees should be conserved and integrated into the landscaping plan; credit toward required in-kind landscaping may be given.

## 11) SITE AMENITIES. Site amenities provide attractive spaces and the possibility of interaction. Site amenities such as patios, plazas, mini-parks, squares, water features and public art should be incorporated in the required open space for the development.

12) LIGHTING. Lighting shall be in conformance with *Section 7.12– Outdoor Lighting*.

- 13) OPERATIONAL COMPATIBILITY WITH SURROUNDING DEVELOPMENT. The Planning & Zoning Commission may impose conditions on the approval of a project including but not limited to:
- a) the placement of trash receptacles;
  - b) location of delivery and loading zones;
  - c) hours of refuse removal; and
  - d) hours of sign illumination.
- 14) MODIFICATION. The Planning & Zoning Commission shall have the authority to modify any of the requirements of this section in accordance with *Subsection 2.02(9)(a) ix*.

#### Sec. 9.05 – COMMUNITY DESIGN CONSIDERATIONS

- 1) INTERIOR RUMBLE STRIPS. Rumble strips should be installed adjacent to raised medians or other interior curbs to draw attention to the presence of the median during adverse weather conditions or other circumstances where visibility is low. Rumble strips should be designed so that adverse riding conditions are not created for on-street cyclists.
- 2) NEIGHBORHOOD STREET LIGHTING. Lights should be installed along neighborhood streets. They should be no taller than twenty (20) feet and should be fully shielded or full cutoff fixtures.
- 3) STREET ADDRESSES. Business and residence address lettering should be a minimum height of six (6) inches, should take into consideration the contrast of lettering and background colors, and should be externally illuminated.
- 4) STREET ELEMENTS. The community should work with GDOT to encourage increased pavement markings standards, brighter stop lights, and larger and/or easily readable letters for street names/street signs.
- 5) STREET WIDTH. Street width and right-of-way easement requirements should take into consideration the necessary width of roadways through low-traffic, residential neighborhoods. Large road widths can interrupt the benefits of high-density neighborhoods and the safety of pedestrians who cross the street.
- 6) TRANSPORTATION. Safe and nearby pedestrian walkways/trailways, bikeways, and public transit should be created to increase a residence's visitability and aid in transportation accessibility for individuals without motor vehicle access.

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**CHAPTER X – HISTORIC PRESERVATION****Sec. 10.01 – HISTORIC PRESERVATION**

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**1) Purpose**

- a) In support and furtherance of its findings and determination that the historical, cultural and aesthetic heritage of the City of Villa Rica is among its most valued and important assets and that the preservation of this heritage is essential to the promotion of the health, prosperity and general welfare of the people;
- b) In order to stimulate revitalization of the business districts and historic neighborhoods and to protect and enhance local historic and aesthetic attractions to tourists and thereby promote and stimulate business;
- c) In order to enhance the opportunities for federal or state tax benefits under relevant provisions of federal or state law; and
- d) In order to provide for the designation, protection, preservation and rehabilitation of historic properties and historic districts and to participate in federal or state programs to do the same;
- e) The Villa Rica City Council hereby declares it to be the purpose and intent of this Ordinance to establish a uniform procedure for use in providing for the protection, enhancement, perpetuation and use of places, districts, sites, buildings, structures, objects, and landscape features having a special historical, cultural or aesthetic interest or value, in accordance with the provisions of the Ordinance.

**2) Definitions.**

- a) **Building** – A building is a structure created to shelter any form of human activity, such as a house, barn, church, hotel or similar structure. Building may refer to a historically related complex such as a courthouse and jail or a house and barn.
- b) **Certificate of Appropriateness** – Means a document evidencing approval by the Historic Preservation Commission of an application to make a material change in the appearance of a designated historic property or of a property located within a designated historic district.
- c) **Exterior Architectural Features** – Means the architectural style, general design and general arrangement of the exterior of a building, structure or object, including but not limited to the kind or texture of the building material and the type and style of all windows, doors, signs and other appurtenant architectural fixtures, features, details or elements relative to the foregoing.
- d) **Exterior Environmental Features** – Means all those aspects of the landscape or the development of a site which affect the historic character of the property.
- e) **Historic District** – Means a geographically definable area, possessing a significant concentration, linkage, or continuity of sites, buildings, structures or objects united by past events or aesthetically by plan or physical development. A district may also comprise individual elements separated geographically but linked by association or history. A Historic District shall further mean an area designated by the Villa Rica City Council as a Historic District pursuant to the criteria established in *Subsection 10.01(4)b* of this Ordinance.

- f) Historic Property – Means an individual building, structure, site, or object including the adjacent area necessary for the proper appreciation thereof designated by the Villa Rica City Council as a historic property pursuant to the criteria established in *Subsection 10.01(4)c* of this Ordinance.
  - g) Material Change in Appearance – Means a change that will affect either the exterior architectural or environmental features of a historic property or any building, structure, site, object, or landscape feature within a historic district, such as:
    - i) A reconstruction or alteration of the size, shape or façade of a historic property, including relocation of any doors or windows or removal or alteration of any architectural features, details or elements;
    - ii) Demolition or relocation of a historic structure;
    - iii) Commencement of excavation for construction purposes;
    - iv) A change in the location of advertising visible from the public right-of-way; or
    - v) The erection, alteration, restoration or removal of any buildings or other structure within a historic property or district, including walls, fences, steps and pavements, or other appurtenant features, except exterior paint alterations.
  - h) Object – An object is a material thing of functional, aesthetic, cultural, historical or scientific value that may be, by nature or design, movable yet related to a specific setting or environment.
  - i) Site – A site is the location of a significant event, a prehistoric or historical occupation or activity, or a building or structure, whether standing, ruined, or vanished, where the location itself maintains historical or archaeological value regardless of the value of any existing structure.
  - j) Structure – A structure is a work made up of interdependent and inter-related parts in a definite pattern of organization. Constructed by man, it is often an engineering project large in scale.
- 3) Creation of a Historic Preservation Commission
- a) Creation of the Commission:
    - i) There is hereby created a commission whose title shall be “VILLA RICA HISTORIC PRESERVATION COMMISSION” (hereinafter “Commission”)
  - b) Commission Position within the City Government:
    - i) The Commission shall be part of the planning functions of the City of Villa Rica.
  - c) Commission Members: Number, Appointment, Terms and Compensation:
    - i) The Commission shall consist of not more than six (6) members nor less than three (3) appointed by the Mayor and ratified by the City Council. All members shall be residents of City of Villa Rica and shall be persons who have demonstrated special interest, experience or education in history, architecture or the preservation of historic resources. To the extent available in the City, at least three (3) members shall be appointed from among professionals in the disciplines of architecture, history, architectural history, planning, archaeology or related professions.
    - ii) Members shall serve three-year terms. In order to achieve staggered terms, initial appointments shall be: one (1) member for one (1) year; two (2) members for two (2) years; and two (2) members for three (3) years. Members shall not receive a salary, although they may be reimbursed for expenses.

- d) Statement of Commission's Power:
  - i) The Preservation Commission shall be authorized to:
    - (1) Prepare and maintain an inventory of all property within the City of Villa Rica having the potential for designation as historic property;
    - (2) Recommend to the Villa Rica City Council specific districts, sites, buildings, structures, or objects to be designated by ordinance as historic properties or historic districts;
    - (3) Review application for Certificates of Appropriateness, and grant or deny same in accordance with the provisions of this Ordinance;
    - (4) Recommend to the Villa Rica City Council that the designation of any district, site, building, structure or object as a historic property or as a historic district be revoked or removed;
    - (5) Recommend the restoration or preservation of any historic properties acquired by the City of Villa Rica;
    - (6) Promote the acquisition by the City of Villa Rica of façade easements and conservation easements, as appropriate, in accordance with the provisions of the *Georgia Uniform Conservation Easement Act of 1992 (O.C.G.A., Section 44-10, 1 through 5)*
    - (7) Conduct educational programs on historic properties located within the City and on general historic preservation activities;
    - (8) Make such investigation and studies of matters relating to historic preservation, including consultation with historic preservation experts, the Villa Rica City Council or the Commission itself may, from time to time, deem necessary or appropriate for the purposes of preserving historic resources;
    - (9) Seek out local, state, federal or private funds for historic preservation, and make recommendations to the Villa Rica City Council concerning the most appropriate uses of any funds acquired;
    - (10) Submit to the Historic Preservation Division of the Department of Natural Resources a list of historic properties of historic districts designated;
    - (11) Perform historic preservation activities as the official agency of the City of Villa Rica historic preservation program;
    - (12) Recommend the contracting of technical professionals, if necessary, to carry out the responsibilities of the Commission, dependent on budgetary appropriations;
    - (13) Receive donations, grants, funds, or gifts of historic property and acquire and sell historic properties. The Preservation Commission shall not obligate the City of Villa Rica without prior consent.
    - (14) Review and make comments to the Historic Preservation Division of the Department of Natural Resources concerning the nomination of properties within its jurisdiction to the National Register of Historic Places; and
    - (15) Participate in private, state and federal historic preservation programs and with the consent of the Villa Rica City Council, enter into agreements to do the same.
- e) Commission's Power to Adopt Rules and Standards:
  - i) The Preservation Commission shall adopt rules and standards for the transaction of its business and for consideration of application for designation of Certificates of Appropriateness, such as by-laws, removal of membership provision, and design guidelines and criteria. The

Preservation Commission shall have the flexibility to adopt rules and standards without amendment to this Ordinance. The Commission shall provide for the time and place of regular meetings and a method for the calling of special meetings. The Commission shall select such officers as it deems appropriate from among its members. A quorum shall consist of a majority of the members.

- f) Conflict of Interest:
  - i) Commission shall be subject to all conflict of interest laws set forth in Georgia Statutes and in the City of Villa Rica Charters.
- g) Commission's Authority to Receive Funding from Various Sources:
  - i) The Commission shall have the authority to accept donations and shall ensure that these funds do not displace appropriated governmental funds.
- h) Records of Commission Meetings:
  - i) A public record shall be kept of the Commission resolution, proceedings and actions.
- i) City Staffing for the Historic Preservation Commission:
  - i) The Director of Community Development shall appoint a staff delegate to provide technical and administrative assistance to the Commission. This staff appointee shall remain an employee to the City, and support of the Historic Preservation Commission shall be an ancillary function to the appointee's primary job responsibilities.
  - ii) Staff availability to the Commission will be dictated by formal applications for a Certificate of Appropriateness filed with the Community Development Department.
  - iii) Requests for technical assistance from staff or hired consultants shall be requested by the Commission and approved, denied, or programed based on the availability of department funding, and the availability of staff beyond the appointee's primary job responsibilities.
  - iv) Absent a formal application filed with the City, the Commission may request a Special Called Meeting to discuss strategic planning, and rules and policies of the Commission. However, staff availability may be limited, and no official action shall be taken by the Commission until a formal meeting has been scheduled by the City.
- 4) Recommendation and Designation of Historic Districts and Properties
  - a) Preliminary Research by the Commission:
    - i) Commission's Mandate to Conduct a Survey of Local Historical Resources: The Commission shall compile and collect information and conduct surveys of historic resources within the City of Villa Rica.
    - ii) Commission's Power to Recommend Districts and Buildings to the Villa Rica City Council for Designation: The Commission shall present to the Villa Rica City Council recommendations for historic districts and properties.
    - iii) Commission's Documentation of Proposed Designation: Prior to the Commission's recommendation of a historic district or historic property to the Villa Rica City Council for designation, the Commission shall prepare a Report for Nomination consisting of:
      - (a) a physical description;
      - (b) a statement of the historical, cultural, architectural and/or aesthetic significance;



- (c) a map showing district boundaries and classification, i.e. contributing, non-contributing, of individual properties therein, or showing boundaries of individual historic properties; and
  - (d) representative photographs.
- b) Designation of a Historic District:
  - i) Criteria for selection of historic district: A historic district is a geographically definable area, which contains buildings, structures, sites, objects, and landscape features or a combination thereof, which:
    - (1) has special character or special historic/aesthetic value or interest;
    - (2) represents one or more periods, styles or types of architecture typical of one or more eras in the history of the municipality, county, state or region; and
    - (3) causes such area, by reason of such factors, to constitute a visibly perceptible section of the municipality.
  - ii) Boundaries of a Historic District: Boundaries of a Historic District shall be included in the separate ordinances designating such districts and shall be shown on the Official Zoning Map of the City of Villa Rica, or in the absence of zoning, on an official map designated as a public record.
  - iii) Evaluation of properties within Historic District: Individual properties within historic districts shall be classified as:
    - (1) Contributing (contributes to the district); or
    - (2) Non-contributing (does not contribute to the district).
- c) Designation of a Historic Property:
  - i) A historic property is a building, structure, site, or object; including the adjacent area necessary for the proper appreciation or use thereof, which:
    - (1) Criteria for selection of Historic Properties: A historic property is a building, structure, site, or object; including the adjacent area necessary for the proper appreciation or use thereof, deemed worthy of preservation by reason of value to the City of Villa Rica, the region or the State of Georgia for one of the following reasons:
      - (a) it is an outstanding example of a structure representative of its era;
      - (b) it is one of the few remaining examples of a past architectural style;
      - (c) it is a place or structure associated with an event or persons of historic or cultural significance to the City of Villa Rica, State of Georgia, or the region; or
      - (d) it is the site of natural or aesthetic interest that is continuing to contribute to the cultural or historical development and heritage of the municipality, county, state or region.
- d) Requirements for Adopting an Ordinance for the Designation of Historic Districts and Historic Properties:
  - i) Application for Designation of Historic Districts of Property: Designations may be proposed by the Villa Rica City Council, the Commission, or:
    - (1) for historic districts – a historical society, neighborhood association or group of property owners may apply to the Commission for designation;

- (2) for historic properties – a historical society, neighborhood association or property owner may apply to the Commission for designation.
- ii) Required Components of a Designation Ordinance: Any ordinance designating any property or district as historic shall:
  - (1) list each property in a proposed historic district or describe the proposed individual historic property;
  - (2) set forth the name(s) of the owner(s) of the designated property or properties;
  - (3) require that a Certificate of Appropriateness be obtained from the Commission prior to any material change in appearance of the designated property; and
  - (4) require that the property or district be shown on the Official Zoning Map of the City of Villa Rica and be kept as a public record to provide notice of such designation.
- iii) Require Public Hearings: The Commission or the Villa Rica City Council shall hold a public hearing on any proposed ordinance for the designation of any historic district or property. Notice of the hearing shall be published in at least three (3) consecutive issues in the principle newspaper of local circulation, and written notice of the hearing shall be mailed by the Commission to all owners and occupants of such properties. All such notices shall be published or mailed not less than ten (10) nor more than twenty (20) days prior to the date set for the public hearing. A notice sent via the United States mail to the last-known owner of the property shown on the City tax digest and a notice sent via attention of the occupant shall constitute legal notification to the owner and occupant under this ordinance.
- iv) Notification of Historic Preservation Division: No less than thirty (30) days prior to making a recommendation on any ordinance designating a property or district as historic, the Commission must submit the report, required in *Subsection 4(a)(3)* above, to the Historic Preservation Division of the Department of Natural Resources.
- v) Recommendations on Proposed Designations: A recommendation to affirm, modify or withdraw the proposed ordinance for designation shall be made by the Commission within fifteen (15) days following the Public Hearing and shall be in the form of a resolution to the Villa Rica City Council.
- vi) The Villa Rica City Council Actions on the Commission's Recommendation: Following receipt of the Commission recommendation, the Villa Rica City Council may adopt the ordinance as proposed, may adopt the ordinance with any amendments they deem necessary, or reject the ordinance.
- vii) Notification of Adoption of Ordinance for Designation: Within thirty (30) days following the adoption of the ordinance for designation by the Villa Rica City Council, the owners and occupants of each designated historic property, and the owners and occupants of each structure, site or work of art located within a designated historic district, shall be given written notification of such designation by the Villa Rica City Council, which notice shall apprise said owners and occupants of the necessity of obtaining a Certificate of Appropriateness prior to undertaking any material change in appearance of the historic property designated or within the historic district designated. A notice sent via the United States mail to the last-known owner of the property shown on the City tax digest and a notice sent via United States Mail shall constitute legal notification to the owner and occupant under this ordinance.

- viii) Notification of Other Agencies Regarding Designation: The Commission shall notify all necessary agencies within the City of Villa Rica of the ordinance for designation.
  - ix) Moratorium on Applications for Alteration or Demolition while Ordinance for Designation is Pending: If an ordinance for designation is being considered, the Commission shall have the power to freeze the status of the involved property.
- 5) Application to Preservation Commission for Certificate of Appropriateness
- a) Approval of Material Change in Appearance in Historic Districts or Involving Historic Properties:
    - i) After the designation by ordinance of a historic property of a historic district, no material change in the appearance of such historic property, or of a contributing or non-contributing building, structure, site or object within such historic district, shall be made or be permitted to be made by the owner or occupant thereof, unless or until the application for a Certificate of Appropriateness has been submitted to and approved by the Commission. A Building Permit shall not be issued without a Certificate of Appropriateness.
  - b) Submission of Plans to Commission:
    - i) An Application for a Certificate of Appropriateness shall be accompanied by such drawings, photographs, plans and documentation as may be required by the Commission.
  - c) Interior Alterations:
    - i) In its review of applications for Certificates of Appropriateness, the Commission shall not consider interior arrangement or use having no effect on exterior architectural features.
  - d) Technical Advice:
    - i) The Commission shall have the power to seek technical advice from outside its members on any application.
  - e) Public Hearings on Applications for Certificates of Appropriateness, Notices, and Right to Be Heard:
    - i) The Commission shall hold a public hearing at which each proposed Certificate of Appropriateness is discussed. Notice of the hearing shall be published in the principal newspaper of local circulation in the city and written notice of the hearing shall be mailed by the Commission to all owners and occupants of the subject property. The written and published notice shall be provided in the same manner and time frame as notices are provided before a Public Hearing for Rezoning.
    - ii) The Commission shall give the property owner and/or applicant an opportunity to be heard at the Certificate of Appropriateness hearing.
  - f) Acceptable Commission Reaction to Applications for Certificate of Appropriateness:
    - i) Evaluation Resources: The Commission may evaluate an application for a Certificate of Appropriateness using the *Villa Rica Design Guidelines for Historic Districts and Sites*, adopted on July 9, 2019; *Villa Rica Sign Ordinance, Chapter 4: Downtown District Sign Regulations*, adopted July 23, 2019; or other historical resource as documented or conveyed.
    - ii) Commission Action: The Commission may approve the Certificate of Appropriateness as proposed, approve the Certificate of Appropriateness with any modifications it deems necessary, or reject it.
      - (1) The Commission shall approve the application and issue a Certificate of Appropriateness if it finds that the proposed material change(s) in the appearance would not have a substantial adverse effect on the aesthetic, historic, or architectural significance and value

of the historic property or the historic district. In making this determination, the Commission shall consider, in addition to any other pertinent factors, the following criteria for each of the following acts:

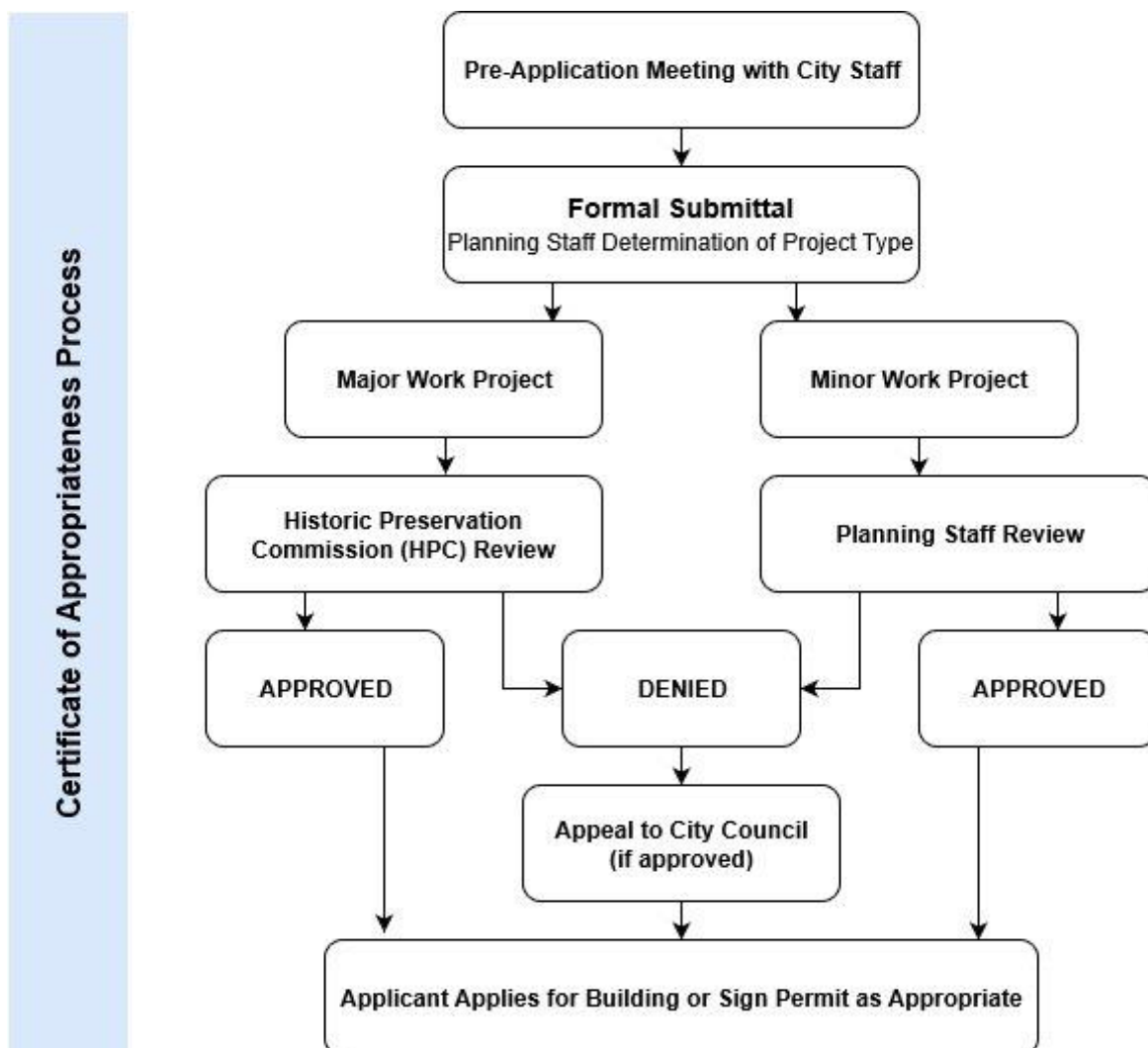
- (a) Reconstruction, Alteration, New Construction or Renovation: The Commission shall issue Certificates of Appropriateness for the above proposed actions if those actions conform in design, scale, building materials, setback and site features and to the Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings.
- (b) Relocation: A Decision by the Commission approving or denying a Certificate of Appropriateness for the relocation of a building, structure, or object shall be guided by:
  - (i) the historic character and aesthetic interest the building, structure or object contributes to its present setting.
  - (ii) whether there are definite plans for the area to be vacated and what the effect of those plans on the character of the surrounding area will be.
  - (iii) whether the building, structure or object can be moved without significant damage to its physical integrity.
  - (iv) whether the proposed relocation area is compatible with the historical and architectural character of the building, structure, site or object.
- (c) Demolition: A decision by the Commission approving or denying a Certificate of Appropriateness for the demolition of buildings, structures, sites, trees judged to be 50 years old or older, or objects shall be guided by:
  - (i) the historic, scenic or architectural significance of the building, structure, site, tree or object.
  - (ii) the importance of the building, structure, site, tree, or object to the ambiance of a district.
  - (iii) the difficulty or the impossibility of reproducing such a building, structure, site, tree, or object because of its design, texture, material, detail, or unique location.
  - (iv) whether the building, structure, site, tree, or object is one of the last remaining examples of its kind in the neighborhood or the city.
  - (v) whether there are definite plans for use of the property if the proposed demolition is carried out, and what the effect of those plans on the character of the surrounding area would be.
  - (vi) whether reasonable measures can be taken to save the building, structure, site, tree, or object from collapse.
  - (vii) whether the building, structure, site, tree, or object is capable of earning reasonable economic return on its value.

- g) Undue Hardship:
  - i) When, by reason of unusual circumstances, the strict application of any provision of this Ordinance would result in the exceptional practical difficulty or undue economic hardship upon any owner of a specific property, the Commission, in passing upon applications, shall have the power to vary or modify strict provisions, so as to relieve such difficulty or hardship; provided such variances, modifications interpretations shall remain in harmony with the general purpose and intent of said provisions, so that the architectural or historical integrity, or character of the property, shall be conserved and substantial justice done. In granting variances, the commission may impose such reasonable and additional stipulations and conditions as will, in its judgment, best fulfill the purpose of this Ordinance. An undue hardship shall not be a situation of the persons own making.
- h) Deadline for Approval or Rejection of Application for Certificate of Appropriateness:
  - i) The Commission shall approve or reject an application for a Certificate of Appropriateness within forty-five (45) days after the filing thereof by the owner or occupant of a historic property, or of a building structure, site, or object located within a historic district. Evidence of approval shall be by a Certificate of Appropriateness issued by the Commission. Notice of the issuance or denial of a Certificate of Appropriateness shall be sent by United States mail to the applicant and all other persons who have requested such notice in writing filed with the Commission.
  - ii) Failure of the Commission to act within said forty-five (45) days shall constitute approval, and no other evidence of approval shall be needed.
- i) Necessary Action to be Taken by Commission upon Rejection of Application for Certificate of Appropriateness:
  - i) In the event the Commission rejects an application, it shall state its reasons for doing so, and shall transmit a record of such actions and reasons, in writing, to the applicant. The Commission may suggest alternative courses of action it thinks proper if it disapproves of the application submitted. The applicant, if he or she so desires, may make modifications to the plans and may resubmit the application at any time after doing so.
  - ii) In cases where the application covers a material change in the appearance of a structure which would require the issuance of a building permit, the rejection of the application for a Certificate of Appropriateness by the Commission shall be binding upon the building inspector or other administrative officer charged with issuing building permits and, in such a case, no building permit shall be issued.
- j) Requirement of Conformance with Certificate of Appropriateness:
  - i) All work performed pursuant to an issued Certificate of Appropriateness shall conform to the requirements of such certificate. In the event work is performed not in accordance with such certificate, the Commission shall issue a cease and desist order and all work shall cease.
  - ii) The Commission and the Villa Rica City Council shall be authorized to institute any appropriate action or proceeding in a court of competent jurisdiction to prevent any material change in appearance of a designated historic property or historic district, except those changes made in compliance with the provisions of this ordinance or to prevent any illegal act or conduct with respect to such historic property or historic district.

- k) Certificate of Appropriateness Void if Construction Not Commenced:
    - i) A Certificate of Appropriateness shall become void unless construction is commenced within six (6) months of date of issuance. A Certificate of Appropriateness shall be issued for a period of eighteen (18) months and is renewable.
  - l) Recording an Application for Certificate of Appropriateness:
    - i) The Commission shall keep a public record of all applications for Certificates of Appropriateness, and or all the Commission's proceedings in connection with said application.
  - m) Acquisition of Property:
    - i) The Commission may, where such action is authorized by the Villa Rica City Council and is reasonably necessary or appropriate for the preservation of a unique historic property, enter into negotiations with the owner for the acquisition by gift, purchase, exchange, or otherwise, to the property or any interest therein.
  - n) Appeals:
    - i) Any person adversely affected by any determination made by the Commission relative to the issuance or denial of a Certificate of Appropriateness may appeal such determination to the Villa Rica City Council. Any such appeal must be filed with the Villa Rica City Council within fifteen (15) days after the issuance of the determination pursuant to *Section 11.11 – Administrative Appeals Procedure* of this Ordinance or, in the case of a failure of the Commission to act, within fifteen (15) days of the expiration of the forty-five (45) day period allowed for the Commission action. Appeals for properties within the City of Villa Rica shall be made to the Villa Rica City Council. The Villa Rica City Council may approve, modify, or reject the determination made by the Commission, if the governing body finds that the Commission abused its discretion in reaching its decision. Appeals from decisions of the Villa Rica City Council may be taken to the Superior Court of Carroll or Douglas Counties County in the manner provided by law for appeals from conviction for the City of Villa Rica ordinance violations.
- 6) Maintenance of Historic Properties and Building and Zoning Code Provisions
- a) Ordinary Maintenance or Repair:
    - i) Ordinary Maintenance or repair of any exterior architectural or environmental feature in or on a historic property to correct deterioration, decay, or to sustain the existing form, and that does not involve a material change in design, material or outer appearance thereof, does not require a Certificate of Appropriateness.
  - b) Failure to Provide Ordinary Maintenance or Repair:
    - i) Property owners of historic properties or properties within historic districts shall not allow their buildings to deteriorate by failing to provide ordinary maintenance or repair. The Commission shall be charged with the following responsibilities regarding deterioration by neglect.
      - (1) The Commission shall monitor the condition of historic properties and existing buildings in historic districts to determine if they are being allowed to deteriorate by neglect. Such conditions as broken windows, doors and exterior openings which allow the elements and vermin to enter, or the deterioration of a buildings structural system shall constitute failure to provide ordinary maintenance or repair.

- (2) In the event the Commission determines a failure to provide ordinary maintenance or repair, the Commission will notify the owner of the property and set forth the steps which need to be taken to remedy the situation. The owner of such property will have thirty (30) days in which to do this.
  - (3) In the event that the condition is not remedied in thirty (30) days, the owner shall be punished as provided in *Chapter XII: Violations and Enforcement* of this Ordinance and, at the direction of the Villa Rica City Council; the Commission may perform such maintenance or repair as is necessary to prevent deterioration by neglect. The owner of the property shall be liable for the cost of such maintenance and repair performed by the Commission.
- c) Affirmation of Existing Building and Zoning Codes:
- i) Nothing in this Ordinance shall be constructed as to exempt property owners from complying with existing City building and zoning codes, nor prevent any property owner from making any use of this property not prohibited by other statutes, ordinances or regulations.
- 7) Penalty Provisions
- a) Violations of any provisions of this Ordinance shall be punished in the same manner as provided for punishment of violations of validly enacted Ordinances of the City of Villa Rica.

Figure 10.1: Certificate of Appropriateness Process





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**CHAPTER XI – PETITIONS, PERMITS, AND PROCEDURES****Sec. 11.01 – PURPOSE**

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This chapter contains procedures for processing petitions and permits required for development.

**Sec. 11.02 – APPLICATION AND PERMIT TYPES**

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- 1) PETITIONS AND PERMITS. The petitions and permits include:
  - a) Development Plan Approval
  - b) Development Standards Variance
  - c) Special Exception Permit
  - d) Administrative Appeal
  - e) Zoning Map Amendment (“rezoning”)
  - f) Comprehensive Plan Amendments, including amendment to the Future Development Map
  - g) Land Disturbance Permit (note: a building permit may also be required consistent with the provisions of the Villa Rica Building Code)
  - h) Zoning Compliance Certificate
  - i) Certificate of Occupancy
  - j) Sign Permit
  - k) Sexually Oriented Business Permit
- 2) APPLICATION MATERIALS. All applications may be obtained from the Community Development department. Fees shall be paid at the time all petition applications are submitted and at the time all permits are issued as specified in each individual procedure.
  - a) All applications shall be made on forms provided by the Community Development department. Copies, necessary plans, and attachments shall be submitted as required by the adopted policies of the Director and the applicable rules of Procedure, as amended, of the Planning & Zoning Commission and City Council.
  - b) Scheduling. All applications shall be assigned reference and/or docket numbers by the Director, or designee.
    - i) Petition Applications. Petition applications shall be scheduled by the Director, or designee, for the appropriate public hearings based on the completeness of the application consistent with the requirements of this chapter and the appropriate adopted Calendars of Filing and Meeting dates for the Council and/or Planning & Zoning Commission.
    - ii) Order of Action Taken. Action shall be taken on all applications in the order in which they were received.

**Sec. 11.03 – CONCEPTUAL DEVELOPMENT PLAN REVIEW AND APPROVAL**

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- 1) **PURPOSE.** The purpose of this chapter is to identify a procedure for the review and approval of development plans.
- 2) **APPLICABILITY.** With the exception of a request to rezone, the Development Plan Review process may occur concurrently with any other Planning & Zoning Commission review process. This review shall be completed within the procedures set forth in this section and all other applicable sections of this ordinance.
  - a) Conceptual Development Plan Review Required. The following list identifies the types of projects that require development plan review:
    - i) New construction and site development for multifamily, commercial, institutional or industrial uses, non-residential subdivision (shopping center or office park), or a project involving a planned unit development (PUD) that does not require a plat.
    - ii) A project where the conversion of a structure to a permitted use is being considered and where no exterior construction or site development is planned. Use conversions requiring Development Plan Review include changes from one of the following categories to another:
      - (1) Residential to commercial or industrial;
      - (2) Commercial to multifamily or industrial;
      - (3) Industrial to multifamily or commercial; and
      - (4) Single or two-family to multifamily or commercial.
    - iii) A project where an existing multifamily, commercial, or industrial use is proposing an addition or expansion of the structure or the site that will have at least one or more of the following effects:
      - (1) Alteration of traffic flows and/or volumes because of changes in ingress or egress or changes within the site;
      - (2) Alteration of on-site parking facilities by more than thirty-five (35%) percent; and
      - (3) Addition to a structure that increases the floor area thirty-five (35%) percent or more of the existing structure.
    - iv) The construction of public or private off-street parking areas in districts where they are permitted as set forth in this ordinance.
  - b) Modifications. The Director shall have the authority to exempt requirements for a development plan, or exempt the development plan all together, if no physical or minimal change to property or structures on the property is occurring.
- 3) **GENERAL STANDARDS OF REVIEW.** Development plans shall be reviewed taking into account the following standards:
  - a) Compatibility with surrounding land uses.
  - b) Consistency with the Comprehensive Plan.

- c) Compliance with all applicable requirements of this ordinance.
  - d) Availability of sanitary sewer, water, storm water drainage, and any other utilities as deemed necessary.
  - e) Management of traffic in a manner favorable to the health, safety, convenience, and harmonious development of the community, with particular emphasis on the following factors:
    - i) The design and location of proposed street and highway access points and sidewalks to minimize safety hazards and congestion.
    - ii) The capacity of adjacent existing streets and highways and sidewalks to safely and efficiently handle traffic projected to be generated by the proposed development.
    - iii) The coordination of entrances, streets, sidewalks, and internal traffic circulation facilities in the development plan with existing and planned streets and adjacent developments.
    - iv) Other factors provided for in this ordinance.
- 4) CONCEPTUAL DEVELOPMENT PLAN REVIEW PROCEDURE.
- a) Overview. The Development Plan Review Process consists of five (5) major steps in the following order:
    - i) Preliminary meeting with staff;
    - ii) Submittal of the Conceptual Development Plan;
    - iii) Technical Advisory Committee (TAC) review;
    - iv) Planning & Zoning Commission approval; and
    - v) Submission of the Final Plat which serves as the construction drawings and administrative approval.
  - b) Application and Meeting with Staff. The applicant shall first set up a meeting with staff to discuss submittal of a Preliminary and to obtain a schedule, guidance and requirements for submittal.
  - c) Conceptual Development Plan Application. The Conceptual Development Plan submittal shall include the following items:
    - i) Application Form. This application form, when completed will contain general information including the name and location of the proposed development, as well as the identification of all the property owners, the parcel number (part of or all of the parcel), and must be signed by the property owner(s) or include written authorization for an agent.
    - ii) Application Fee. The Conceptual and Final Plat applications must be accompanied by the payment of a fee as established by *Section 11.15 – Fees*. No application will be considered complete unless accompanied by a fee payment. All fees are nonrefundable, regardless of the outcome of the application.
    - iii) Application Material Format. All drawings shall be provided in both hard copy and digital format in a manner specified on the application or by the Director.

- iv) Conceptual Development Plan Contents. The applicant shall submit the required number of copies as specified in the application and the applicant shall follow procedures for distribution of required plans to the Technical Advisory Committee (TAC) members prior to the regularly scheduled meeting. The plan shall include:
  - (1) An accurate, up-to-date and certified survey of the property on which the project is to be built.
  - (2) A vicinity map showing the property in relation to the general area of the City in which it is located.
  - (3) The name of the proposed project.
  - (4) Name, address, phone number, and fax number of the owner, the developer and the designer who prepared the plan.
  - (5) Graphic scale, north arrow, and date of preparation.
  - (6) Zoning of the property with required setbacks shown.
  - (7) Zoning, use, and ownership of all adjoining property.
  - (8) Total area of the site and the area of the site proposed to be devoted to impervious surfaces.
  - (9) Approximate topography of the site.
  - (10) Significant natural features on and adjacent to the site, including the 100-year flood-plain, if appropriate.
  - (11) Existing man-made features on the site.
  - (12) Proposed site layout including buildings, drives, parking, walkways, landscaped areas, buffer easements, utilities and any other features necessary to properly present the concept.
  - (13) Proposed off-site improvements which may be necessary to properly develop site.
  - (14) Architectural elevations to show the intended architectural character of the proposed building and the nature of the materials to be used.
  - (15) If the site plan is for an addition to or change in an existing site plan, the drawings must clearly show the changes that are being proposed.
  - (16) Provide vehicular use area landscaping requirements.
- v) Special Studies Required. In the event that the Planning & Zoning Commission feels that additional information is necessary in order to make its decision, it may instruct the applicant or City Staff to conduct additional studies or seek expert advice. The cost of such studies shall be the responsibility of the applicant.
  - (1) Transportation Impact Studies. If a traffic study is necessary, it shall address the impact of the proposed development on all adjacent streets and intersections. The applicant shall reference the *Georgia Department of Transportation Design Traffic Forecasting Manual, Revision 1.4*, as may be amended from time to time in the development of the traffic study.
  - (2) Fiscal Impact Analysis. New residential development of more than one-hundred fifty (150) units shall be required to submit a Fiscal Impact Analysis to determine the impact

- of new residents on the area with regard to police protection, fire protection, utility service, educational facilities, and other applicable factors.
- (3) Any necessary approval by federal, state, or other local agencies shall be included on their official forms and signed by the proper authority. These approvals may include, but are not limited to the following:
- (a) Federal Agencies
    - (i) Federal Communications Commission
    - (ii) Federal Aviation Administration
    - (iii) Federal Emergency Management Agency
    - (iv) Army Corps of Engineers
    - (v) Environmental Protection Agency
  - (b) State Agencies
    - (i) Georgia Environmental Protection Division
    - (ii) Georgia Department of Natural Resources
    - (iii) Georgia Department of Transportation
    - (iv) Georgia State Department of Health
  - (c) Local Agencies
    - (i) County Fire Rescue
    - (ii) County Health Department
  - (d) Utility Companies
    - (i) Public or private utilities for power, sanitary sewer or water services
- vi) If applicable, include a letter of intent indicating that the applicant wishes to construct a model home prior to recording. The letter of intent must include the proposed lot number on which the model home will be constructed. a maximum of five (5) model homes may be permitted per development for single-family residential development and a maximum of four (4) units per multifamily development and a Certificate of Occupancy will not be issued for the model home until the subdivision or section thereof has been properly recorded. Certain necessary improvements may be required of the developer prior to issuance of the building permit.
- d) Technical Advisory Committee (TAC) Review. Once the submittal for the conceptual development plan is deemed complete, the applicant shall appear at the regularly scheduled Technical Advisory Committee (TAC) to discuss the proposed project and receive comments from several City departments on the proposed project. The applicant may be required to submit a revised Development Plan prior to the preparation of packets for Planning & Zoning Commission members. The TAC shall review the Preliminary Plan to determine if it is:
- i) Consistent with the intent and purpose of this ordinance;
  - ii) Whether the proposed development advances the general welfare of the community and neighborhood; and
  - iii) Whether the benefits, combination of various land uses, and the interrelationship with the land uses in the surrounding area justify the deviation from standard district regulations.

- iv) The TAC shall prepare a summary of project compliance with the ordinance for presentation at the Planning & Zoning Commission hearing.
- e) Planning & Zoning Commission Hearing. The Planning & Zoning Commission hearing shall be conducted in accordance with the Planning & Zoning Commission Rules of Procedure, as amended.
  - i) Possible Action. Action by the Planning & Zoning Commission shall comply with the Planning & Zoning Commission Rules of Procedure, as amended. The Planning & Zoning Commission shall approve, approve with modifications, deny, or continue the Development Plan application.
    - (1) The Planning & Zoning Commission may impose conditions on the approval of a Development Plan if the conditions are necessary to satisfy the requirements and intent of this ordinance. Accepted conditions shall become written commitments which shall be recorded by the applicant before any construction activity commences.
- f) Final Plat Submittal. The Planning & Zoning Commission's approval of the Conceptual Development Plan shall be necessary before an applicant may obtain a Final Plat approval. The Director and the Technical Advisory Committee shall be responsible for review of the Final Plat (construction drawings) submittal which shall include the following items:
  - i) General vicinity map;
  - ii) Property boundary lines including any easements and a legal description;
  - iii) Elevation marks and contours as appropriate;
  - iv) Benchmarks;
  - v) Traffic and circulation plan;
  - vi) Pedestrian circulation plan or trail plan, if applicable.
  - vii) Adjacent streets;
  - viii) Parking and loading plan in accordance with *Section 7.02 – Off-Street Parking and Loading*;
  - ix) Utilities plan showing existing and proposed location and sizes;
  - x) Landscape plan indicating plant types, number, location, size and method of installation and in accordance with *Section 7.05 – Landscaping Standards*;
  - xi) Grading and surface drainage plan in accordance with the requirements of the Subdivision Control ordinance and the Stormwater ordinance;
  - xii) Signage plan showing location, sign faces, representations, and size in accordance with the *Villa Rica Sign Ordinance*;
  - xiii) Final lighting plan in accordance with *Section 7.12 – Outdoor Lighting*;
  - xiv) Open space and recreation plan;
  - xv) Refuse/trash storage areas;
  - xvi) Proposed improvements showing location, dimensions and configuration of existing and proposed buildings/structures and uses.



- xvii) Architectural Plan. The applicant must submit one (1) copy of an architectural plan of the proposed project showing exterior elevations, floor plans and building materials used (facade and roof). If exterior elevations are not available, reasonable graphic representations may be submitted;
  - xviii) A State Plan release is also required for multifamily, residential and non-residential (commercial and industrial) projects. In no way will a Development Plan review be construed as a substitute or a waiver for these other required permits.
  - xix) Plat-like Dedication Sheet, if necessary. The following information shall be submitted for easements and rights-of-way if deemed necessary by the Planning & Zoning Commission or its authorized designee:
    - (1) Parcels of land proposed to be dedicated or reserved for public use, or reserved for common use of all property owners within the project, with the proposed conditions and maintenance requirements, if any, shall be designated as such and clearly labeled on the plans;
    - (2) Radii, internal angles, points of curvature; tangent bearings and lengths of all arcs, chord, and chord bearings; and
    - (3) Accurate location of all survey monuments erected, corners and other points established in the field in their proper places;
  - xx) The schedule of any phasing of the project; and
  - xxi) A development summary indicating lot area, building square footage, lot coverage, building height, size of dwelling units/structures, area of hard surface provided, and the number of parking spaces required and provided;
  - xxii) All drawings prepared for submission under this section must be prepared by a professional engineer, architect, or surveyor and must bear a professional seal from the State of Georgia. If, however, the Director determines that due to the simplicity of the project, a professional seal may not be required, then this requirement may be waived.
- g) Approval. After review of the Final Plat, the Director and the Technical Advisory Committee, shall make a recommendation to approve or deny the Final Plat. The Final Plat is subject to the adoption of the City Council, which may only be appealed to Superior Court in the County for which the development is located. An applicant shall have two (2) years from the date of approval to obtain a Land Disturbance Permit/Building Permit. This permit must be obtained in accordance with *Section 11.12 – Land Disturbance Permit*. Should this two (2) year period elapse without the applicant having obtained the appropriate permit, the Development Plan approval will become null and void. Should this become the case, the applicant may resubmit the application in conformance with the requirements of this chapter.
- 5) **PERFORMANCE GUARANTEE**. A performance guarantee shall be provided for any exceptions granted. A performance guarantee may be provided for certain erosion control measures as determined by the City Council.

- a) The types of performance guarantees allowed are as follows:
  - i) Completion of Improvements. All improvements not covered by a performance guarantee shall be installed in accordance with the design standards, principles, and specifications contained in these regulations and shall be inspected at such times during construction as required by these regulations;
  - ii) Performance Bond. For those improvements granted an exception from installation prior to recording, a performance bond payable to the Council in the amount equivalent to one-hundred ten (110%) percent of the estimated completion costs shall be posted by the developer prior to recording the final plat. This estimate shall be prepared by the design engineer and reviewed by the City Engineer. This performance bond shall comply with all statutory requirements and shall be satisfactory to the City Attorney as to form, sufficiency, and manner of execution;
  - iii) Cashier's Check. In lieu of such a bond, the developer may submit a cashier's check made payable to the City Council. The alternative is only available in the amount of less than ten-thousand dollars (\$10,000.00).
- b) Any performance guarantee submitted under this section shall be for a period not to exceed two (2) years. The Council may grant an extension of up to one (1) year for the completion of the improvements, based upon a request by the developer and evidence justifying the request. The Council may secure a new estimate of the cost of the improvements from the City Engineer. If the estimate has increased, the Council shall require an increase in the amount of the performance guarantee.
- c) A performance guarantee shall be deemed by the Council to be in full force and effect until the time the guarantee is released by written notice by the Council.
- d) It shall be the responsibility of the developer to keep the performance guarantee current and not allow it to expire until all improvements have been accepted by the Council. If the performance guarantee does expire, no building permits will be issued to those lots within the subdivision or section thereof which required the performance guarantee until a new guarantee is provided.
- e) Upon completion of the improvements for which a performance guarantee has been provided, the developer shall request a release of the performance guarantee from the Villa Rica Community Development department. The Community Development department will conduct an inspection of the completed improvements. If the improvements have been completed to the satisfaction of the Community Development department and if a suitable maintenance guarantee has been provided, then the Council shall release the performance guarantee. appeals of Villa Rica Community Development department decisions shall be made to the City Council.
- f) As a condition of acceptance of this improvement on release of the performance guarantee, the Council shall require the developer to post a maintenance guarantee in an amount equal to twenty-five (25%) percent of the cost of the improvements.
  - i) the maintenance guarantee shall be one (1) of the following forms:
    - (1) Maintenance Bond. This bond shall comply with all statutory requirements and shall be satisfactory to the City Attorney as to form, sufficiency and manner of execution; or

- (2) Irrevocable Letter of Credit. In lieu of such bond, the developer may submit an Irrevocable Letter of Credit. In the event an Irrevocable Letter of Credit is used, it shall be written for a minimum length of one (1) year.
- ii) The maintenance guarantee shall be for a period of three (3) years.
- 6) CONFORMANCE WITH DEVELOPMENT PLAN APPROVAL. The Planning & Zoning Commission may consider the revocation of a Development Plan approval in the event that a proposed development, which occupancy permit has not been issued, is found to be in violation of the requirements of this ordinance for the conditions attached to the approval by the Planning & Zoning Commission. Should revocation be considered, the Planning & Zoning Commission must schedule a meeting in which to consider the revocation and shall notify the original applicant or project representative of the date, time and place of the hearing at least fifteen (15) days in advance of the meeting by certified mail. In the event that the Planning & Zoning Commission decides to revoke approval, the occupancy permit may not be issued until the Planning & Zoning Commission certifies that the violation has been corrected. Where a violation involves a project where an occupancy permit has been issued, the violation shall be treated as a violation to this ordinance and be subject to the penalty as specified in *Chapter XII: Violations and Enforcement*.
- 7) STAGED DEVELOPMENT. Where a proposed Development Plan indicates a staged site development approach, the later stages of the proposed development may be constructed within ten (10) years of
- 8) the initial approval providing that the initial stage is completed in conformance with the Development Plan and that the application commenced shall be subject to the application and review requirements stated within this chapter and any additional amendments.

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#### Sec. 11.04 – WRITTEN COMMITMENTS

- 1) Rules Governing Commitments. In accordance with the *Georgia Planning Act (O.C.G.A. 45-12-200, et seq., and 50-8-1, et seq.)*, during the time when a proposal is being considered by the Planning & Zoning Commission or the City Council, the owner of a parcel of land may make a new Commitment or modify the terms of a Commitment made when the proposal was before the Planning & Zoning Commission or City Council. No further action of the Planning & Zoning Commission or Council is required for a new Commitment to be effective. If a Commitment made when the proposal was before the area Planning & Zoning Commission or Council is modified and the effect of the modification is to make the Commitment more stringent, no further action of the Planning & Zoning Commission or Council is required for the modified Commitment to be effective; however, if the effect of such a modification is to make the Commitment less stringent, then the modified Commitment must be ratified by the Planning & Zoning Commission or Council to be effective. A Commitment made or modified under this provision is subject to the following rules:
- a) Form. A commitment shall be documented on a Planning & Zoning Commission-approved Commitment Recording Form.
- b) Recording, Copies. A Commitment shall be signed by the applicant and be recorded by the Community Development department in the office of the Carroll or Douglas County recorder. It

shall take effect upon the adoption of the proposal to which it relates within thirty (30) days of approval.

- c) **Persons Bound.** Unless it is modified or terminated by the area Planning & Zoning Commission or Council in accordance with *Subsection 11.04(1)(e)* below, a recorded Commitment is binding on the owner of the parcel, a subsequent owner of the parcel, and any other person who acquires an interest in the parcel. An unrecorded Commitment is binding on the owner of the parcel who makes the Commitment. an unrecorded Commitment is binding on a subsequent owner of the parcel or a person acquiring an interest in the parcel only if the subsequent owner or person acquiring the interest has actual notice of the Commitment.
- d) **Enforcement.** Refer to *Section 12.02 – Zoning Violations*.
- e) A commitment automatically terminates if the zoning map applicable to the parcel which the commitment relates is changed.
- f) **Modification or Termination by Commission or Council.** Except for a commitment automatically terminated under *Subsection 11.04(1)(e)*, a Commitment may be modified or terminated only by a decision of the Planning & Zoning Commission or City Council made at a public hearing after notice of the hearing has been given under the Planning & Zoning Commission's or City Council rules of Procedure, as amended.
- g) During the time a rezoning proposal is being considered by the City Council, the applicant may make a new commitment or modify the terms of a commitment that was made when the proposal was being considered by the Planning & Zoning Commission.

#### **Sec. 11.05 – ZONING AND FUTURE DEVELOPMENT MAP AND TEXT AMENDMENTS**

- 1) **TEXT AMENDMENTS.** The following procedure, in accordance with the *Georgia Planning Act (O.C.G.A. 45-12-200, et seq., and 50-8-1, et seq.)*, applies to a proposal to amend or partially repeal the text of the Zoning Ordinance:
  - a) **Initiation of Proposal.** The proposal may be initiated by either:
    - i) The City Council; or
    - ii) The Planning & Zoning Commission.
  - b) **Contents of Application.** Applications for text amendments to the Zoning Ordinance shall contain the following information:
    - i) Name, address, and phone number of applicant;
    - ii) Proposed amending ordinance, approved as to form by the City Attorney;
    - iii) A statement on how the proposed amendment relates to the comprehensive plan; and
    - iv) A fee as established by the City Council.
  - c) **Notice.** The Planning & Zoning Commission shall give notice of a public hearing in accordance with the Planning & Zoning Commission Rules of Procedure, as amended.

- d) **Public Hearing by Planning & Zoning Commission.** The Planning & Zoning Commission shall schedule a public hearing within sixty (60) days after a petition is received. The hearing shall be held in accordance with the Planning & Zoning Commission Rules of Procedure, as amended.
- e) **Recommendation by Planning & Zoning Commission.** Within ten (10) business days after the Planning & Zoning Commission determines its recommendation, the Commission shall certify the proposal to the City Council with a favorable, unfavorable, or no recommendation (*O.C.G.A. 50-8-1*).
- f) **Action by City Council.** The City Council shall vote on the proposal within ninety (90) days after the Planning & Zoning Commission certifies their recommendation. The City Council may adopt, deny, or recommend a modification of the text amendment proposal. If a modification is recommended, the proposal must be returned to the Planning & Zoning Commission for a final vote of approval. If the modification is disapproved by the Planning & Zoning Commission, the proposal with modification may be adopted only after a final confirming vote by the City Council (*O.C.G.A. § 36-66-3*).
- g) **Effective Date and Referendum.** Amendments adopted by the City Council shall become effective upon adoption.

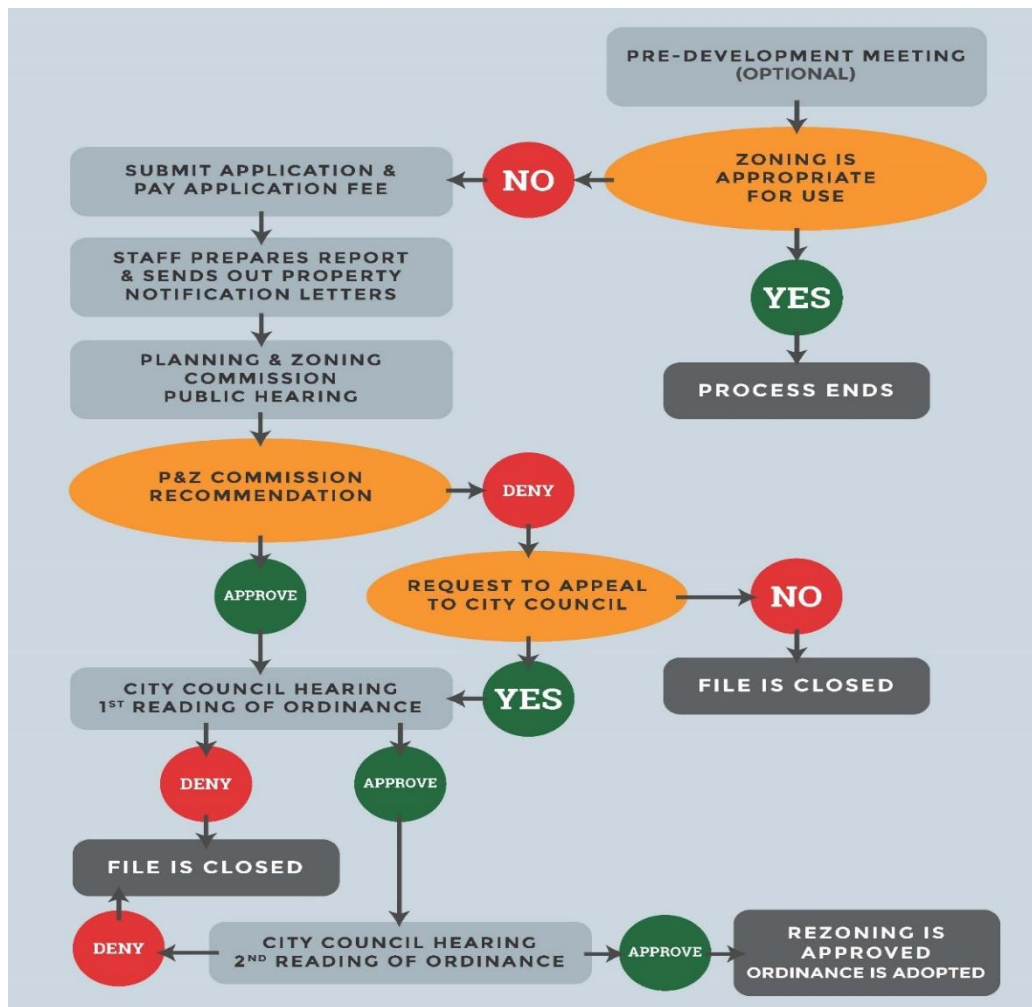
## 2) ZONING MAP AND FUTURE DEVELOPMENT MAP AMENDMENTS

- a) **General.** Whenever the public necessity, convenience, general welfare, or good zoning practices require, the City Council may, by ordinance, after receipt of recommendation from the Planning & Zoning Commission, and subject to the procedures provided by law, amend, supplement, change or repeal the regulations, restrictions, and boundaries or classification of property.
- b) **Consideration of Amendments.** in accordance with *O.C.G.A. 45-12-200, et seq., and 50-8-1*, when preparing and considering proposed amendments, the Planning & Zoning Commission and the legislative body shall pay reasonable regard to:
  - i) The Comprehensive Plan;
  - ii) Current conditions and the character of current structures and uses in each district;
  - iii) The most desirable use for which the land in each district is adapted;
  - iv) The conservation of property values throughout the jurisdiction; and
  - v) Responsible development and growth.
- c) **Procedure.** The following procedure, in accordance with *O.C.G.A. 36-66-1*, applies to a proposal to change the zone maps (whether by incorporating an additional map or by amending or deleting a map) incorporated by reference into the ordinance:
  - i) **Initiation of Proposal.** The proposal may be initiated either:
    - (1) By the City Council;
    - (2) By the Planning & Zoning Commission; or
    - (3) By a petition signed by property owners who own at least fifty (50%) percent or more of the land involved.

- ii) Contents of Application. Applications for amendments to the Official Zoning Map adopted as part of the Zoning Ordinance shall contain the following information:
  - (1) Name, address, and phone number of applicant;
  - (2) Proposed amending ordinance, approved as to form by the City attorney;
  - (3) Present use;
  - (4) Present zoning classification;
  - (5) Proposed use;
  - (6) Proposed zoning classification;
  - (7) A vicinity map showing property lines, thoroughfares, existing and proposed zoning, and such other items as may be required;
  - (8) A parcel map and list identifying all property owners and their mailing addresses;
  - (9) A statement on how the proposed amendment relates to the comprehensive plan;
  - (10) A fee as established by the City Council; and
  - (11) Signature of property owner(s) or agent.
- iii) Additional Information. At the discretion of the Planning & Zoning Commission, the applicant may be required to provide additional information or studies to demonstrate the impact that will occur as a result of the proposed development associated with the amendment (rezoning) in question. The additional information may include:
  - (1) Transportation Impact Studies. If a traffic study is necessary, it shall address the impact of the proposed development on all adjacent streets and intersections. The applicant shall reference the *GDOT "Design Traffic Forecasting Manual, Revision 1.4", dated 10/24/2018*, as may be amended from time to time in the development of the traffic study.
  - (2) Fiscal Impact Analysis. New residential development of more than one-hundred fifty (150) units may be required to submit a Fiscal Impact Analysis to determine the impact of new residents on the area with regard to police protection, fire protection, utility service, educational facilities, and other applicable factors.
- iv) Notice. The Planning & Zoning Commission shall give notice of a public hearing in accordance with Georgia's Zoning Procedures Act (O.C.G.A 36-66) and the Planning & Zoning Commission Rules of Procedure, as amended.
- v) Public Hearing by Planning & Zoning Commission. The Planning & Zoning Commission shall schedule a public hearing within sixty (60) days after a petition is received. The hearing shall be held in accordance with the Planning & Zoning Commission Rules of Procedure, as amended.
- vi) Recommendation by Planning & Zoning Commission. Within ten (10) business days after the Planning & Zoning Commission determines its recommendation, the Commission shall certify the proposal to the City Council with a favorable, unfavorable, or no recommendation (*O.C.G.A. § 50-8-1*).

- vii) Action by City Council. The City Council shall, within ninety (90) days after the Planning & Zoning Commission certifies their recommendation, either adopt or deny the recommendation of the Planning & Zoning Commission (*O.C.G.A. § 36-66-1*).
- viii) Effective Date and Referendum. Amendments adopted by the City Council shall become effective upon adoption.
- d) Lapse of Rezoning. Failure to establish the proposed use or initiate development within one (1) year of the rezoning approval or other time period established by the City Council at the time of the rezoning shall constitute consent by the property owner for the City to initiate the process to revert the zoning through the zoning map amendment process established in this Code. The City Council, at its sole discretion may choose to revert the zoning, retain the existing zoning or grant a limited extension of the zoning for lapsed uses.
- e) Lapse of Zoning Conditions. Should a use for which conditions of zoning or a special exception be discontinued or abandoned for twelve (12) months or more, said conditions of zoning or special exception shall be revoked. The City Council, at its sole discretion may choose to revert, retain, or grant a limited extension of the zoning conditions or special exception for lapsed uses.

Figure 11.1: Zoning Process Flow Chart





**Sec. 11.06 – DEVELOPMENT STANDARDS VARIANCE**

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- 1) **DEPENDENT ON CITY COUNCIL APPROVAL.** In no case shall any variance to the terms of this ordinance be authorized without the approval of the Council. Further, no decisions on previous applications shall serve to set a precedent for any other application before the Council. The procedure within this section shall apply to all variance applications.
- 2) **APPLICATION.** The applicant shall submit a complete variance application, affidavit and consent of property owner (if the owner is someone other than the applicant), the required filing fee, and required supporting information. Supporting information shall include, but not be limited to, the following:
  - a) Plot or Development Plan. A plot plan, as described in *Subsection 11.12(3)*, or a Development Plan prepared in accordance with the procedures set forth in *Section 11.03 – Development Plan Review and Approval* and including such other information as the Council may be required to determine if the proposed variance request meets the intent and requirements of this ordinance.
  - b) Letter of Intent. A letter of intent to the Council describing the details of the variance request including but not limited to:
    - i) The ways in which the variance shall be consistent with the intent of the applicable section(s) of the Zoning Ordinance; and
    - ii) Any written commitments being made by the petitioner.
  - c) Such other information as may be required by the City Council.
  - d) A fee as established by ordinance.
- 3) **PUBLIC NOTICE AND PUBLIC HEARING BY THE CITY COUNCIL.** Notice of and procedures pertaining to the Public Hearing by the City Council shall be in conformance with the procedures set forth in the City Council rules of Procedure, as amended, and *O.C.G.A. § 36-66-4*.
- 4) **DECISION CRITERIA.** In taking action on all variance requests, the Council shall use the following decision criteria, consistent with the requirements of the Georgia Code.
  - a) Development Standards Variance. The Council may grant a variance from the development standards of this ordinance (such as height, bulk, area) if, after a public hearing, it makes a determination in writing (consistent with *O.C.G.A. 36-66-1*), that:
    - i) **General Welfare.** The approval will not be injurious to the public health, safety, morals, and general welfare of the community;
    - ii) **Adjacent Property.** The use and value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner; and
    - iii) **Practical Difficulty.** The strict application of the terms of this ordinance will result in a practical difficulty in the use of the property. This situation shall not be self-imposed, nor be based on a perceived reduction of, or restriction on, economic gain.
- 5) **CONDITIONS.** The Council may impose such reasonable conditions upon its approval as it deems necessary.

- 6) COMMITMENTS. The Council may require the owner of the property to make written commitments concerning the use or development of the property. Such commitments shall be recorded in the County recorder's office. A copy of the recorded commitments shall be provided to the Director for inclusion in the petition file at the time of application for a Land Disturbance Permit. No Land Disturbance Permit shall be issued for a permit application which does not comply with the recorded commitments.

#### SEC. 11.07 – ADMINISTRATIVE PLATS AND MINOR SUBDIVISIONS

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##### 1) MINOR SUBDIVISION

- a) Those subdivisions meeting the definition of "SUBDIVISION, MINOR", contained in this ordinance may be considered under the provisions of this section. Re-subdivisions meeting the conditions of eligibility contained herein also may be considered under the provisions of this Chapter. After a subdivision request has been filed, the Community Development Director shall determine whether the petition may be considered as a minor subdivision. The Director's decision may be appealed to the Planning Commission. Minor subdivisions may receive approval by the In-house Plat Committee or Planning Commission.
- b) Conditions of Eligibility -- Before determining that a subdivision is eligible to be considered under this Article, the Community Development Director shall find that all of the following criteria are satisfied:
- i) Orderly Development – The subdivision will not impede orderly development of land or the provision of public services and improvements.
  - ii) Comprehensive Plan – The subdivision will be consistent with the Comprehensive Plan.
  - iii) Streets – The subdivision will not interfere with the provision of streets to provide access to adjoining or nearby property in the event that such property is developed in the future.
  - iv) Utilities and Drainage – All parcels in the subdivision will have adequate utilities and drainage.
    - (1) Sewage – All lots shall be served by a sanitary sewer system or other on-site sewage system approved by the International Private Sewage Disposal Code 2018, and/or the Douglas or Carroll County Health Department.
    - (2) Water – All lots shall be served by a public or quasi-public water system or shall have the capability to contain a well that complies with all requirements of the Georgia Department of Public Health and/or the Douglas or Carroll County Health Department.
    - (3) Drainage – All lots shall be provided with drainage improvements as necessary to comply with the requirements of Georgia Department of Natural Resources, Environmental Protection Division and the Villa Rica Unified Development Code.
  - v) Access – All parcels in the subdivision and adjacent land will have adequate ingress and egress without the construction of any new streets or substantial improvement to existing streets.
    - (1) Legal Access -- All lots will have legal access to the City of Villa Rica, or has been continuously maintained for a period of ten (10) years immediately preceding the filing of the subdivision, by a public agency regularly having responsibility for such maintenance. Such public street shall have a hard surface suitable for vehicular traffic which is at least

sixteen (16) feet in width, is in good repair, and has a geometry which is suitable for the traffic which it will carry after the proposed subdivision.

- (2) Driveway Permit – If any lot in a subdivision is to receive access from a State highway, in addition to a waiver from Access Limited the applicant must obtain a driveway permit from the Georgia Department of Transportation.

(a) Access Limited – Individual lots in residential subdivisions shall not have driveway access from an arterial or collector road.

- (3) Limited Access Streets – Frontage on limited access streets on which driveways cannot open shall not constitute legal access.

- (4) New Street – If by reason of topography, natural or man-made features, or other conditions relating to the property requested for subdivision, better access can be provided through construction of a new street, the petition shall be considered as a major subdivision.

- (5) Driveway Standards – All lots will have driveway locations that will provide for adequate sight distance and will be properly spaced according to city standards.

- vi) Suitability – All lots in the subdivision will provide suitable building sites for the purpose for which the land is to be used. Land suitability shall be determined by the criteria contained in this ordinance.

- vii) Endangerment – The subdivision will not be detrimental to nor endanger the public health, safety, or general welfare.

## 2) EXPIRATION OF APPROVAL

- a) Approval for a minor subdivision shall be valid for two years from the date of approval, unless an extension is granted by the In-house Plat Committee or the Planning Commission. If not granted before the expiration of two years, the approval shall be null and void.

## 3) MINOR RESIDENTIAL SUBDIVISION

- a) Those subdivision meeting the definition of “SUBDIVISION, MINOR RESIDENTIAL”, contained in this ordinance contained in this ordinance may be considered under the provisions of this section. After a subdivision request has been filed, the Community Development Director shall determine whether the petition may be considered as a minor residential subdivision. The Director’s decision may be appealed to the Planning Commission. Minor residential subdivisions typically receive approval by the In-house Plat Committee, but could be forwarded to the Planning Commission by staff or the Plat Committee.

- b) Conditions of Eligibility – Before determining that an application is eligible to be considered as a minor residential subdivision, the Community Development Director shall find that all of the following criteria are satisfied:

- i) Orderly Development – The subdivision will not impede orderly development of land or the provision of public services and improvements.
- ii) Comprehensive Plan – The subdivision will be consistent with the Comprehensive Plan.
- iii) Suitability – The lot will provide a suitable residential building site. Land suitability shall be determined by the criteria contained in this ordinance.

- iv) Endangerment – The subdivision will not be detrimental to nor endanger the public health, safety, or general welfare.
  - v) Residential Zoning – Property must be zoned to allow residential development as a permitted use.
  - vi) Minimum Frontage and Acreage Requirements – All lots shall meet the minimum road frontage and acreage requirements listed in the zoning ordinance.
  - vii) Drainage – Corrective measures for drainage concerns of the site;
  - viii) Sewage and Water – Proof that sewage disposal is acceptable to the Villa Rica Public Utilities Department and that a safe water source exists;
  - ix) Right-of-way – Right-of-way dedication pursuant to the Villa Rica Transportation Master Plan or Unified Development Code where appropriate;
  - x) Shoulder – A seven (7) foot shoulder and adequate roadside ditch; and
  - xi) Sidewalks – Commitment to participate in the installation of sidewalks across the frontage of the tract whenever sidewalks adjoin the tract.
  - xii) Additional Requirements for an Unimproved Lot – An unimproved lot shall meet the following additional standards:
    - (1) Site Distance – Proper sight distance at the proposed driveway location.
    - (2) Perimeter Drain – Adequate drainage outlet for the septic system subsurface perimeter drain.
  - c) Limit of One Minor Residential Subdivision Plat – Only one (1) minor residential subdivision plat, containing one (1) lot, may be created from a parent tract. Creating any additional lots from the same parent tract will require either a major or minor plat, as determined by the Community Development Director or In-house Plat Committee, based on the standards of the Villa Rica Zoning Ordinance and Unified Development Code.
- 4) SUBMITTAL REQUIREMENTS.
- 5) One (1) copy of the application materials and five (5) copies of the plans must be submitted to the Villa Rica Community Development Department.
  - 6) Application Materials
    - a) The application materials shall include the following:
    - b) Application
    - c) Copy of the parent tract deed
    - d) Fee
    - e) Subdivision Plat Drawing
    - f) Drainage Narrative/Calculations
  - 7) Subdivision Plat Drawing – The subdivision plat drawing for a minor residential subdivision shall include the following:
    - a) Lot Number
    - b) North Arrow
    - c) Graphical Scale
    - d) Parent tract (drawn from the deed) and labeled as “remainder”

- e) Proposed Lot including the following:
    - i) Boundary lines and acreage thereof, based upon an accurate traverse
    - ii) Right-of-way
    - iii) Building setback lines
    - iv) All easements and property address
  - f) Section Corners monumentation found and tied to the subject tract
  - g) Cross-reference to a recorded survey per *OCGA § 43-15-1 – Professional Engineers and Land Surveyors*.
  - h) Legal Description
  - i) Certificate of dedication
  - j) Certificate of ownership
  - k) Surveyors certification
  - l) Certificate of the Planning Commission (where required) including signature location for the Director or the Community Development Department
  - m) Street classification
  - n) Sidewalk commitment (if applicable)
  - o) Legal drain statement – The following statement shall be placed on the plot plan:
    - i) “This Minor Residential Subdivision application has been filed with the Villa Rica Department of Community Redevelopment requesting approval of a residential lot created from the parent tract. This lot may be within the watershed of a legal drain, therefore, a drainage assessment may be assessed by the City of Villa Rica under the authority of *Chapter 11 of the Georgia State Minimum Standard Plumbing Code*, and so the said Department may exercise all the powers and duties as provide for in said code. This lot contains _____ ft. of existing legal drain tiles and _____ ft. of existing open ditch legal drains.”
  - p) Sheet size
    - i) Minimum 17”x22”
    - ii) Maximum 18”x24”
- 8) Subdivision Plat Requirements – The minor residential subdivision plat application must contain the following information, which may be located on a separate sheet:
- a) Lot boundaries
  - b) Dimensions
  - c) Easements
  - d) Building setback lines
  - e) Waterways
  - f) Floodways
  - g) Floodway fringe
  - h) Street the location to which the property has access
  - i) House layout and location
  - j) Driveway location

- k) Shoulder & Roadside Ditch Details
    - i) 7' shoulder
    - ii) Adequate roadside ditch
- 9) Drainage Improvement
- 10) Sewage disposal systems details (per the Villa Rica Unified Development Code and/or Douglas/Carroll County Health Department Requirements)
- 11) Water supply system details
- 12) Erosion and sedimentation control measures
- 13) EXPIRATION OF APPROVAL.
  - a) Approval for a minor residential subdivision shall be valid for two years from the date of approval, unless the In-house Plat Committee or the Planning Commission grants an extension. If not granted before the expiration of two (2) years, the approval shall be null and void.
- 14) EXEMPT SUBDIVISION.
  - a) Exempt Subdivision procedure applies only to divisions of land for the purpose of splitting off an existing legally conforming residence and accessory structures from a parent tract of land, provided that (1) the new residential parcel meets all current development standards applicable to a residential parcel in the relevant zoning district, and (2) the remaining parent parcel is at least twenty (20) acres in size.
  - b) Conditions of Eligibility – Before determining that an application is eligible to be considered as an exempt subdivision, the planning director shall find that all of the following criteria are satisfied:
    - i) Orderly Development – The subdivision will not impede orderly development of land or the provision of public services and improvements.
    - ii) Comprehensive Plan – The subdivision will be consistent with the Comprehensive Plan.
    - iii) Suitability – The lot will provide a suitable residential building site. Land suitability shall be determined by the criteria contained in this ordinance.
    - iv) Endangerment – the exempt subdivision will not be detrimental to, nor endanger, the public health, safety, or general welfare.
    - v) Residential Zoning – The property must be zoned to allow residential development as a permitted use.
    - vi) Right-of-Way – Right-of-way dedication pursuant to the Villa Rica Transportation Master Plan.
    - vii) Development Standards – The lot shall meet all current development standards applicable to a residential parcel in the relevant zoning district.
    - h. Parent Parcel – The remaining parent parcel shall be at least twenty (20) acres in size.
  - c) Submittal Requirements
    - i) Application Materials. The application shall include the following:
      - (1) Completed application form
      - (2) Copy of the parent tract deed
      - (3) Subdivision plat drawing
      - (4) Fee

- ii) Subdivision Plat Drawing – The subdivision plat drawing for an exempt subdivision shall include the following:
  - (1) North arrow
  - (2) Graphical scale
  - (3) Parent tract labeled “Remainder”
  - (4) Proposed lot with the following:
    - (a) Boundary lines and acreage thereof (proposed lot and remainder)
    - (b) Right-of-way
    - (c) Building setback lines
    - (d) Easements
    - (e) Property address
  - (5) Legal description
  - (6) Surveyor’s certification
  - (7) Plat drawings shall be a minimum of 8.5” x 14” in size, and a maximum of 18” x 24” in size.
- iii) Exempt Subdivision Requirements – The exempts subdivision application must contain the following information, which may be located on a separate sheet:
  - (1) Lot boundaries
  - (2) Dimensions
  - (3) Easements
  - (4) Building setback lines
  - (5) Street on which the proposed parcel has access/frontage
  - (6) Location of residence and all accessory structures
  - (7) Location of driveway
- d) Review and Approval
  - i) Review of an exempt subdivision application shall be completed within fourteen (14) calendar days of the submission of a complete application.
  - ii) Review shall be carried out by Community Development Department staff.
  - iii) Review shall consist exclusively of determining if the proposed exempt subdivision complies with the relevant development standards of the Zoning Ordinance and Unified Development Code.
  - iv) An application fee shall be paid.
- e) Limit of One Exempt Subdivision Per Parent Tract – Only one (1) exempt subdivision may be created from a parent tract.
- f) Disclaimer - The intent of the exempt subdivision process is to provide a low-cost, administrative means of splitting off an existing, legally established residence from a larger parent tract. The cost of the process is kept low by limiting the subdivision review to conformance with zoning ordinance and subdivision control ordinance development standards only. Conformance with other standards, such as (but not limited to) septic system design, well location regulations, roadside ditch design, and adequate site drainage, are not part of the review. Consequently, approval of an



exempt subdivision does not guarantee that the resulting lot is in complete conformance with all Villa Rica development standards.

15) EXPIRATION OF APPROVAL

- a) Approval of an exempt subdivision shall be valid for two (2) years from the date of approval unless the In-house Plat Committee or the Planning Commission grants an extension. If not granted before the expiration of two (2) years, the approval shall be null and void.

**Sec. 11.08 – ADMINISTRATIVE ADJUSTMENTS**

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- 1) **AUTHORITY.** The Community Development Director, or a designee, shall have authority to issue administrative adjustments, but only in accordance with the provisions of this section.
- 2) **PURPOSE.** For purposes of this section, carrying out the strict letter of a provision of this chapter may cause a practical difficulty and an administrative adjustment is permitted to alleviate these practical difficulties.
- 3) **ADMINISTRATIVE ADJUSTMENT STANDARDS.** To approve an application for an administrative adjustment, the Community Development Director shall make an affirmative finding that the following standards are met:
  - a) The benefits to the applicant of the approval of the administrative adjustment outweigh any detriments to the health, safety and welfare of the neighborhood or community by such approval.
  - b) There are no means other than the requested administrative adjustment by which the difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject lot or parcel.
  - c) Strict compliance with the standard would unreasonably prevent the landowner from using the property for a permitted use, or would render conformity necessarily burdensome;
  - d) The particular request, or a lesser relaxation of ordinance standard, would provide substantial justice to the landowner and neighbors;
  - e) The plight is due to unique circumstances of property and is not shared by neighboring properties in the same zone; and
  - f) The problem is not self-created.
- 4) **EXTENT OF ADJUSTMENTS**
  - a) The Community Development Director shall have the authority to approve an administrative adjustment for no more than fifteen (15%) percent of the specified mathematical measurement of the Chart of Dimensional Requirements, *Table 7.3: Minimum Parking Space Requirements*, and *Tables 9.01 and 9.02 of the Villa Rica Sign Ordinance*. Use variances are not permissible under this code section.
- 5) **PROCEDURES.**
  - a) Application. An application for an administrative adjustment shall include a brief description of the requirement to be varied and any other material necessary to ensure the criteria in this section.
    - i) Applications for Administrative Adjustments should be submitted electronically, saved in .pdf format with a maximum 50 MB file size, to the Department of Community Development. No hard copies are required to be submitted. Fees for the administrative adjustment shall be the same as a Variance application.

- ii) **Application Processing.** An application shall be considered complete and ready for processing only if it is submitted in the required format, includes all required information and supporting documentation, and is accompanied by the application filing fee. Applications deemed complete by the Community Development Director will be considered to be in the processing cycle and will be reviewed by City Staff. The Director shall make a decision for the application.
- b) **Action by Community Development Director.** Within forty-five (45) days, the Community Development Director shall review the application and approve, approve with conditions or deny the application based upon the criteria below. A written decision including affirmative findings on the criteria set forth below shall be mailed to the applicant.
- c) **Approval or Denial.**
  - i) The decision of the Development Director regarding an administrative variance shall state the reasons for approval or denial and shall be considered the final decision.
- d) **Limitations on administrative adjustments.** An administrative adjustment shall become null and void unless a certificate of zoning compliance and/or building permit is obtained and work is commenced within one year from the date of approval.
- e) **Appeals.**
  - i) Appeal of a decision by the Community Development Director on an administrative adjustment shall be taken to the City Council within sixty (60) days of the date of the Community Development Director's decision.
  - ii) An appeal from any final decision of the Community Development Director as to any matter regarding the administrative adjustment may be taken within thirty (30) days of the filing of such decision by any person aggrieved or by any authorized officer, department, bureau, board or commission of the City.

#### **Sec. 11.09 – SPECIAL EXCEPTION PROCEDURE**

- 1) **GENERAL.** This section addresses the approval procedure for uses designated as Special Exception Uses (aka. Conditional Uses) in a particular zoning district, according to *Table 4.3: Permitted and Special Exception Land Uses*. Such particular use may be permitted and desirable in certain districts, but not without consideration in each case of the effect of the use upon neighboring land or the effect the neighboring land will have on the use. The determination is made by the City Council.
- 2) **CONTENTS OF APPLICATION FOR SPECIAL EXCEPTION PERMIT.** An application for a Special Exception permit shall be filed with the Community Development department by at least one (1) owner or agent of the owner of property for which such Special Exception is proposed. At a minimum, the application shall contain the following information:
  - a) **Plot or Development Plan.** A plot plan, as described in *Subsection 11.12(3)*, or a Development Plan prepared in accordance with the procedures set forth in *Section 11.03 – Development Plan Review and Approval* and including such other information as the Council may be required to determine if the proposed Special Exception use meets the intent and requirements of this ordinance.
  - b) **Letter of Intent.** A letter of intent to the Council describing the details of the Special Exception request including but not limited to:

- i) The ways in which the Special Exception shall comply with the applicable Development Standards of this ordinance;
    - ii) The ways in which the Special Exception shall be consistent with the intent of the applicable section(s) of the Zoning Ordinance; and
    - iii) Any written commitments being made by the petitioner.
  - c) Such other information as may be required by the City Council.
  - d) a fee as established by ordinance.
- 3) PUBLIC NOTICE AND PUBLIC HEARING BY THE CITY COUNCIL. Notice of and procedures pertaining to the Public Hearing by the City Council shall be in conformance with the procedures set forth in the City Council Rules of Procedure, as amended.
- 4) DECISION CRITERIA.
- a) The City Council shall review the particular facts and circumstances of each proposed use in terms of the following standards and shall find adequate evidence showing that the use at the proposed location:
    - i) Is in fact a permitted Special Exception use as listed in each zoning district and appears on *Table 4.3: Permitted and Special Exception Land Uses of Chapter IV: Zoning Districts* for the zoning district involved;
    - ii) Will be harmonious and consistent with the character of the zoning district and in accordance with the general objectives, or with any specific objective of the City's Comprehensive Plan and the Zoning Ordinance;
    - iii) Will be designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such use will not change the essential character of the same area;
    - iv) Will be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools; or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately any such services;
    - v) Will not create excessive additional requirements at public cost for public facilities and services and will not be detrimental to the economic welfare of the community;
    - vi) Will not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare, or odors;
    - vii) Will have vehicular approaches to the property, which shall be so designed as not to create an interference with traffic on surrounding public thoroughfares; and
    - viii) Will not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance.

- b) Other Considerations. When considering a Special Exception use request the City Council may examine the following items as they relate to the proposed use:
  - i) Topography and other natural site features;
  - ii) Zoning of the site and surrounding properties;
  - iii) Driveway locations, street access, and vehicular and pedestrian traffic circulation;
  - iv) Parking (including amount, location, and design);
  - v) Landscaping, screening, and buffering of adjacent properties;
  - vi) Open space and other site amenities;
  - vii) Noise, loading areas, odor, and other characteristics of a business or industrial operation;
  - viii) Design and placement of any structures;
  - ix) Placement, design, intensity, height, and shielding of lights;
  - x) Traffic generation; and
  - xi) General site layout as it relates to its surroundings.
- c) All Special Exception uses shall comply with the development standards applicable to the zoning district in which they are located. In addition, the City Council may, as a condition of approval, identify additional development standards on a case-by-case basis. The Council may use those development standards that apply to districts in which the Special Exception use is a permitted use as a guide for identifying appropriate additional development standards.
- d) Expiration of Special Exception Permit. A Special Exception Permit shall be deemed to authorize only one (1) particular Special Exception Use and the Permit shall automatically expire if, for any reason, the use shall cease for more than one (1) year.

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**Sec. 11.10 – PUBLIC NOTICE PROCEDURE**

- 1) GENERAL. For all public hearings, the notice shall be provided to the public consistent with the requirements of this section and the Rules of Procedure, as amended, of the City Council and the Planning & Zoning Commission. Public notification shall comply with State Law – O.C.G.A. 36-66-4.

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**Sec. 11.11 – ADMINISTRATIVE APPEALS PROCEDURE**

- 1) INTENT. it is the intent of this ordinance that all questions of interpretations and enforcement shall be first presented to the Director.
  - a) The Council may grant an appeal of any decision, interpretation, or determination made by the Director, other City staff members, or any other administrative official or Board charged with the duty of enforcing and interpreting this ordinance.
  - b) The decisions of the Council shall be appealed to the courts as provided by Georgia law.
  - c) It is further the intent of this ordinance that the duties of the City Council in connection with this ordinance shall not include hearing and deciding questions or interpretation and enforcement that may arise. The procedure for deciding those questions shall be as stated in this section and

this ordinance. Under this ordinance, the City Council shall have only the duties of considering and adopting or rejecting proposed amendments or the repeal of this ordinance as provided by law, and of establishing a schedule of fees and charges as stated in *Section 11.15 – Fees*.

2) PROCEDURE AND REQUIREMENTS FOR APPEALS AND VARIANCES

- a) Appeals. Appeals to the City Council concerning interpretation or administration of this ordinance may be taken by any person or government entity aggrieved or by any officer or bureau of the legislative authority of the City affected by any decision of the Director. An appeal shall be filed with the Director and with the City Council; such notice of appeal specifying the grounds upon which the appeal is being taken. The Director shall transmit to the Council all the papers constituting the record upon which the action appealed was taken.
  - i) The appellant shall submit an administrative appeal application within ten (10) days of the Director's decision along with the required supporting information. Supporting information shall include, but not be limited to, the following:
    - (1) Original Submittals. Copies of all materials upon which the decision being appealed was based.
    - (2) Written Decisions. Copies of any written decisions that are the subject of the appeal.
    - (3) Appeal Basis. A letter describing the reasons for the appeal noting specific sections of this ordinance and other standards applicable in the City of Villa Rica upon which the appeal is based.
- b) Stay of Proceedings. An appeal stays all further proceedings of the action appealed, unless the Director from whom the appeal is taken certifies to the Council after the Notice of Appeal is filed with him/her, that by reason of facts stated in the application, a stay would, in his/her opinion, cause imminent peril to life and property. In this case, proceedings shall not be stayed other than by a restraining order which may be granted by the Council or by a court of record on application, on notice to the Director from whom the appeal is taken on due cause shown.
- c) Council Review and Action. The Council will then, at a meeting scheduled consistent with the adopted Calendar of Filing and Meeting Dates, review the Administrative Appeal application and supporting information.
  - i) Representation. The appellant and any representative of the appellant must be present at the meeting to present the appeal.
  - ii) Testimony. The Council shall consider a report from the Director and testimony from the applicant at the meeting and/or witnesses.
  - iii) Procedures. The presentation of reports and testimony and all other aspects of the meeting shall be consistent with the City Council Rules of Procedure, as amended.
  - iv) Possible Action. Action by the Council shall be consistent with the City Council Rules of Procedure, as amended.

- d) Decision Criteria. The Council shall only grant an appeal of such an administrative decision based on a determination in writing that the decision of the administrative person or Council was inconsistent with the provisions of this ordinance.

#### Sec. 11.12 – LAND DISTURBANCE PERMIT

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- 1) LAND DISTURBANCE PERMITS REQUIRED. No building or other structure shall be erected, demolished, moved, added to, or altered, changed, placed, or be established or changed in use, on platted or unplatted lands without a permit issued by the Director. The Land Disturbance Permit shall be issued only in conformity with the provisions of this ordinance, the Comprehensive Plan, Subdivision Control Ordinance, Building Code and any other applicable ordinance unless the Director receives a written order from the Council deciding an appeal, Special Exception, or variance.
  - a) Agricultural Structures. All agricultural structures shall require a Land Disturbance Permit but shall be exempt from building code inspections and building inspection fees. Review of exempt agricultural structure Land Disturbance Permits shall require the following:
    - i) A signed and recorded affidavit affirming that the applicant is, in fact, building an exempt agricultural structure.
    - ii) A plot plan as described in *Subsection 11.12(3)* to ensure that encroachment into designated floodplains, easements, public rights-of-way, or other non-buildable areas does not occur.
    - iii) Building plans to ensure compliance with Zoning Ordinance development standards.
    - iv) An on-site inspection for compliance with all applicable ordinances.
    - v) Issuance of a Certificate of Compliance before occupancy of the structure.
- 2) APPLICATION FOR LAND DISTURBANCE PERMIT
  - a) The Director shall issue a Land Disturbance Permit upon written application when the proposed structure, improvement, or use and its location conform in all respects to the *Comprehensive Plan, Zoning Ordinance, Subdivision Control Ordinance, Storm Drainage, Erosion and Sediment Control Ordinance, Building Code*, and any other applicable ordinances of the City of Villa Rica.
  - b) An application for a Land Disturbance Permit can be obtained from the Villa Rica Community Development department. The application shall be signed by the owner or agent attesting to the truth and exactness of all information supplied on the application. Each application shall clearly state that the permit shall expire and may be revoked if work has not begun within one (1) year or completed within two (2) years.
  - c) Every application for a Land Disturbance Permit shall be accompanied by one (1) copy of a plot plan, drawn to scale
- 3) PLOT PLANS. Where applicable, a plot plan shall be signed and sealed by a professional engineer or licensed land surveyor. A plot plan shall show, at a minimum:
  - a) Name, address, and phone number of applicant;

- b) The location of the structure, improvement, or use to be altered, demolished, changed, placed, erected, or located;
  - c) Legal description of property;
  - d) Existing and proposed streets and alleys adjoining or within the lot and the manner in which the location is to be improved; and
  - e) Use of proposed structure;
  - f) Existing zoning district;
  - g) Plans drawn to scale, showing the actual dimensions and the shape of the lot to be built upon, the exact size and location of existing buildings on the lot, and the location and dimensions of the proposed building or alteration and other requirements as established by resolution by the Planning & Zoning Commission;
  - h) The size of the yards and open spaces;
  - i) Type of structure, type of structural work, and structural plans in accordance with the requirements of the Villa Rica Building Code ordinance;
  - j) Building height;
  - k) Number of off-street parking spaces and loading spaces;
  - l) Type and source of sewage disposal, and type and source of water supply;
  - m) Number of dwelling units; and
  - n) Such other matters as may be necessary to determine conformance with, and provide for the enforcement of this ordinance.
  - o) Submittal of a development plan will be required for certain structures, including the requirements as established by resolution by the Planning & Zoning Commission, certified by a land surveyor or engineer registered in the State of Georgia. A record shall be kept of all applications in the office of Community Development.
- 4) APPROVAL OF LAND DISTURBANCE PERMIT. Within thirty (30) days after the receipt of an application, the Director shall either approve, approve with modifications, or disapprove the application in conformance with the provisions of this ordinance. an applicant that has submitted a permit application containing any defect shall be notified of the defect. Any application that is not approved within thirty (30) days of the notice shall be disapproved. After, the Director shall have marked the copy either as approved, approved with modifications, or disapproved and attested to same by his signature on the copy. One (1) copy of plans, similarly marked, shall be retained by the Director. the Director shall issue a placard, to be posted in a conspicuous place on the property in question, attesting to the fact that the use or alteration is in conformance with the provisions of this ordinance. Any decision of the Director concerning the issuance of a Land Disturbance Permit may be appealed to the City Council by any person claiming to be adversely affected by the decision.



- 5) EXPIRATION OF LAND DISTURBANCE PERMIT. If the work described in any Land Disturbance Permit has not been completed within two (2) years from the date of issuance, the permit shall expire. If the first required inspection has not been approved for the work described in any Land Disturbance Permit within one (1) year from the date of issuance, the permit shall expire. One (1) extension, for either the start or completion time frame, may be granted by the Director for good cause shown by the applicant. The extension shall not exceed six (6) months in time.
- 6) RECORD OF LAND DISTURBANCE PERMIT. The Director shall maintain a record of all Land Disturbance Permits.
- 7) FAILURE TO OBTAIN A LAND DISTURBANCE PERMIT. Failure to obtain a Land Disturbance Permit shall be a violation of this Ordinance and punishable under *Chapter XII: Violations and Enforcement*.
- 8) CONSTRUCTION AND USE TO BE AS PROVIDED IN APPLICATION, PLAN, PERMIT, AND CERTIFICATE. Land Disturbance Permits and Certificates of Occupancy issued on the basis of plans and applications approved by the Director authorized only the use and arrangement, set forth in the approved plans and applications or amendments, and no other use, arrangement, or construction. Use, arrangement, or construction contrary to that authorized shall be deemed a violation of this ordinance, and punishable as provided in *Chapter XII: Violations and Enforcement*.

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**Sec. 11.13 – CERTIFICATE OF OCCUPANCY AND CERTIFICATE OF COMPLETION**

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- 1) CERTIFICATE REQUIREMENTS. No land shall be occupied or used and no structure or building erected, reconstructed or structurally altered shall be occupied or used, in whole or in part, for any (non-exempt) purpose whatsoever, until a Certificate of Occupancy shall have been issued by the Director stating that the building and use comply with all of the provisions of this ordinance applicable to the building or premises or the use in the district in which it is to be located.
  - a) No change shall be made in any building, structure, or part erected, reconstructed, or structurally altered without a Land Disturbance Permit having been issued by the Director.
  - b) No permit shall be issued to make a change unless it is in conformance with the provisions of this ordinance.
  - c) A Certificate of Occupancy shall be applied for coincidentally with the application for a Land Disturbance Permit and shall be issued within ten (10) days after the lawful erection, reconstruction, or structural alteration of a building or structure shall have been completed.
- 2) TEMPORARY CERTIFICATE OF OCCUPANCY. A temporary Certificate of Occupancy may be issued by the Director for a period of six (6) months during alterations or partial occupancy of a building or structure pending its completion. The temporary Certificate of Occupancy may be renewed by the Director for a period not to exceed six (6) months for good cause shown by the applicant.

- 3) RECORD OF CERTIFICATE OF OCCUPANCY. The Director shall maintain a record of all Certificates of Occupancy.
- 4) FAILURE TO OBTAIN A CERTIFICATE OF OCCUPANCY. Failure to obtain a Certificate of Occupancy shall be a violation of this Ordinance and punishable under *Chapter XII: Violations and Enforcement*.
- 5) CONSTRUCTION AND USE TO BE AS PROVIDED IN APPLICATION, PLAN, AND CERTIFICATE. Certificates of Occupancy issued on the basis of plans and applications approved by the Director authorized only the use and arrangement set forth in the approved plans and applications or amendments and no other use, arrangement, or construction. use, arrangement, or construction contrary to that authorized shall be deemed a violation of this ordinance and punishable as provided in *Chapter XII: Violations and Enforcement*.
- 6) CERTIFICATE OF COMPLETION. For structures that are not intended to be inhabited, such as pools and similar structures, a Certificate of Completion is required. The procedures and standards for a Certificate of Completion shall be the same as those for a Certificate of Occupancy, set forth in *Subsections 11.13(1) through (5)*.

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#### Sec. 11.14 – SIGN PERMIT

- 1) GENERAL PERMIT PROCEDURES. The following procedures shall govern the application for, and issuance of, all sign permits under this ordinance, and the submission and review of Signage Plans under the Development Plan review as established in *Section 11.03 – Development Plan Review and Approval*.
  - a) Applications. All applications for sign permits of any kind and for approval of Signage Plans shall be submitted to the Director on an application form, as part of the Development Plan review process, or in accordance with the application specifications published by the Director.
  - b) Fees. Applicable fees for a sign permit, as established by the fee schedule, shall be paid upon issuance of the permit.
  - c) Completeness. Within fourteen (14) working days (excluding Saturday, Sunday, and holidays) of receiving an application for a sign permit or for a Signage Plan the Director shall review it for completeness. if the Director finds that it is complete, the application shall then be processed. if the Director finds that it is incomplete, the Director shall, within such five (5) day period, notify the applicant of the specific ways in which the application is deficient, with appropriate references to the applicable sections of the ordinance.
  - d) Action. Within fourteen (14) working days (excluding Saturday, Sunday, and holidays) of the submission of a complete application for a sign permit, the Director shall either:
    - i) Issue the sign permit if the sign that is the subject of the application conforms in every respect with the requirements of this ordinance; or

- ii) Reject the sign permit if the sign that is the subject of the application fails in any way to conform with the requirements of this ordinance.
- 2) PERMITS TO CONSTRUCT OR MODIFY SIGNS. Permanent signs shall be erected, installed, modified or created only in accordance with a duly issued and valid sign construction permit from the Director. Such permits shall be issued only in accordance with the following requirements and procedures:
- a) Permit for new Sign or for Sign Modification. An application for construction, creation, or installation of a new sign or for modification of an existing sign shall be accompanied by detailed drawings to show the dimensions, design, structure, and location of each particular sign, including the location of right-of-way. One (1) application and permit may include multiple signs on the same property.
  - b) Inspection. The Director shall cause an inspection of the property for which each permit for a new sign or for modification of an existing sign is issued. If the construction is complete and in full compliance with this ordinance and with the building and electrical codes, the Director shall issue a Certificate of Completion. If the construction is substantially complete but not in full compliance with this ordinance and applicable codes, the Director shall give the owner or applicant notice of the deficiencies and shall allow an additional thirty (30) days from the date of inspection for the deficiencies to be corrected. If the deficiencies are not corrected by that date, the Director shall take appropriate action. If the construction is then complete, the Director shall issue a Certificate of Completion.
- 3) MASTER PLAN. No permit shall be issued for an individual sign requiring a permit unless and until a Master Signage Plan for the lot or parcel on which the sign will be erected has been submitted to the Director and approved by the Director as conforming with this section.
- a) Individual Sign Permit and Master Signage Plan. For any lot or parcel on which the owner proposes to erect one or more signs requiring a permit, the owner shall submit to the Community Development department a Master Signage Plan containing the following:
    - i) An accurate plot plan of the lot or parcel, at such scale as the Director may reasonably require;
    - ii) Location of buildings, parking lots, driveways, and landscaped areas on such lot or parcel;
    - iii) Computation of the maximum total sign area, the maximum area for individual signs, the height of signs and the number of freestanding signs allowed on the lots or parcels included in the plan under this chapter; and
    - iv) An accurate indication on the plot plan of the proposed location of each present and future sign of any type, whether requiring a permit or not, except that incidental signs need not be shown.
    - v) Dimensions of lot including setbacks from right-of-way.
  - b) Showing Window Signs on Master Signage Plan. A Master Signage Plan including window signs may simply indicate the areas of the windows to be covered by window signs and the general type

- of the window signs (e.g., paper-affixed, painted, etched on glass, or some other material hung inside window) and need not specify the exact dimension or nature of every window sign.
- c) Limit on Number of Freestanding Signs under Master Signage Plan. The Master Signage Plan, for all lots or parcels with multiple uses or multiple users, shall limit the number of freestanding signs to a total of one (1) for each street on which the lots or parcels included in the plan have frontage and shall provide for shared or common usage of such signs.
  - d) Other Provisions of Master Signage Plans. The Master Signage Plan may contain such other restrictions as the owners of the lots or parcels may reasonably determine.
  - e) Consent. The Master Signage Plan shall be signed by all owners or their authorized agents on such form as the Director shall require.
  - f) Procedures. A Master Signage Plan shall be included in any Development Plan, planned unit Development Plan, or other official plan required by the City for the proposed development and shall be processed simultaneously with such other plan.
  - g) Amendments. A Master Signage Plan may be amended by filing a new Master Signage Plan that conforms with all requirements of this section then in effect.
  - h) Existing Signs Not Conforming to Master Signage Plan. Existing nonconforming signs shall be made conforming to current standards if new signage is proposed.
  - i) Binding Effects. After approval of a Master Signage Plan, no sign shall be erected, placed, painted, or maintained, except in conformance with such plan, and such plan may be enforced in the same way as any provision of this section. In case of any conflict between the provisions of such a plan and any other provision of this ordinance, this ordinance shall control.
- 4) **TIME LIMIT OF PERMIT.** A sign permit shall expire one (1) year after issuance unless construction has begun.
- 5) **ASSIGNMENT OF SIGN PERMITS.** A current and valid sign permit shall be freely transferable to a successor as owner of the property or holder of a business license for the same premises if there are no changes of any kind to the sign.

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**Sec. 11.15 – SEXUALLY ORIENTED BUSINESS PERMIT**

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**1) GENERAL PROVISIONS**

- a) A valid sexually oriented business permit issued by the City for the particular type of business shall be obtained prior to the establishment of or operation of a sexually oriented business.
- b) An application for a permit must be made on a form provided by the Villa Rica Community Development department. The application must be accompanied by a sketch or diagram showing the configuration of the premises, including a statement of total floor space occupied by the business. The sketch or diagram need not be professionally prepared, but must be drawn to a designated scale or drawn with marked dimensions of the interior of the premises to an accuracy of plus or minus six (6) inches.

- c) The applicant must be qualified according to the provisions of this section and the premises must be inspected and found to be in compliance with the law by the health department, fire department, and the Community Development department.
- d) The permittee shall, within thirty (30) days after the issuance of the permit referred to herein, deliver to the Community Development department a list containing the names and addresses of all employees. The permittee shall update the list within thirty (30) days of any change or addition of employees. This list, or update, shall be signed, under oath, by the permittee.
- e) If a person who wishes to operate a sexually oriented business is an individual, he/she must sign the application for a permit as applicant. If a person who wishes to operate a sexually oriented business is other than an individual, each individual who has a ten (10) percent or greater interest in the business must sign the application for a permit as applicant.
- f) The fact that a person possesses other types of state, county, or city permits does not exempt him/her from the requirement of obtaining a sexually oriented business permit.

## 2) ISSUANCE OF PERMIT

- a) The Director shall approve the issuance of a permit to an applicant within thirty (30) days after receipt of an application unless he finds one or more of the following to be true:
  - i) An applicant is under eighteen (18) years of age.
  - ii) An applicant or an applicant's spouse is overdue in his payment to the City of taxes, fees, fines, or penalties assessed against or imposed upon him in relation to a sexually oriented business.
  - iii) An applicant has failed to provide information reasonably necessary for issuance of the permit or has falsely answered a question or request for information on the application form.
  - iv) An applicant is residing with a person who has been denied a permit by the City to operate a sexually oriented business within the preceding twelve (12) months, or is residing with a person whose permit to operate a sexually oriented business has been revoked within the preceding twelve (12) months.
  - v) The premises to be used for the sexually oriented business have not been approved by the health department, fire department, and the Community Development department as being in compliance with applicable laws and ordinance.
  - vi) The permit fee required by this ordinance has not been paid.
  - vii) An applicant of the proposed establishment is in violation of, or is not in compliance with any of the provisions of this ordinance.
- b) The permit, if granted, shall state on its face the name of the person or persons to whom it is granted, the expiration date, and the address of the sexually oriented business. The permit shall be posted in a conspicuous place at or near the entrance to the sexually oriented business so that it may be easily read at any time.
- c) Regulations Pertaining to Exhibition of Sexually Explicit Films or Videos
  - i) A person who operates or causes to be operated a sexually oriented business, other than an adult motel, which exhibits on the premises in a viewing room, a film, video cassette, or other video reproduction which depicts specified sexual activities or specified anatomical areas, shall comply with the following requirements:

- (1) Upon application for a sexually oriented permit, the application shall be accompanied by a diagram of the premises showing a plan thereof specifying the location of one or more manager's stations and the location of all overhead lighting fixtures and designating any portion of the premises in which patrons will not be permitted. A manager's station may not exceed thirty-two (32) square feet of floor area. The diagram shall also designate the place at which the permit will be conspicuously posted, if granted. A professionally prepared diagram in the nature of an engineer's or architect's blueprint shall not be required; however, each diagram should be oriented to the north or to some designated street or object and should be drawn to a designated scale or with marked dimensions sufficient to show the various internal dimensions of all areas of the interior of the premises to an accuracy of plus or minus six (6) inches. The Director may waive the foregoing diagram for renewal applications if the applicant adopts a diagram that was previously submitted and certifies that the configuration of the premises has not been altered since it was prepared;
- (2) The application shall be sworn to be true and correct by the applicant;
- (3) No alteration in the configuration or location of a manager's station may be made without the prior approval of the Director or his/her designee;
- (4) It is the duty of the owners and operators of the premises to ensure that at least one (1) employee is on duty and situated in each manager's station at all times that any patron is present inside the premises;
- (5) The interior of the premises shall be configured in such a manner that there is an unobstructed view from a manager's station of every area of the premises to which any patron is permitted access for any purpose excluding restrooms. Restrooms may not contain video reproduction equipment. If the premises has two (2) or more manager's stations designated, then the interior of the premises shall be configured in such a manner that there is an unobstructed view of each area of the premises to which any patron is permitted access for any purpose from at least one (1) of the manager's stations. The view required in this subsection must be by direct line of sight from the manager's station;
- (6) It shall be the duty of the owners and operator, and it shall also be the duty of any agents and employees present in the premises to ensure that the view area specified in Subsection (5) remains unobstructed by any doors, walls, merchandise, display racks or other materials at all times and to ensure that no patron is permitted access to any area of the premises which has been designated as an area in which patrons will not be permitted in the application filled pursuant to *Subsection (1)* of this section;
- (7) No viewing room may be occupied by more than one (1) person at any time;
- (8) The premises shall be equipped with overhead lighting fixtures of sufficient intensity to illuminate every place to which patrons are permitted access at an illumination of not less than one (1) foot-candle as measured at the floor level; and

- (9) It shall be the duty of the owners and operator and it shall also be the duty of any agents and employees present in the premises to ensure that the illumination described above is maintained at all times that any patron is present in the premises.
- d) A person having a duty under *Subsection 11.15(2)(c)(i)(1-9)* above commits a violation if he/she knowingly fails to fulfill that duty.
- 3) EXEMPTIONS. A modeling class operated in accordance with the requirements below shall be exempt from the issuance of a sexually oriented business permit of *Section 11.15 – Sexually Oriented Business Permit* and shall not constitute a “sexually-oriented business” or an “adult use”. The modeling class shall be operated:
- a) By a school, licensed by the State of Georgia; a college, junior college, or university supported entirely or partly by taxation;
- b) By a private college or university which maintains and operates educational programs in which credits are transferable to a college, junior college, or university supported entirely or partly by taxation; or
- c) In a structure:
- i) Which has no sign visible from the exterior of the structure and no other advertising that indicates a nude person is available for viewing;
- ii) Where in order to participate in a class a student must enroll at least three (3) days in advance of the class; and
- iii) Where no more than one (1) nude model is on the premises at any one time.
- 4) INSPECTION.
- a) An applicant or permittee shall permit representatives of the City police department, and any local fire department, Villa Rica Community Development department, or other City departments or agencies to inspect the premises of a sexually oriented business for the purpose of insuring compliance with the law at any time it is occupied or open for business.
- b) A person who operates a sexually oriented business or his agent or employee commits a violation of this ordinance if he refuses to permit such lawful inspection of the premises at any time it is occupied or open for business.
- 5) EXPIRATION OF PERMIT
- a) Each permit shall expire one (1) year from the date of issuance and may be renewed only by making application as provided in *Subsection 11.15(2)*. Application for renewal should be made at least thirty (30) days before the expiration date, and when made less than thirty (30) days before the expiration date, the expiration of the permit will not be affected.
- b) When the Director denies renewal of a permit, the applicant shall not be issued a permit for one (1) year from the date of denial. if, subsequent to denial, the Director finds that the basis for denial of a renewal permit has been corrected or abated, the applicant may be granted a permit if at least ninety (90) days have elapsed since the date the denial became final.
- 6) SUSPENSION. the Director shall suspend a permit for a period not to exceed thirty (30) days if he determines that a permittee or an employee of a permittee has:
- a) Violated or is not in compliance with any section of this ordinance;



- b) Engaged in excessive use of alcoholic beverages while on the sexually oriented business premises;
  - c) Refused to allow an inspection of the sexually oriented business premises as authorized by this chapter; and
  - d) Knowingly permitted gambling by any person on the sexually oriented business premises.
- 7) REVOCATION
- a) The Director shall revoke a permit if a cause of suspension in *Subsection 11.54(6)* occurs and the permit has been suspended with the preceding twelve (12) months.
  - b) The Director shall revoke a permit if he/she determines that:
    - i) A permittee gave false or misleading information in the material submitted to the Community Development department during the application process;
    - ii) A permittee or an employee has knowingly allowed possession, use or sale of controlled substances on the premises;
    - iii) A permittee or an employee has knowingly allowed prostitution on the premises;
    - iv) A permittee or an employee has knowingly operated the sexually oriented business during a period of time when the permittee's permit was suspended;
    - v) A permittee or an employee has knowingly allowed any act of sexual intercourse, sodomy, oral copulation, masturbation, or other sexual conduct to occur in or on the permitted premises; or
    - vi) A permittee is delinquent in payment to the City, County, or State for any taxes or fees past due.
  - c) When the Director revokes a permit, the revocation shall continue for one (1) year, and the permittee shall not be issued a sexually oriented business permit for one (1) year from the date revocation became effective. If, subsequent to revocation, the Director finds that the basis for the revocation has been corrected or abated, the applicant may be granted a permit if at least ninety (90) days have elapsed since the date the revocation became effective.
- 8) TRANSFER PERMIT. A permittee shall not transfer his permit to another, nor shall a permittee operate a sexually oriented business under the authority of a permit any place other than the address designated in the application.
- 9) VIOLATIONS; SEXUALLY ORIENTED BUSINESS INJUNCTION. A person who owns real estate upon which a sexually oriented business is located, operates, or causes to be operated a sexually oriented business without a valid permit or in violation of *Section 11.15 – Sexually Oriented Business Permit* is subject to a suit for injunction as well as prosecution for violations. Such violations shall be punishable by a fine of two-thousand five-hundred dollars (\$2,500.00) per violation. Each day that a violation exists shall constitute a separate offense. Suit may be commenced by the Villa Rica City Attorney or the Prosecuting Attorney of the 5th Circuit Superior Court District of Georgia.

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#### Sec. 11.16 – FEES

- 1) ESTABLISHMENT OF FEES
- a) The fees for all applicant costs incurred in this ordinance shall be established by the Villa Rica City Council. Furthermore, no plan shall be accepted for filing and processing, as provided in this

ordinance, unless and until a filing fee is paid to the City and the application is deemed complete by the City.

- b) The applicant shall be responsible for unforeseen expenses incurred by the City in reviewing the plan or any modifications to the plan. Such expenses may include items such as the cost of professional services including expenses and legal fees in connection with reviewing the plan, prepared reports, inspections, the publication and mailing of public notice in connection therewith, and any other reasonable expenses directly attributable thereon.
- c) Failure to pay the above costs within thirty (30) days of invoice shall stop all processing and review of the site development Plans or shall cause suspension of all development activities on the site.

## 2) SCHEDULE OF FEES

- a) The City of Villa Rica shall establish a schedule of fees for Land Disturbance Permits, amendments, appeals, variances, Special Exception use permits, plan approvals, and other matters pertaining to the administration and enforcement of this ordinance requiring investigations, inspections, legal advertising, postage, and other expenses. Such expenses may include items such as the cost of using professional services to review plans or applications.
- b) The schedule of fees shall be posted in the office of the Community Development department.
- c) Until all applicable fees have been paid in full, no action shall be taken on any application or appeal. Upon the finding of a zoning ordinance violation by a court of competent jurisdiction, the Court may award the City a reasonable attorney fee for the prosecution of said action.
- d) All application and filing fees are nonrefundable regardless of the outcome of the application. This can be waived by the Director.

### Sec. 11.17 – SPECIAL EVENT REVIEW PROCESS

- 1) PURPOSE. The purpose of this chapter is to identify a procedure for the review and approval of Special events.
- 2) APPLICABILITY. See *Section 8.03(4) – Special Events*
- 3) BY RIGHT PERMISSION. All activities with no components exceeding the 'By right Permission' line of *Table 8.01* are permitted to hold the event without any additional review.
- 4) APPLICATION REQUIREMENTS. a complete submittal will include the following items:
  - a) One (1) application Form
    - i) This application form, when completed will contain general information including primary contact information, the name and location of the event, identification of all the property owners and event operators, the parcel number(s), existing zoning district, and must be signed by the property owner(s) or include written authorization for an agent.
  - b) One (1) letter of intent. This letter shall describe, in sufficient detail, the proposed event and all activities associated with the event.
  - c) One (1) Plan which shall contain:
    - i) The location of all existing buildings and features

- ii) The location of all proposed buildings and features
  - iii) Existing streets and alleys adjoining or within the lot
  - iv) The distance between activities and property lines
  - v) The number and location of off-street parking and loading spaces
  - vi) The type and source of sewage disposal, and type and source of water supply
  - vii) Such matters as may be necessary to determine conformance with and provide for the enforcement of this ordinance
  - viii) The size, type, and location of all temporary signage
- d) In addition, the city or any of its departments may require any other information deemed reasonably necessary to determine that the permit meets the requirements of this article. The following standards shall be considered in reviewing the application:
- i) A special event permit may be issued only after an adequate plan for crowd and traffic control, as well as security has been presented, and, when deemed necessary, employment of off-duty, uniformed Villa Rica Police Officer(s) shall be utilized. If Villa Rica Police Officer(s) are not available, then a P.O.S.T. certified police officer(s) may be utilized after they have been verified by the city and obtained by the producer.
  - ii) A special event permit may be issued only after an adequate plan for fire inspection/prevention and/or fire code enforcement and, when deemed necessary, employment of off-duty, uniformed fire personnel has been verified by the city and obtained by the producer.
  - iii) A special event permit may be issued only after an adequate EMS plan and, when deemed necessary, employment of off-duty medics who are state-certified EMT or paramedics has been verified by the city and obtained by the producer.
  - iv) A special event permit may be issued only after adequate waste disposal facilities have been determined by the city and obtained by the producer. The producer shall be required to clean the right-of-way or public property of rubbish and debris, returning it to its pre-special event condition, within 24 hours of the conclusion of the special event. If the producer fails to clean up such refuse, cleanup shall be arranged by the city, and the costs incurred for this service shall be charged to the applicant.
  - v) A special event permit granted by the city may provide for the city to close designated streets and intersections to allow use of the public right-of-way for the special event during designated hours and days.
  - vi) The sound level of any special event must comply with the city noise ordinance.
- e) Application Fee. the Special event application must be accompanied by the payment of a fee as established by *Section 11.15 – Fees*. No application will be considered complete unless accompanied by a fee payment. All fees are nonrefundable, regardless of the outcome of the application.

## 5) SPECIAL EVENT REVIEW PROCEDURE.

- a) Special event administrative review. An event with at least one (1) component meeting the 'administrative review' line of *Table 8.1*, must submit an application as described in *Subsection 4)* above, in addition to an application fee as required by the City of Villa Rica Fee ordinance:
  - i) The Planning Staff will approve or deny the request, or determine that Planning & Zoning Commission review is necessary.
    - (1) All decisions in this chapter are subject to the appeals process in *Section 11.11 – Administrative Appeals Procedure*.
- b) Special Event Planning & Zoning Commission Review: an event with at least one (1) component meeting the 'Planning & Zoning Commission' line of *Table 8.1*, must submit an application as described in *Subsection 4)* above, in addition to an application fee as required by the City of Villa Rica Fee ordinance:
  - i) Planning & Zoning Commission Review. The Planning & Zoning Commission shall review the particular facts and circumstances of each proposed use in terms of the following standards and shall find adequate evidence showing that the use as the proposed location:
    - (1) Will not be a lasting negative on the community at the conclusion of the event;
    - (2) Will be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools; or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately any such services;
    - (3) Will not create excessive additional requirements at a public cost for public facilities and services, and will not be detrimental to the economic welfare of the community;
    - (4) Will not involve uses, activities, processes, materials, equipment, and conditions of operation that will be detrimental to any persons, property, or general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare, or odors;
    - (5) Will have vehicular approaches to the property, which shall be so designed as not to create an interference with traffic on surrounding public thoroughfares;
    - (6) Will not result in the destruction, loss, or damage or a natural, scenic, or historic feature of major importance; and
    - (7) Will be temporary and not be an alternative to a more stringent approval.
  - ii) In the event that the Planning & Zoning Commission feels that additional information is necessary in order to make its decision, it may instruct the applicant or the Planning & Zoning Commission staff to conduct additional studies or seek expert advice.
  - iii) A Public hearing shall be conducted in accordance with the Planning & Zoning Commission Rules of Procedure as amended.
    - (1) Action by the Planning & Zoning Commission shall comply with the Planning & Zoning Commission Rules of Procedure, as amended. The Planning & Zoning Commission shall approve, approve with modifications, deny, or continue the Special event request application.

- (2) The Planning & Zoning Commission may impose conditions on the approval of a Special Event request if the conditions are necessary to satisfy the requirements and intent of this ordinance. Accepted conditions shall become part of the record of approval.
- 6) RECORD OF APPROVAL. The Director shall maintain a record of all administrative and Planning & Zoning Commission approvals.
- 7) FAILURE TO OBTAIN AN APPROVAL. Failure to obtain an approval shall be a violation of this ordinance and punishable under *Chapter XII: Violations and Enforcement*.
- 8) EVENT TO BE AS PROVIDED IN APPLICATION, PLAN, AND PERMIT. Special event permits issued on the basis of plans and applications approved by the Planning & Zoning Commission authorize only the activity and arrangement set forth in the approval, and no other arrangement or activity. Activity or arrangement contrary to that authorized shall be deemed a violation of this ordinance, and punishable as provided in *Chapter XII: Violations and Enforcement*.

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**Sec. 11.18 – FOOD TRUCKS AND MOBILE FOOD VENDORS**

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**1) GUIDELINES**

- a) Mobile food vendors (a mobile food dispensing vehicle that sells prepared food products) and mobile units that sell agricultural produce may be permitted, subject to the approval of a mobile food vendor permit by the Mayor and City Council and the presentation of written permission from the property owner on whose property the mobile food vendor is to be located. All mobile food vending businesses shall be subject to the following criteria:
- i) A mobile food vending business shall be treated and permitted as a Peddler and subject to the regulations thereof.
  - ii) All mobile food units shall be self-contained.
  - iii) All required Georgia Department of Public Health permits must be obtained and copies provided.
  - iv) No mobile food vendor shall be allowed to operate in excess of four (4) consecutive days in any one location, unless they have the Mayor or City Council's written approval to operate at one location for an extended period of time related to a special event lasting more than four days. During days of non-operation, the mobile food vendor and all associated vehicles, etc. must be removed from the premises.
  - v) Only one mobile food unit shall be permitted on a site smaller than a quarter ( $\frac{1}{4}$ ) acre. A maximum of five mobile food units shall be permitted within a "mobile food unit park" – a.k.a. "food truck court" site larger than quarter ( $\frac{1}{4}$ ) acre but smaller than a  $\frac{1}{2}$  acre, unless approved otherwise in writing by the Mayor and City Council for a special event, community event or festival.
  - vi) Mobile food vendors shall only be located and operated in areas or districts zoned non-residential unless they are temporarily operated for specific events held at an institution (i.e. church, school, etc.) that is located on a parcel zoned for residential.



- vii) No more than one mobile food vendor shall operate on the same site per day unless they have the Mayor and City Council's written approval related to a special event or the site is permitted as a "mobile food unit park" – a.k.a. "food truck court."
- viii) Signage will be limited to signage located on the mobile food unit. No portable signage is allowed, with the exception of a sandwich board style sign.
- ix) Property owners renting space to one or more mobile food units (constituting a "mobile food unit park" – a.k.a. "food truck court") shall be considered lessors and shall be required to pay the same annual business license rate per rental space as required of other landlords.
- x) Vending structures shall not be left unattended or stored at any time on the open vending site when vending is not taking place or during restricted hours of operation.



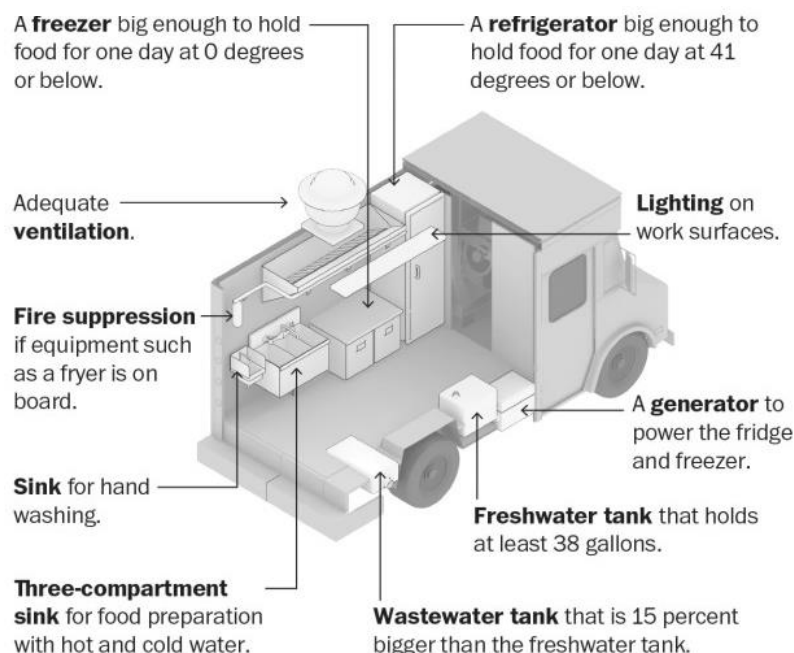
- b) A minimum of four parking spaces per site shall be required for the use of the mobile vendor patrons. Mobile food vendors may not occupy parking spaces required to fulfill the minimum requirements of the principal use, unless they have written approval of the Mayor or City Council.
- c) No mobile vendor shall operate in the following areas:
  - i) Within ten feet from the right-of-way of any public street or roadway.
  - ii) Within a required landscape buffer or improvement setback.
  - iii) Within ten feet of any street intersection or cross walk.
  - iv) Within ten feet of any driveway or other curb cut access, loading zone, or designated transit stop.

- v) In any area within fifteen (15) feet of a building entrance.
  - vi) On the median strip of a divided roadway.
  - vii) In front of display windows of a fixed location business.
  - viii) Within ten feet of a fire hydrant or fire escape.
  - ix) Within ten feet of any parking space or access ramp designated for persons with disabilities.
  - x) On unpaved surfaces, or City property unless otherwise permitted by the Villa Rica City Council.
- d) No vending cart or stand, or any other item related to the operation of a mobile vendor use, shall be located on any city sidewalk or other public way during non-vending hours. Nor shall any vehicle be parked, stored or left overnight on any city sidewalk or other public way.
- e) Vendors shall keep the sidewalks, roadways and other spaces adjacent to their vending sites or locations clean and free of paper, peelings, and refuse of any kind generated from their business. All trash or debris accumulating within twenty-five (25) feet of any vending stand shall be collected by the vendor and deposited in a trash container provided by the vendor. The trash container shall be emptied regularly and marked as being for litter.
- f) Mobile vendors may not do any of the following:
- i) Obstruct pedestrian or motor vehicle traffic flow.
  - ii) Obstruct traffic signals or regulatory signs.
  - iii) Obstruct adequate access to emergency and sanitation vehicles.
  - iv) Interfere with access to abutting properties.
  - v) Sound any device that produces a loud noise or operate any loudspeaker, public address system, radio, sound amplifier, or similar device to attract public attention.
- 2) LICENSE REQUIRED.
- a) It shall be unlawful for any person to sell, or offer for sale, food of any type from a commissary, mobile retail food establishment, pushcart or temporary food establishment without a license first having been granted under this section, except for city-sponsored events.
- b) An application for a license or a permit hereunder shall be submitted to the community development director or his or her designee setting forth all information required hereunder and in compliance with this article. The community development director or his or her designee shall develop a form of application for the purpose of compliance with this article.
- c) The following information shall be provided with each application for a food truck vendor permit:
- i) Name of the food truck vendor;
  - ii) Make, model, and license plate number of vending unit;
  - iii) Owner's contact information;
  - iv) Operator's contact information;
  - v) Type of vendor (street vending unit or sidewalk vending unit);
  - vi) Copy of approved permit from the Carroll County or Douglas County Health Department;
  - vii) List of operating locations and times;
  - viii) Signatures from property owners indicating consent for the use of their property;
  - ix) Signature of applicant indicating agreement to the listed requirements.



- d) No sale or offer for sale shall be made from a food truck vendor unless the vehicle is marked, in letter and numbers at least three inches in height, with the name and address of the food truck vendor licensee.
  - e) The food truck vendor shall comply with all state, federal and local health and safety regulations and requirements and shall obtain and maintain any and all licenses required by any other health organization or governmental organization having jurisdiction over this subject matter.
- 3) PENALTIES
- a) Any person violating any provision of this article may be issued a citation by the Villa Rica Police Department or summons and shall be required to appear in the Villa Rica Municipal Court. Upon conviction, any person shall be subject to any fines and other applicable court costs which may be assessed by the Villa Rica Municipal Court.
- 4) EXCEPTIONS
- a) The Mayor and City Council may provide written approval, related to a special event, of the following exceptions: duration, location, and hours of operation.
- 5) INDEMNITY
- a) As part of the permitting process set forth herein, any person or entity receiving a permit set forth herein shall execute an indemnity agreement indemnifying and releasing the City of Villa Rica, its agents, employees and elected officials from any and all liability against any and all claims, actions and suits of any type whatsoever.
- 6) REVOCATION AND SUSPENSION
- a) The city shall have the right to revoke or suspend any license granted hereunder.
- 7) FEE
- a) The fee for every application for license under this section shall be set by the city council.

Figure 11.2: Food Truck General Requirements



**CHAPTER XII: VIOLATIONS AND ENFORCEMENT****Sec. 12.01 – ENFORCEMENT**

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- 1) It shall be the duty of the Community Development Director, or his/her designee, to enforce the provisions of this Ordinance in the manner and form and with the powers provided in the laws of the State of Georgia and in the Zoning Ordinance of City of Villa Rica.

**Sec. 12.02 – ZONING VIOLATIONS**

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**1) DESCRIPTION OF A VIOLATION**

- a) Whoever violates any of the provisions below shall be guilty of an ordinance violation. Each day during which a set of facts exists that constitutes a violation or offense, it shall constitute a separate offense.
  - i) Failure to comply with any rightful order issued pursuant to the regulations of this Ordinance.
  - ii) Failure to obtain the necessary Land Disturbance Permit, or failure to obtain the necessary Certificate of Occupancy or any other necessary permit as established in this Ordinance.
  - iii) Failure to comply with the provisions or regulations of this Ordinance in the construction, reconstruction, erection, location, alteration, occupancy, or use of a building, structure or any part thereof, or the use of any land.
  - iv) Permitting another person to use a building, structure, or land owned by him, who fails to comply with any of the foregoing.
  - v) Failure to comply with a representation made in the application for a zoning certificate or an occupancy certificate or any other permit.
  - vi) Failure to comply with zoning requirements.
  - vii) Failure to meet any obligation or requirement of this Ordinance.
- b) Whoever knowingly makes a false statement, or knowingly swears or affirms the truth of a false statement previously made when any of the conditions set forth in the provisions below apply, shall be guilty of an ordinance violation for each separate offense. Where contradictory statements relating to the same fact are made by the offender within the applicable period of the statute of limitations, it is not necessary to show which statement was false, but only that any of them were false, to constitute a violation of this Ordinance.
  - i) The statement is made for the purpose of misleading any member of the Planning & Zoning Commission, City Council, Council of Commissioners or any City Official into performing any duty or making any determination required under this Ordinance.
  - ii) The statement is made with purpose to secure the issuance of any permit or certificate.
  - iii) The statement has been sworn or affirmed before a notary public or other person empowered to administer oaths.

- iv) The statement is in writing or in connection with a report, application, or study that is required or authorized.
  - c) No person shall fail or refuse to comply with an order issued by the Community Development Director, or his/her designee. Furthermore, no person shall construct, modify, alter, use or occupy any structure or property in violation of the City of Villa Rica Zoning Ordinance.
- 2) COMPLAINT REGARDING VIOLATION. Whenever a violation of this Ordinance occurs, or is alleged to have occurred, any person may register a complaint. The complaint stating fully the causes and basis of the complaint shall be filed with the Community Development Director. The Director, or his/her designee, shall properly record the complaint, investigate, and take action on the complaint as provided by this Ordinance.
- 3) NOTICE OF VIOLATION. The notice of any violation of this Zoning Ordinance shall be as follows:
  - a) Whenever the Director, or his/her designee, determines that there is a violation of any provision of this Zoning Ordinance, a notice of such violation shall be issued. Such notice shall:
    - i) Be in writing;
    - ii) Identify the violation;
    - iii) Include a statement of the reason or reasons why it is being issued and refer to the section of this Zoning Ordinance being violated; and
    - iv) State the time by which the violation shall be corrected.
  - b) Service of notice of the violation shall be as follows:
    - i) By personal delivery to the person or persons responsible, or by leaving the notice at the usual place of residence of the owner with a person of sixteen (16) years or older; or
    - ii) By certified mail, and first class mail simultaneously, addressed to the person or persons responsible at a last known address. Service shall be deemed complete when the fact of the mailing is entered of record, provided that the first class mail envelope is not returned by the Postal Authorities with an endorsement showing failure of delivery; or
    - iii) By posting a copy of the notice form in a conspicuous place on the premises found in violation.
- 4) ACTION AGAINST A VIOLATION. For any building or structure that is, or is proposed to be, located, erected, constructed, reconstructed, enlarged, changed, maintained or used, or any land that is proposed to be used in violation of this Ordinance or any amendment or supplement thereto, the City Council, the City of Villa Rica Planning & Zoning Commission, the Community Development Director, or any adjacent or neighboring property owner who would be specifically damaged by such violation may, in addition to other remedies provided by law, institute appropriate action or proceedings to prevent such unlawful location, erection, construction, reconstruction, alteration, conversion, maintenance or use which may include the holding of building permits, Certificates of Occupancy, or other permits; to restrain, correct or abate such violation to prevent the occupancy of the said building, structure or land or to prevent any illegal act, conduct, business or use in or about, such premises.

- 5) VIOLATION OF WRITTEN COMMITMENTS. Written commitments may be enforced jointly or severally by:
- a) The City of Villa Rica Planning & Zoning Commission or City Council;
  - b) Owners of all parcels of ground adjoining the real estate to a depth of two (2) ownerships, but not exceeding six-hundred sixty (660) feet from the perimeter of the real estate, and all owners of real estate within the area included in the petition who were not petitioners for approval; and,
  - c) Any party the owner designates on the Development Commitment Recording Form at the time of recording.

#### **Sec. 12.03 – CONSTRUCTION PROCESS VIOLATIONS**

- 1) STOP WORK ORDERS. The Community Development Director or Chief Building Official may place a Stop-Work Order on any land/property improvement process.
- a) Procedure. Stop-Work Orders shall be issued by written letter that shall state the nature of the violation and that the work and/or any other illegal activity must stop immediately until the matter is resolved. If the property is occupied by someone other than the property owner, a copy of said Stop-Work Order shall be provided to said occupant(s). This letter shall be posted in a conspicuous place and be delivered/ mailed to the property owner.
  - b) Reasons. Reasons for a Stop-Work Order include, but are not limited to:
    - i) Not complying with any element of the development standards and/or any regulation of this Ordinance.
    - ii) Not obtaining a Land Disturbance Permit or any other required permit or approval prior to the construction or installation of any improvement for which an approval or permit is required by this Ordinance.
    - iii) Not completing structures or other improvements consistent with any approved Land Disturbance Permit, variance, Special Exception, or other approval.
    - iv) Not meeting the conditions or commitments of a Special Exception, variance, rezoning, or other approval whether recorded or not.
    - v) Not meeting the conditions of a Site Development Plan, Planned Unit Development Detailed Plan, or any written commitment associated therewith.
    - vi) Illegal use or illegal expansion of use of structures, or structures and land in combination.
- 2) MEMORANDUM OF AGREEMENT. The Director must meet with the person(s) served the Stop-Work Order notice within seven (7) days of any such meeting being requested. A Memorandum of Agreement shall be drafted stating the conditions by which construction or action may be resumed. This Memorandum of Agreement must be signed by the Director and the property owner responsible for the violation.

- 3) APPEALS. Any Stop-Work Order issued as a result of the enforcement of this Ordinance, may be appealed to the City Council. This appeal shall follow the provisions established in *Section 11.11 - Administrative Appeals Procedure* of this chapter.
- 4) Resumption of Construction Activities. The Stop-Work Order shall be lifted and construction activity may resume upon either:
  - a) The resolution of the violation(s) to the satisfaction of the Director; or
  - b) The execution of all tasks required by the Memorandum of Agreement.

#### **Sec. 12.04 – IMMEDIATE PUBLIC RISK VIOLATIONS**

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- 1) GENERAL REQUIREMENTS. Any violation of this Ordinance that presents an immediate risk to the health, safety, or welfare of the public or to property within The City of Villa Rica may be corrected by the Director, or a person, firm, or organization selected by the Director without prior notice to the property owner or other person responsible for the violation.
- 2) IMMEDIATE PUBLIC RISK VIOLATION DEFINED. Immediate Public Risk violations shall include but not limited to:
  - a) Obstructions. Signs, structures, landscaping or other materials placed in an easement, sight visibility triangle, or other non-public right-of-way in violation of this Ordinance;
  - b) Distractions. Any sign, structure, landscaping, or other material located on private property that serves to distract or inhibit operators of motor vehicles on adjacent public streets, pedestrians, or other members of the general public; and
  - c) Other Threats. Any other immediate threat to public welfare as determined by any representative of The City of Villa Rica, or by the City Council based upon the advice and recommendation of the Director.
- 3) NOTICE OF VIOLATION. The Director shall provide notice to the owner of the property, as listed in the records of the County Recorder's Office, upon which the violation was located, or any discernible appropriate owner of materials placed within the right-of-way in violation of this Ordinance, by placing a notice in a conspicuous place on the property and by mailing a letter to that property owner.
  - a) Notice Contents. The letter and posted notice shall include the following:
    - i) A citation of the section(s) of the Ordinance that were violated and the characteristic(s) of the violation that posed an immediate threat to public welfare; and
    - ii) The address and phone number of the Director and the name of the person to be contacted by the property owner to discuss the violation.
- 4) LIABILITY. Neither the Director, The City of Villa Rica, nor any other official or entity involved in the seizure of items in violation of this Zoning Ordinance shall be liable for any damage to the seized materials or the property from which they were taken.

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**Sec. 12.05 – TRIAL FOR VIOLATIONS**

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- 1) **PROCEDURE.** A person who receives a notice of violation may elect to stand trial for the offence by indicating on the notice of violation his intent to stand trial and returning a copy of the notice of violation to the issuing agency. The returned copy of the notice of violation shall serve as notice of the person's intent to stand trial, and additional monetary fines prescribed in *Section 12.06 – Monetary Fine and Penalties* shall be stayed upon receipt of the notice. Depending on the nature of the infraction, the City may issue a citation for a violations of the ordinance and send the offending party to Municipal Court for adjudication.
- 2) **CIVIL REMEDIES.** If a person who receives a notice of violation fails to remedy the situation on their own, and fails to give notice of his intention to stand trial as prescribed in this section, The City of Villa Rica, the City Council on behalf of the City or any officer designated by the City Council on behalf of the City may file suit for injunction against any violation of this Zoning Ordinance, or if the violation has caused damages to the City for a judgment for damages and any person, property owner or occupant of property who can show that the person, property owner or occupant of property has suffered harm or whose property has suffered harm as a result of violations of this Zoning Ordinance may file suit for injunction or damages to the fullest extent provided by the law.
- 3) **COURT COST AND FEES.** A person adjudged to have committed a civil zoning violation is liable for the court costs and fees. No cost shall be assessed against the enforcement agency in any such action.
  - a) **Burden.** In proceedings before the court for a civil zoning violation, the *Georgia Civil Practice Act embodied in O.C.G. A. 9-11-1 et. seq.*, shall govern. The designated enforcement entity has the burden of proving the civil zoning violation by a preponderance of the evidence.
  - b) **Relief or Remedy.** Seeking a civil penalty as authorized by this section does not preclude the City from seeking alternative relief from the court in the same action, or from seeking injunctive relief or other remedy in a separate action for the enforcement of this Ordinance.
  - c) **Change of Venue.** If the City is successful in an action brought under this section, the respondent shall bear the costs of the action. A change of venue from the County Superior Court may not be granted in such an action.

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**Sec. 12.06 – MONETARY FINE AND PENALTIES**

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- 1) **APPLICABILITY.** Any person who uses property in violation of the Zoning Ordinance of City of Villa Rica shall be deemed to have committed a civil zoning violation and may receive a notice of violation by the Villa Rica Code Enforcement division.
- 2) **FINE.** A separate offense shall be deemed committed each day upon which a violation occurs or continues and may be subject to a fine of two-thousand five-hundred dollars (\$2,500.00) per violation.
- 3) **ACCOUNTABILITY.** The owner or tenant of any building, structure, premises, or part thereof, and any architect, builder, contractor, realtor, agent, or other person who commits, participates in, assists in, or maintains such violation may each be found guilty of a separate offense and suffer the penalties herein provided.

- 4) **COST OF ATTORNEY, INVESTIGATION, AND OTHER FEES.** If the City of Villa Rica is required to utilize the services of an attorney in investigating a possible violation of this Ordinance or in enforcing the provisions of this Ordinance pursuant to this section or any other Section; and such investigation results in a determination that a violation has occurred, or if the City Council or City is successful in its enforcement of the Ordinance by way of suit, appeal or other appropriate proceeding; the respondent, defendant or party investigated for a violation shall pay the City's reasonable attorney fees and all costs related to the investigation of the violation and/or the enforcement of this Ordinance, unless such attorney fees or the costs are specifically waived by the Villa Rica City Council.
- 5) **WAIVING FINES.** The Community Development Director may, at his/her discretion, waive the assessed fine for timely correction of the violation.

Figure 12.1: Code Compliance Process – City of Villa Rica





**CHAPTER XIII – DEFINITIONS****Sec. 13.01 – DEFINITIONS**

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- A -

**ABANDONMENT:** The relinquishment of property or a cessation of the use of the property by the owner with the intention neither of transferring rights to the property to another owner nor of resuming the use of the property.

**ABUT OR ABUTTING:** To physically touch or border upon; or to share a common property line.

**ACCESS ROAD:** A street designed to provide vehicular access to abutting property and to discourage through traffic.

**ACRE:** A measure of land area containing forty-three thousand five-hundred and sixty (43,560) square feet.

**ACREAGE, GROSS:** The total area within a parcel of land.

**ADDITION (to an existing structure):** Any construction that increases the size of a structure in terms of site coverage, floor area, volume, and/or height. Any walled and roofed expansion to the perimeter of a structure in which the addition is connected by a common load-bearing wall other than a firewall.

**ADJACENT:** To be separated by common property lines, lot lines, right of way or an alley.

**AGRICULTURAL ROADSIDE STAND:** A removable, temporary structure, not permanently affixed to the ground, used or intended to be used solely by the owner or the tenant of a property on which it is located for the sale of seasonable agricultural products produced on the premises and to be removed and stored behind the front building line of the property at the conclusion of the seasonal sales. No roadside stand shall be more than three-hundred (300) square feet in ground area and there shall not be more than one roadside stand on any one premise.

**AGRICULTURAL STRUCTURE:** A structure located on agriculturally used property and designed and constructed to house farm implements, livestock, hay, grain, fruit, and/or other agricultural products, supplies, and equipment used by the operators of the agricultural use. An agriculture structure shall not include dwellings or structures used for the processing, treating, or packaging of agricultural products, or by the public.

**AGRICULTURAL USE, LOW INTENSITY:** Farming, including but not limited to plowing, tillage, cropping, installation of best management practices, seeding, cultivating, or harvesting for the production of food and fiber products (excluding commercial logging and timber harvesting operations); the grazing or raising of livestock (excluding CAFO and CFO operations); Aquaculture; orchards; viticulture (vineyard); Christmas tree farms; and agricultural roadside stands.

**AIR POLLUTION:** Presence in the outdoor atmosphere of one or more air contaminants in sufficient quantities and of characteristics and duration that are injurious to human, plant, or animal life, to property, or which unreasonably interfere with the comfortable enjoyment of life and property.

**AISLE:** The traveled way by which cars enter and depart parking spaces.

**ALLEY:** A right-of-way, other than a street, road, crosswalk, or easement, designed to provide a secondary means of access for abutting properties.

**ALTERATION:** Any change, addition, or modification in construction or use of an existing structure or property.

**ALTERATION, STRUCTURAL:** Any change in the supporting members of a building such as bearing walls, columns, beams, foundations or girders.

**AMENITY:** A natural or man-made feature that enhances or makes more attractive or satisfying a particular property.

**ANIMAL:** Any live vertebrate creature, domestic or wild, excluding human beings.

- 1) **Exotic Animal:** Any animal not identified in the definition of “animal” provided in this part that is native to a foreign country or of foreign origin or character, and is not native to the United States, or was introduced from abroad. This term specifically includes animals such as, but not limited to, lions, tigers, leopards, elephants, camels, antelope, anteaters, kangaroos, and water buffalo, and species of foreign domestic cattle, such as Ankole, Gayal, and Yak.
- 2) **Farm Animal:** Any domestic species of cattle sheep, swine, goats, llamas, horses, or poultry which are normally and have historically, been kept and raised on farms in the United States, and used or intended for use as food or fiber, for improving the quality of food or fiber, or for transportation. This term also includes animals such as rabbits, mink, and chinchilla, when they are used solely for purposes of meat or fur, and animals such as horses and llamas.
- 3) **Pet Animal:** Any animal that has commonly been kept as a pet in family households in the United States, and is cared for and treated in a manner acceptable for pet dogs, cats, guinea pigs, rabbits, hamsters, and birds. This term excludes exotic animals and wild animals.
- 4) **Wild Animal:** Any animal which is now or historically has been found in the wild, or in the wild state, within the boundaries of the United States, its territories, or possessions. This term includes, but is not limited to, animals such as deer, skunk, opossum, raccoon, mink, armadillo, coyote, squirrel, fox, and wolf.

**ANIMAL BOARDING AND STABLES (excluding kennels):** Any structure, land, or combination thereof used, designed, or arranged for the boarding, breeding, or care of dogs, cats, fowl, horses, or other similar domesticated animals for profit, but exclusive of animals used for agricultural purposes.

**ANIMAL SHELTER:** A facility used to care for and house lost, stray, homeless, abandoned, or unwanted animals; including those found running at-large or otherwise subject to impoundment consistent with applicable laws. Animal shelter includes facilities for adoption, medical treatment, and cremation.

**ANTENNA:** Any system of wires, poles, rods, reflecting discs, or similar devices used for the purpose of receiving and/or transmitting signals, images, sounds, or information of any nature by radio, visual, or electromagnetic waves, including but not limited to directional or omni-directional antennas, panels, and microwave or satellite dishes external to, or attached to, the exterior of any building.

**APPEAL:** A request for a review of the Director or Floodplain Administrator’s interpretation of any provision of this Ordinance.

**APPLICANT:** The owner of real estate or an appointed agent of an owner, who makes application to the City of Villa Rica Community Development Department for action by the Villa Rica Planning & Zoning Commission or City Council

**APPLICATION:** The completed form or forms, together with any other required materials, exhibits, and fees required of an applicant consistent with the procedures established by this Ordinance.

**APPURTENANCE:** A minor element of a larger structure, such as a bay window, stairs, light post, etc.

**ARBORIST:** An individual trained in arboriculture, forestry, landscape architecture, horticulture, or related fields and experienced in the conservation and preservation of trees.

**ASSEMBLY FACILITY:** A building or portion of a building in which facilities are provided for group civic, educational, political, professional, religious, cultural, or social functions.

**ASSISTED LIVING FACILITY:** A multiple family structure, controlled either by a public body, institutional body, or nonprofit corporation, a majority of whose occupants shall be sixty-five (65) years of age or over, or a multiple family structure where each unit is occupied by at least one person who is fifty-five (55) years of age or over and is retired, and where the rental arrangement includes primarily non-medical services dealing with the instrumental activities of daily living such as dressing, grooming, bathing, etc.

**AUCTION FACILITY (excluding livestock):** A building or property used for the storage of goods and materials that are to be sold on the premises by public auction, and for the sale of the said goods and materials by public action on an occasional basis only.

**AWNING:** Any structure made of cloth, metal, or glass with a frame attached to a building and projecting over a window, sidewalk, or door, when the same is so erected as to permit its being raised or retracted to a position flat against the building when not in use.

- B -

**BALCONY:** A platform that projects from the wall of a building and is surrounded by a railing or parapet.

**BANQUET HALL:** An establishment which is rented by individuals or groups to accommodate private functions including, but not limited to, banquets, weddings, anniversaries and other similar celebrations. Such a use may or may not include: 1) kitchen facilities for the preparation or catering of food; 2) the sale of alcoholic beverages for on-premise consumption, only during scheduled events and not open to the general public; and 3) outdoor gardens or reception facilities.

**BASEMENT:** A story all or partly underground but having at least one-half ( $\frac{1}{2}$ ) of its interior height below the average finished grade adjoining ground. A basement shall not be counted as a story for the purpose of height regulations unless it has been subdivided into rooms and used for tenant purpose.

**BEACON:** Any light with one or more beams directed into the atmosphere or directed at one or more points not on the same zone lot as the light source; also, any light with one or more beams that rotate or move.

**BERM:** A man-made mound of earth of definite height and width used for landscaping and obscuring purposes.

**BLOCK:** A unit of property bounded by street rights-of-way, railroad rights-of-way, or waterways.

**BOARDING HOUSE:** An establishment offering rooms for rent, where meals are regularly served from a single kitchen (not open to the general public) for compensation for three (3) or more persons, but not exceeding twelve (12) persons. Boarding houses do not include bed and breakfasts, multifamily dwellings, hotels, or motels.

**BREWERY:** A manufacturer or producer of malt beverages for wholesale off the premises but does not include a brewpub as that term is defined in this section. Typical brewing production is greater than 15,000 barrels per year.

**BREWERY, MICRO:** A manufacturer or producer of malt beverages for wholesale off the premises limited to no more than 15,000 barrels per year.

**BREWERY, NANO:** A manufacturer or producer of malt beverages for wholesale off the premises limited to no more than 2000 barrels per year.

**BREWERY, PUB:** Brewpub means a restaurant in which beer or malt beverages are manufactured or brewed, subject to the barrel production limitation prescribed in O.C.G.A. § 3-5-36 for retail consumption on the premises and solely in draft form.

**BUFFER YARD:** An area adjacent to front, side and/or rear property lines, measured perpendicularly from adjacent property lines and/or right-of-way lines, intended to visibly separate one use from another through the use of trees, shrubs, walls, fences, berms, other related landscaping features. Buffer yards are intended to: help maintain existing trees or natural vegetation; maintain privacy; or to shield / block sound, noise, light, odor, chemicals, or other nuisances. Buffer yards can exist in the same horizontal space as front, side, and rear setbacks provided that the largest setback distance shall be met.

**BUILD-TO LINE:** A line parallel to the front property line indicating the distance from the front property/right-of-way line at which principal structures must be built. A built-to line is neither a minimum or a maximum, but rather a specific requirement. Front porches and handicap ramps shall be exempt from build-to line requirements, and must occur behind the property line.

**BUILDABLE AREA:** The three dimensional portion of a lot remaining after the setback, easement, buffers, maximum height, landscaping, or open space requirements of this Ordinance have been met. Also referred to as “Building Envelope.”

**BUILDING:** Any structure that is primarily above ground and enclosed, having a roof supported by columns or walls and intended for the shelter, housing or enclosure of any persons, property, or animals. When separated by division walls from the ground up and without openings, each portion of such building may be deemed as a separate building.

**BUILDING, ACCESSORY:** A subordinate building or structure on the same property or on an approved property as the principal building or structure.

**BUILDING, ATTACHED:** A building that is structurally connected to another building by a foundation, wall, or roof line.

**BUILDING CODE:** The City Ordinance establishing and controlling the standards for constructing buildings, utilities, mechanical equipment and all forms of structures and permanent installations and related matters within the City.

**BUILDING, DETACHED:** A building having no structural connection with another building.

**BUILDING, FRONT LINE OF:** The line of the face of the building nearest the front Lot Line.

**BUILDING INSPECTOR:** That individual designated by the Community Development Director to enforce the provisions of the building code.

**BUILDING, PRINCIPAL:** The building or structure in which is conducted the principal use of the lot on which it is located. Where a substantial part of an accessory building is attached to the principal building in a substantial manner, as by a roof, such accessory building shall be counted as a part of the principal building. Standards recognized by the Indiana Department of Fire and Building Services shall be used to determine whether a given structure constitutes one (1) or more buildings in cases where ambiguities exist.

**BUS OR TRAIN TERMINAL:** A centralized and/ or primary community facility for the transient housing or parking of motor driven buses, trains, or similar mass transit modes of transportation, and the loading and unloading of passengers.

**BUSINESS, COMMERCIAL SERVICE:** Establishments that primarily render services rather than goods. Such services may include, but not be limited to, copy shops, printing services, photo processing, barber and beauty shops, dance/ martial arts/gymnastics studios, salon, nail and tanning.

**BUSINESS, RETAIL:** Any business selling goods, wares or merchandise directly to the ultimate consumer for direct consumption and not for resale. A retail business use includes, but need not be limited, to such activities as: supermarkets or stores that sell hardware, apparel, footwear appliances, furniture, department stores, and discount stores. Also includes the maintenance or operation of offices.

**BUSINESS, RETAIL, SMALL SCALE:** Any retail business that is less than fifteen-thousand (15,000) square feet in floor area. This use may include, but shall not be limited to: antique shop, flower shop, grocery store / supermarket, jewelry store, news dealer / bookstore, office supply store, pharmacy, print shop / copy center, shopping centers ( $\geq 15,000$ sf), and video/music store.

**BUSINESS, RETAIL, MEDIUM SCALE:** Any retail business that is greater than fifteen-thousand ( $\leq 15,000$ ) square feet, but less than thirty-five thousand (35,000) square feet in floor area. This use may include, but shall not be limited to: building supply store, department store, home electronics / appliance store, manufactured home sales, and nursery (retail and wholesale).

**BUSINESS, RETAIL, LARGE SCALE:** Any retail business that is greater than thirty-five thousand (35,000) square feet in floor area. Includes “big box” stores, superstores, and department store bulk sales. This use may include, but shall not be limited to: “big box” stores, superstores, department store bulk sales, or mall/outlet shopping centers.

**BUSINESS, WHOLESALE:** A business establishment that generally sells commodities in large quantities or by the piece to retailers, jobbers, other wholesale establishments, or manufacturing establishments. The commodities are basically for future resale, for use in the fabrication of a product or for use by a business service.

**BUSINESS/FINANCIAL SERVICES OFFICE:** Any office where the primary occupation is concerned with such federal or state-regulated businesses as banking, savings and loans, loan companies, and investment companies.

- C -

**CAMPUS:** An area of land constituting and making up the grounds of an institution, such as a college or university, a business complex, or a manufacturing park.

**CANOPY:** Any structure, other than an awning, made of cloth or metal with frames attached to a building, projecting over a sidewalk.

**CANOPY, GASOLINE ISLAND:** Any structure made of metal with frames attached to the ground or a building, that projects over gasoline islands or pumps.

**CAR WASH:** A building or part of a building containing facilities for washing more than two (2) automobiles within self-service open bays, or using production-line methods with a chain conveyor, blower, steam cleaning device or other mechanical device and which may include on the same site the fueling of automobiles when such fueling is ancillary and preliminary to the principal function of washing vehicles.

**CARPORT:** A covered automobile parking space not completely enclosed by walls or doors.

**CEMETERY:** Land used or intended to be used for the burial of the animal or human dead and dedicated for cemetery purposes, including crematories, columbariums, mausoleums, and mortuaries if operated in connection with and within the boundaries of a cemetery.

**CERTIFICATE OF COMPLETION:** A required certificate for any non-roofed structure, including but not limited to signs and pools, that allows use of the structure after it has been determined that the structure meets all of the requirements of applicable ordinances.

**CERTIFICATE OF OCCUPANCY:** A required certificate allowing occupancy or use of a building or structure after it has been determined that the building or structure meets all the requirements of applicable City and County codes and ordinances, and state and federal regulations.

**CHANGE OF USE:** Any use which substantially differs from the previous use of a building or parcel of land.

**CLUSTER DEVELOPMENT:** A development design technique that concentrates buildings/ structures in specific areas on a site to allow the remaining land to be used for recreation, common open space, and/or preservation of historic or environmentally sensitive features.

**COMMON AREA:** Land within a development which is not individually owned or dedicated to the public, but which is designed and intended for the use, enjoyment, and maintenance of the property owners within that development or other specific area. The common area may include complimentary structures and/or other improvements.

**COMMUNICATIONS SERVICE EXCHANGE:** A telecommunications facility that houses one or more computer systems and related equipment dedicated to building, maintaining, and/or processing data. Such a facility would likely include a telephone service exchange, a data center, and a server farm.

**COMPATIBLE:** Having harmony and consistency in design, function, and/or appearance.

**COMPREHENSIVE PLAN:** A plan adopted by the Villa Rica City Council showing the general location and extent of present and proposed physical facilities including residential, industrial and commercial uses, major streets, parks, schools and other community facilities. This plan establishes the goals, objectives, and policies for the physical development of the City.

**CONCEPT PLAN:** An illustration of the layout of a proposed planned unit development, required prior to a PUD rezoning consideration, and prior to the filing of a Preliminary Plan for a PUD or a Primary Plat for a subdivision.

**CONDITION OF APPROVAL:** Stipulations or provisions set forth as a prerequisite for approval of an application.

**CONDOMINIUM:** Real estate lawfully subject to *O.C.G.A Chapter 3, Article 3*, as amended: Condominiums by the recording of condominium instruments, in which undivided interests in the common areas and facilities are vested in the condominium unit owners. Also, a form of property ownership providing for individual ownership of space in a structure together with an individual interest in the land or other parts of the structure in common with other owners.

**CONSTRUCTION, ACTUAL:** Work done which is beyond the preparation stage and into that stage where the changes or additions are made permanent. Actual construction includes the placing of construction materials in a permanent position and fastened in a permanent manner. Where demolition or removal of an existing building has been substantially begun preparatory to rebuilding, such demolition or removal shall be deemed to be actual construction, provided that the work shall be carried out diligently.

**CONSTRUCTION, NEW:** Any walled and roofed addition, which is connected by a firewall or is separated by independent perimeter load-bearing walls, is new construction.

**CONSTRUCTION, START OF:** The date the building permit was issued, provided the actual start of construction, repair, reconstruction, or improvement was within one-hundred eighty (180) days of the permit date. The actual start means the first placement or permanent construction of a structure (including a manufactured home) on a site, such as the pouring of slabs or footing, installation of piles, construction of columns, or any work beyond the stage of excavation for placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, foundations, or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

**CONSTRUCTION TRAILER:** A manufactured mobile unit without cooking or bathroom facilities, not designed for dwelling purposes, and used as a temporary office during construction.

**CONSTRUCTION PLANS:** Drawings that detail the specific location and design of utilities, streets, and other improvements.

**CONVALESCENT CARE/NURSING HOME:** A home, licensed by the state, for the aged or chronically or incurably ill persons in which five (5) or more persons not of the immediate family are provided with food and shelter or care for compensation, but not including hospitals, clinics or similar institutions devoted primarily to the diagnosis and treatment of the sick or injured.



**COVENANTS:** Private and legal restrictions of various kinds on the usage of lots, typically within a subdivision and applied by the developer, that are recorded with the plat and deed. Covenants are enforceable in civil court by interested or affected parties.

**CREMATORY:** A building or structure containing one or more cremation chambers or retorts for the cremation of dead human bodies or large animals and "large animals" means all cattle, horses, sheep, goat, swine or similar species commonly kept as livestock.

**CROSSWALK:** A strip of land dedicated to public use, which is reserved across a block to provide pedestrian access to adjacent areas.

**CURB:** A concrete boundary marking the edge of a street or other paved area and providing for a change in grade between the street surface and the adjacent unpaved portions of the street right-of-way.

**CURB CUT:** The providing of vehicular ingress and/or egress between property and an abutting public street.

**CURB RADIUS:** The curved edge of a street, driveway, or other paved area at an intersection with another street, driveway, or other paved area.

**CUT:** An excavation. The difference between a point on the original ground and a designated point of lower elevation on the final grade. Also, the material removed in excavation.

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**DAY CARE CENTER (child/adult):** As defined by Georgia Law, and for the purposes of this Zoning Ordinance, a non-residential building where at least one (1) child or adult receives care from a provider:

- 1) While unattended by a parent, legal guardian, or custodian;
- 2) For regular compensation; and
- 3) For more than four (4) hours but less than twenty-four (24) hours in each of ten (10) consecutive days per year, excluding intervening Saturdays, Sundays, and holidays.

**DAY CARE HOME (child/adult):** As defined by Georgia Law, and for the purposes of this Zoning Ordinance, a residential structure in which at least six (6) children or adults (not including those for whom the provider is a parent, stepparent, guardian, custodian, or other relative or any child who is at least fourteen (14) years of age and does not require child care) at any time receive care from a provider:

- 1) While unattended by a parent, legal guardian, or custodian;
- 2) For regular compensation; and
- 3) For more than four (4) hours but less than twenty-four (24) hours in each of ten (10) consecutive days per year, excluding intervening Saturdays, Sundays, and holidays.

**DEALERSHIP OUTDOOR DISPLAY AREA:** An area of designated size for the placement of automobiles, recreational vehicles, motorcycles, trucks, trailers and farm implements, new or used for sale outside of the building or structure. This does not include areas to be designated for customer & employee parking or service areas.

**DECK:** A platform, either freestanding or attached to building that is supported by pillars or posts.

**DECIBEL:** A unit of measurement of the intensity of loudness of sound. Sound level meters are used to measure such intensities and are calibrated in decibels.

**DENSITY:** A unit of measurement that indicates the number of units per acre of land.

- 1) **Gross Density:** A number of units per acre of the total land to be developed, including public rights-of-way and dedicated open space.
- 2) **Net Density:** A number of units per acre of land when the acreage involved includes only the land devoted to intended uses and common open space, and excluding public rights-of-way and dedicated open space.

**DESIGN:** A planned arrangement of forms, shapes, massing, colors, and materials intended to serve a useful purpose or be decorative or artistic. The essence of a design resides not in the elements individually, nor in their method of arrangement, but in the total ensemble that awakens some sensation in the observer's mind.

**DESIGNATED ENFORCEMENT ENTITY:** The board, commission, person, or other entity charged with enforcing a violation of the Zoning Ordinance.

**DETACHED STRUCTURE:** A building that has no structural connection with the principal structure.

**DEVELOPER:** An individual, partnership, corporation (or agent thereof), or other entity that undertakes the responsibility for land development, particularly the designing of a subdivision plat or site Development Plan showing the layout of the land and the public improvements involved therein.

**DEVELOPMENT:** Any man-made change to improved or unimproved real estate including but not limited to:

- 1) Construction, reconstruction, or placement of a building or any addition to a building;
- 2) Installing utilities, erection of walls, construction of roads, or similar projects;
- 3) Construction of flood control structures such as levees, dikes, dams, or channel improvements;
- 4) Mining, dredging, filling, grading, excavation, or drilling operations;
- 5) Construction or reconstruction of bridges or culverts;
- 6) Storage of materials; or
- 7) Any other activity that might change the direction, height, or velocity of flood or surface waters.
- 8) Development does not include activities such as the maintenance of existing buildings and facilities such as painting, re-roofing, resurfacing roads, or gardening, plowing and similar agricultural practices that do not involve filling, grading, excavation, or the construction of permanent buildings.

**DEVELOPMENT PLAN:** Also referred to as Site Development Plan or Site Plan. A detailed, dimensioned plan that illustrates the proposed development or alterations of a site, which would normally include architectural, engineering, landscape architectural, lighting and signage plans, prepared in accordance with the rules and regulations of the City of Villa Rica, and submitted to the Planning & Zoning Commission or other designated body or authority for review and approval.

**DEVELOPMENT PLAN REVIEW:** A process through which adaptive reuse, new development, and structural/site expansions of more than thirty (30%) percent for all multifamily, commercial or industrial

development, and major residential subdivisions must proceed according to the provisions of this Zoning Ordinance.

**DEVELOPMENT STANDARDS:** Regulations provided by this Ordinance that provide specific conditions for the development and use of buildings/structures and property.

**DISTANCE BETWEEN STRUCTURES ON SAME LOT, MINIMUM:** This distance, measured between the points of shortest distance on the exterior facades of two (2) structures, shall determine the minimum separation of multiple structures within one (1) developed lot.

**DISTRICT:** An area with common social, physical, economic, or land use characteristics.

**DRIVE-IN FACILITY:** Any portion of a building or structure from which business is transacted or is capable of being transacted directly with customers located in a motor vehicle during such business transactions.

**DRIVEWAY:** A private roadway providing access for vehicles to a parking space, garage, dwelling or other structure intended for motor vehicle access.

**DRIVEWAY, COMMON:** An access shared by adjacent property owners.

**DWELLING:** Any building, or portion of a building, which is designed or used primarily for residential purposes, including single-family, two-family and multifamily; but not including hotels, motels, boarding houses, lodging houses and tourist housing. Any building or part of a building containing living, sleeping and housekeeping accommodations, and sanitary facilities for occupancy by one (1) or more families.

**DWELLING, ACCESSORY APARTMENT:** A dwelling unit designed for and occupied by one (1) family or single unit of housekeeping, and secondary to a principal use of the property, for use as a complete, independent living facility with provision in the accessory apartment for cooking, eating, sanitation, and sleeping. Accessory apartments shall be clearly subordinate to the principal use in both size and location.

**DWELLING, APARTMENT:** A dwelling unit in a structure arranged, intended, designed, or occupied on a rental basis for the housing of a single-family, an individual, group of individuals, or other single housekeeping unit.

**DWELLING, MANUFACTURED HOME/MOBILE HOME:** As defined in 42 USC 5402, and for the purposes of this Ordinance, a structure, transportable in one or more sections, which, in the traveling mode, is eight (8) body feet or more in width or forty (40) body feet or more in length, or, when erected on site, is three-hundred twenty (320) or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems contained therein; except that such term shall include any structure which meets all the requirements of this paragraph except the size requirements and with respect to which the manufacturer voluntarily files a certification required by the Secretary and complies with the standards established under this chapter; and except that such term shall not include any self-propelled recreational vehicle.

**DWELLING, MULTI-FAMILY:** A building consisting of three (3) or more dwelling units, including condominiums, with varying arrangements of entrances and party walls. Individual kitchen/ dining and restroom/bathing facilities shall be provided in each separate dwelling unit. Multifamily housing may

include public housing and industrialized units. The number of families and housekeeping units in residence not exceeding the number of dwelling units provided.

DWELLING, SINGLE FAMILY, ATTACHED: Single-family units, not more than three (3) in any one (1) building, which are physically attached, one to another, by a combination of common or adjoining vertical walls or floors which have individual heating and plumbing systems. Includes two-family dwellings.

DWELLING, SINGLE FAMILY: A building containing one (1) dwelling unit and that is not attached to any other dwelling by any means and is surrounded by open space or yards. This definition includes Manufactured Homes that are approved under *2010 Georgia Code Title 8 – Chapter 2: Buildings and Housing*.

DWELLING SITE: A site within a manufactured home park with required improvements and utilities that is leased for the long term placement of manufactured homes.

DWELLING, TWO-FAMILY: A building consisting of two (2) dwelling units which may be either attached side by side, or one above the other; and each unit having a separate or combined entrance or entrances from the outside of the building.

DWELLING UNIT: A room or group of rooms designed and equipped exclusively for use as living quarters for only one (1) family and its household employees, including sleeping, cooking, and sanitary facilities. The term shall include manufactured homes but shall not include recreational vehicles.

- E -

E.I.F.S.: Acronym for Exterior Insulation Finishing System, a construction siding material.

EASEMENT: Authorization by a property owner for the use of a designated part of the subject property by specific persons, the general public, corporations, utilities, or others, for a specified purpose, of any.

EDUCATIONAL INSTITUTIONAL, EXCLUDING P-12, PUBLIC/PRIVATE: Examples may include trade schools, learning academies, defensive driving schools, self-defense, martial arts, colleges and universities.

EGRESS: An exit.

ELECTRONIC VARIABLE MESSAGE SIGNS (EVMS): A sign, or component of a sign, such as an electrically or electronically controlled message center, where the characters, letters, or illustrations can be changed or rearranged either in the field, or from a remote location, without physically altering the face or the surface of the sign.

ELEVATION: A flat scale drawing of the front, rear, or side of a building.

ENLARGEMENT: An increase in size of an existing structure or use.

ESSENTIAL SERVICES, MAJOR: Services of a regional nature that normally entail the construction of new buildings or structures such as generating plants and sources, electrical switching facilities, and stations or substations, community waste water treatment plants, and similar facilities. Included in this use type are also electric, gas, and other utility transmission lines of a regional nature that are not otherwise reviewed and approved by the state and all overhead service, distribution and transmission lines.

ESSENTIAL SERVICES, MINOR: Services that are necessary to support development within the immediate vicinity and that involve only minor structures. Included in this use type are small facilities such as

transformers, relay and booster devices, and well, water and sewer pump stations. Also included are wireless telecommunication antennas attached to an existing building or structure, including but not limited to utility poles, signs, broadcasting or communication facilities, and water towers, and that do not increase the height of such building or structure by ten (10) feet.

**EXCAVATION:** Any act by which earth, sand, gravel, rock or any other similar material is dug into, cut, quarried, uncovered, removed, displaced, relocated or bulldozed. Shall also include the conditions resulting therefrom.

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**FACADE:** The portion of any exterior elevation on a building, extending from grade level to the top of the parapet, wall, or eaves for the entire width of the building elevation.

**FAMILY:** Defined as:

- 1) one (1) or more persons related by blood, marriage, adoption or other duly-authorized custodial arrangement; or
- 2) not more than four (4) unrelated persons living together in a dwelling sharing common sleeping, cooking, living, and eating facilities; or
- 3) residents of a Group Home (see “Group Home”) licensed by the State of Indiana.
- 4) A family does not include any society, club, fraternity, sorority, group living in a boarding house, hotel, motel, bed and breakfast facility, lodging house, rooming house, assisted living facility, nursing home, or club.

**FAMILY DAY CARE HOME:** Family child care is home-based care provided for a portion of the day in a private family home for compensation. The home must be inhabited by the family/individual who is providing care, and the provider's hours of operation may not exceed eighteen (18) hours in a 24-hour period.

**FARMER’S MARKET:** The seasonal selling at retail of home-grown vegetables or produce, occurring in a pre-designated area, where the vendors are the same individuals who have raised the products for sale.

**FENCE:** Any artificially constructed barrier of any material or combination of materials erected to enclose or screen areas of land.

**FENCE, BARBED-WIRE/RAZOR-WIRE:** One or more strands of wire or other material having intermittent sharp points of wire or metal that may puncture, cut, tear, or snag persons, clothing, or animals.

**FILL:** Any act by which earth, sand, gravel, rock or any other material is placed, pushed, dumped, pulled, transported or moved to a new location above the natural surface of the ground or on top of the stripped surface. Shall also include the conditions resulting therefrom. Also the difference in elevation between a point on the original ground and a designated point of higher elevation on the final grade, or the material used to make a fill.

**FINANCIAL GUARANTEE:** Any guarantee which may be accepted in lieu of a requirement that certain improvements be made before the Commission approves the secondary plat, including but not limited to,

performance bonds, escrow agreements, letters of credit, deposit agreements, and other similar collateral or surety arrangements approved as valid and enforceable by the Commission.

**FINANCIAL INSTITUTION:** Any building, property or activity of which the principal use or purpose of which is the provision of financial services including but not limited to banks, facilities for automatic teller machines (ATM's), credit unions, savings and loan institutions and mortgage companies.

**FIXTURE, LIGHT:** The assembly that holds the lamp (bulb) in a lighting system. It includes the elements that provide light output control, such as a reflector (mirror) or refractor (lens), the ballast, housing, and the attachment parts.

**FLAG:** Any fabric, banner, or bunting containing distinctive colors, patterns, or symbols, used as a symbol of a government, political subdivision, or other entity.

**FLAT ROOF:** The silhouette formed by a roof line. While the name infers a roof with no pitch, the actual roof structure is required to have a slope for drainage purposes. The roof line can be stepped or flat in appearance by using architectural elements such as cornices, mansards, and parapets.

**FLEA MARKET:** An occasional or periodic sales activity held, for profit, within a building, structure, or open area where groups of individual sellers offer goods new and used, for sale to the public, (not to include private garage sales) in rental spaces for a fee. Flea market shall not include informal garage or yard sales.

**FLEX SPACE:** A building, usually prefabricated, that provides the appearance of a "store front" with a designated use and generally includes an additional use located within the back of a building. Typically, these buildings are designed to be multifunctional containing office or retail space in the front of the building along the "storefront" while other uses including office, retail, warehousing or light manufacturing are located in the rear of the building, hidden by the "store front" use.

**FLOOR AREA, FINISHED:** That portion of floor area constructed, completed, and usable for living purposes with normal living facilities which includes sleeping, dining, cooking, working, entertainment, common space linking rooms, areas for personal hygiene, or combination thereof. Floor area or portion thereof used only for storage purposes and not equipped for the facilities mentioned above shall not be considered Finished Floor Area. The Finished Floor Area of a principal structure does not include a garage, carport, deck, unfinished storage, patio, or open porch.

**FLOOR AREA, GROSS:** The sum of the gross horizontal areas of the several floors of a building measured from the exterior face of exterior walls, or from the center line of a wall separating two (2) buildings. The gross floor area shall not include interior parking spaces, loading space for motor vehicles or any space where the floor to ceiling height is less than six (6) feet.

**FLOOR AREA, GROUND:** The area of a building in square feet, as measured in a horizontal plane at the ground level within its largest outside dimensions, exclusive of open porches, breezeways, terraces, garages, and exterior stairways.

**FLOOR AREA, NET:** The total of all floor area of a building, excluding stairwells and elevator shafts, equipment rooms, interior vehicular parking or loading, and all floors below the first or ground floor, except when used or intended to be used for human habitation or service to the public.

**FLOOR AREA RATIO:** The total floor area of all stories of all buildings or structures on a lot, divided by the total land area of such lot.

**FOUNDATION:** The supporting member of a wall or structure.

**FOUNDATION, PERMANENT:** A structural system, constructed of masonry or poured concrete, for transposing loads from a structure to the earth at a depth below the established frost line without exceeding the safe bearing capacity of the supporting soil.

**FRONTAGE OR BLOCK FRONTAGE:** All property on both sides of a street between two intersecting streets (crossing or terminating) measured along the line of the street, or if the street is dead-ended, then all of the property abutting both sides between an intersecting street and the dead end of the street. Also known as Street Frontage.

**FRONTAGE ROAD:** A road which parallels a major arterial or collector street, providing access from abutting property and separated from the thoroughfare by a common dividing strip.

**FULL CUTOFF:** A light fixture which prevents distribution of light above a horizontal plane through the lowest point of the bulb or lens, diffuser, reflective housing enclosure, or other parts intended to distribute light.

**FULLY SHIELDED:** A fixture constructed, installed, and/or mounted so that a line of sight to the bulb is obstructed by an opaque material when viewed at ground level or above from all adjoining residential and public right-of-way property lines and from twenty (20) feet inside all other adjoining property lines.

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**GARAGE, PRIVATE:** A detached accessory building or portion of a principal building for the parking or temporary storage of automobiles, travel trailers or boats of the occupants of the premises. (Not a repair facility.)

**GARAGE, PUBLIC:** A principal building or accessory building other than a private garage, used for parking or temporary storage of passenger automobiles, and, in which, no vehicle sales or service shall be provided for remuneration.

**GARAGE/YARD SALE:** The sale or offering for sale to the general public six (6) or more items of personal property on any portion of a lot in a residential zoning district, either within or outside of a structure.

**GLARE:** The reflection of harsh, bright light producing an effect that causes annoyance, discomfort, or loss of visual performance and visibility.

**GRADE:** The surface of the ground adjacent to the exterior walls of a building.

**GRADING:** Any stripping, cutting, filling, stockpiling or any combination thereof; also the land in its cut or filled condition.

**GRADING PLAN:** The drawing and supporting documents that describe the process and result of the excavating, filling, or leveling of a property by mechanical or other artificial methods.

**GRANDFATHERED:** A description of the status of certain properties, uses, activities, and conditions that were legally existing prior to the effective date of this Ordinance.



**GREEN SPACE AREA:** That portion of the front yard of a lot that is immediately adjacent and parallel to the street right-of-way of the Ronald Reagan Parkway and all other Roads within the identified boundaries.

**GREENHOUSE, COMMERCIAL:** A greenhouse used for the growing of plants, all or part of which are sold at retail or wholesale either on or offsite.

**GROUP HOME:** A residential care facility licensed by the State of Georgia which provides room and board, and personal care and supervision for not more than ten (10) aged, developmentally disabled or mentally ill persons, none of whom has a history of violent or anti-social behavior, who are able to be integrated into a family-type setting.

- H -

**HARDSHIP** (as related to variances of this ordinance): The exceptional hardship that would result from a failure to grant the requested variance. The City Council requires that the variance is exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is NOT exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

**HAZARDOUS WASTE:** Any refuse, solid waste or combination of solid wastes that, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may:

- 1) Cause or significantly contribute to an increase in mortality or increase in serious irreversible, or incapacitating reversible illness; or
- 2) Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

**HAZARDOUS MATERIAL:** Any substances or materials that by reason of their toxic, caustic, corrosive, abrasive, or otherwise injurious properties, may be detrimental to the health of any person handling or otherwise coming into contact with such material or substance.

**HEALTH CARE FACILITY, MEDICAL OR EMERGENCY:** A facility or institution, whether public or private, used for the care, diagnosis and treatment of sick, ailing, infirm and/or injured persons and those who are in need of medical or minor surgical attention, but who are not provided with board or room, nor kept overnight on the premises.

**HEALTH SPA:** A place or building where active exercise and related activities are performed utilizing weight control or muscle building equipment or apparatus for the purpose of physical fitness. Also a place or building that provides massage, exercise, and related activities with or without such equipment or apparatus.

**HEDGE:** A row of closely planted shrubs, bushes, or any other kind of plant used as a compact, dense, living barrier that protects, shields, separates, or demarcates an area.

**HEIGHT:** Defined as:

- 1) Structure or Building Height: In all instances, the height of a structure shall be measured from the average elevation of the proposed finished grade to the highest point of the structure. Exemptions are listed in *Section 7.07 – Height Standards*.
- 2) Building Maximum: The maximum allowable vertical distance of a building or structure. Certain height exceptions are permitted according to the provisions of *Section 7.07 – Height Standards*.

HOME BASED-BUSINESS: 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: A business based in the dwelling of its owner or operator which results in minimal business practices within residential zoning districts, the scope and character of which is defined by the requirements of the Home Occupation standards of this Ordinance.

HOME OWNERS ASSOCIATION: An incorporated non-profit organization operating under recorded land agreements through which each lot owner is automatically a member and each lot is automatically subject to a proportionate share of the expenses for the organization's activities, such as maintaining common property.

HORIZONTAL FOOTCANDLES: The amount of light striking a horizontal plane or surface.

HOSPITAL: Any building or other structure containing beds for at least four (4) patients and devoted to medical diagnosis, treatment or other care of human ailments. Any institution, licensed by the State Department of Health, providing primary health services and medical or surgical care to persons, primarily in-patients, suffering from illness, disease, injury, deformity and other abnormal physical or mental conditions, and including as an integral part of the institution, related facilities such as laboratories, outpatient facilities, central service facilities, staff offices, or training facilities. Such institution must be operated by, or treatment given under direct supervision of a licensed physician. Types of hospitals include general, mental, chronic disease and allied special hospitals such as cardiac, contagious disease, maternity, orthopedic, cancer, and the like. Hospital does not include nursing homes, retirement facilities, shelters, or boarding houses.

HOTEL OR MOTEL: A facility offering transient lodging accommodations on a daily rate to the general public and potentially providing additional accessory services such as restaurants, meeting rooms and recreational facilities.

HOUSE-SIDE (SHIELD): Lighting industry term for an internal or external shield installed on a light fixture designed to limit light spill and glare to off-property locations.

- I -

ILLUMINATION, EXTERNAL: Illumination of a sign that is affected by an artificial source of light not contained within the sign itself.

IMPERVIOUS SURFACE: Any hard surfaced, man-made area that does not readily absorb or retain water, including but not limited to: building roofs, parking and driveway areas, sidewalks and paved recreation areas.

**IMPROVEMENT:** Any man-made building, structure, bridge, work of art, area, parking facility, public facility, fence, gate, wall, landscaping, or other immovable item that becomes part of, placed upon or is affixed to real estate.

**INCIDENTAL:** A minor occurrence or condition that is customarily associated with a permitted use and is likely to ensue from normal operations.

**INDUSTRIAL PARK:** A planned, coordinated development of a tract of land with two or more separate industrial buildings. Such development is planned, designed, constructed, and managed on an integrated and coordinated basis with special attention given to on-site vehicular circulation, parking, utility needs, building design, orientation and open space.

**INFILL DEVELOPMENT:** The development of new housing or other principally permitted buildings on scattered development sites in a developed or built-up area.

**INFRASTRUCTURE:** Facilities and services needed to sustain industry, residential, commercial, and all other land use activities, including utilities and streets.

**INGRESS:** Access or entry point.

**INSPECTORS:** Employees of the City authorized by the Community Development Director to enter, examine, and survey all lands within the City to accomplish the enforcement of this Ordinance and any other land use regulations of the City.

**INTEGRATED CENTER:** A group of commercial establishments planned, constructed and managed as a total entity with customer and employee parking provided on-site, provision for goods delivery separated from customer access, aesthetic considerations, and protection from the elements.

- J -

**JUNK:** Old or scrap copper, brass, rope, rags, batteries, paper, trash, rubber debris, waste, or junked, dismantled, or wrecked automobiles or automobile parts, iron, steel, and other old scrap ferrous or nonferrous material.

**JUNK YARD:** As defined by *O.C.G.A. 43-43-1*, as amended; An establishment or place of business that is maintained, operated, or used for storing, keeping, buying, or selling junk, or for the maintenance or operation of an automobile graveyard.

**JURISDICTION:** Any area over which a unit of government exercises power and authority.

- K -

**KENNEL, PRIVATE:** Any building or land designated or arranged for the care of more than a combined total of eight (8) dogs and/or cats, and limited further to a maximum of four (4) dogs and a maximum of four (4) cats, six (6) months of age or older, belonging to the owner of the principal use, kept for the purposes of personal enjoyment as pets, all of which have been sterilized (spayed or neutered) or more than a combined total of three (3) dogs and/or cats, six (6) months of age or older, belonging to the owner of the principal use, kept for the purposes of personal enjoyment as pets, that have not been sterilized.

KENNEL, COMMERCIAL: An establishment licensed to operate a facility housing domestic animals such as, but not limited to, dogs or cats, and where activities including, but not limited to, grooming, breeding, boarding, training or selling of animals are conducted as a business.

- L -

LAND DISTURBANCE PERMIT: A permit stating that the proposed erection, construction, enlargement, alteration, repair, improvement, removal, conversion, demolishing, or moving of a building or structure; alteration of the condition of the land; or change in the use or occupancy of a property complies with the provisions of this Ordinance.

LANDSCAPING: The improvement of a lot with grass, shrubs, trees, and other vegetation and/ or ornamental objects. Landscaping may include pedestrian walks, flower beds, berms, fountains and other similar natural and man-made objects.

LANDSCAPING, DEFECTIVE: Dead or dying plant material, damaged berms, walls, fences, and/or other landscaping elements.

LDN CONTOUR: A line linking together a series of points of equal cumulative noise exposure bases on the LDN metric.

LIGHT INDUSTRIAL PROCESSING AND DISTRIBUTION: Processing and distribution of materials and products from processed or previously manufactured materials. Light industry is capable of operation in such a manner as to control the external effects of processing such as smoke, noise, odor, etc.

LIVING AREA: The sum of the livable horizontal areas of a building measured from the interior faces of the exterior walls, exclusive of unfinished basements, unfinished attics and attached garages.

LIVING AREA, GROUND FLOOR MINIMUM: The sum or average, where designated, of the livable horizontal areas on the ground level of a residential building measured from the interior faces of the exterior walls, exclusive of attached garages and communal facilities such as multifamily laundry facilities or common rooms. The minimum for a specific residential structure shall be dependent on the number of stories within the residential structure.

LIVING AREA, TOTAL MINIMUM: The sum of the livable horizontal areas on all levels of a residential dwelling unit measured from the interior faces of the exterior walls, exclusive of basements, unfinished attics and attached garages. Each residential dwelling unit shall have separate and individual kitchen and bathroom facilities.

LOADING SPACE, OFF-STREET: Space logically and conveniently located for bulk pickups and deliveries, scaled to delivery vehicles expected to be used, and accessible to such vehicles when required off-street parking spaces are filled. Required off-street loading space is not to be included as off-street parking space. Off-street loading spaces shall be located totally outside of any street or alley right-of-way. An off street space, located on the same lot with a building or group of buildings, for the temporary parking of a commercial vehicle while loading or unloading merchandise, materials or goods.

LOCATION MAP: A drawing which shows the relationship of the proposed subdivision, Development Plan or use to other nearby developments or landmarks and community facilities and services in order to better locate and orient the area in question. Such map shall show the closest cross streets in all directions.

**LOT:** A parcel of land of sufficient size to meet minimum zoning requirements for use, coverage, and buildable area, and to provide such yards, setbacks, and other open spaces as required by this Ordinance. Such lot shall have frontage on an improved public street, or on a private street which meets City standards. A lot may be a single parcel separately described in a deed which is recorded in the Office of the County Recorder; or a lot may be a single parcel separately described in a survey which is recorded in the Office of the County Recorder; or a lot may include a parcel contained in a plat or subdivision of land which is recorded in the Office of the County Recorder; or a lot may include parts of, or a combination of, such parcels which are adjacent to one another and used as one. Each lot shall be limited to one (1) principal building and one (1) principal use and its accessory buildings.

**LOT AREA:** The horizontal area within the exterior lines of a lot, including any easements, but excluding any rights-of-way or other similar dedications to the public.

**LOT, BUILDABLE:** Any lot upon which improvements are permitted to be constructed, or which is otherwise allowed to be occupied and used consistent with all applicable requirements of this Ordinance.

**LOT, CORNER:** A lot or parcel of land abutting upon two (2) or more streets at their intersection, or upon two (2) parts of the same street forming an interior angle of less than one-hundred thirty-five (135) degrees.

**LOT COVERAGE:** The ratio of either enclosed ground floor area of all buildings; or the lot area that is covered, occupied or enclosed by buildings structures, parking areas, driveways, walkways, and other paved or impervious surface on a lot, to the horizontally projected area of the lot, expressed as a percentage.

**LOT COVERAGE (all impervious surfaces), MAXIMUM:** The maximum amount of ground floor area occupied by buildings, structures, parking lots, or other impervious surfaces on a lot expressed as a percentage of the horizontally projected area of the lot.

**LOT COVERAGE (structures and buildings), MAXIMUM:** The maximum amount of enclosed ground floor area of all buildings on a lot expressed as a percentage of the horizontally projected area representing the bulk and mass on the lot.

**LOT DEPTH:** The mean horizontal distance measured from the Front Lot Line to the Rear Lot Line, measured in the general direction of the Side Lot Line.

**LOT, DEVELOPED:** A lot upon which improvements have been made or is otherwise being used for human purposes.

**LOT, FLAG:** A lot not meeting the minimum frontage requirements and where access to the public road is by a narrow private right-of-way or driveway.

**LOT FRONTAGE:** The frontage of a lot shall be construed to be the portion adjacent to street right-of-way. For the purpose of determining setback and other lot requirements on corner lots and through lots, all sides of a lot adjacent to street right-of-way shall be considered frontage.

**LOT FRONTAGE, MINIMUM:** The minimum length for each lot frontage, which shall be measured between side lot lines at the street right-of-way or private street easement.

**LOT, INTERIOR:** Any lot which is not a corner lot or through lot.

**LOT, IRREGULAR:** A lot that is characterized by elongations, angles, shapes, and/or configuration that is inconsistent with the topography, street systems, other lots, and other features of the area in which it is located.

**LOT LINE:** The property lines defining the legal boundary of a lot.

**LOT LINE, FRONT:** The line separating a lot from the adjacent street right-of-way on which the lot fronts. For a corner lot, the line marking the boundary between the lot and each of the abutting street rights-of-way.

**LOT LINE, REAR:** The Lot Line opposite and most distant from the Front Lot Line. In the case of an irregular or triangular-shaped lot, and for the purposes of determining any setback measured from the rear lot line, the rear lot line shall be an imaginary line at least ten (10) feet in length within the lot, parallel to and at the maximum distance from the Front Lot Line.

**LOT LINE, SIDE:** Any Lot Line other than a Front Lot Line or Rear Lot Line.

**LOT, MINIMUM AREA OF:** The smallest lot area established by this Ordinance on which a use or structure may be located in a particular district, and which does not include any street right-of-way.

**LOT, NONCONFORMING:** see “Nonconforming Use, Lot, Structure (Legal)” and “Nonconforming Use, Lot, Structure (Illegal)”

**LOT OF RECORD:** A lot which is part of a subdivision recorded in the Office of the County Recorder; or a lot or parcel described by metes and bounds, the description of which has been so recorded; or a parcel of land, the deed to which has been recorded in the Office of the County Recorder prior to the date of passage of this Ordinance.

**LOT, REVERSED FRONTAGE:** A lot on which frontage is at right angles to the general pattern in the area. A reversed frontage lot may also be a corner lot.

**LOT SIZE, MINIMUM:** The smallest area established by this Ordinance on which a use, structure or building may be located in a particular district and which does not include any street right-of-way.

**LOT, THOUGH:** A lot other than a corner lot having frontage on two (2) or more non-intersecting streets. Also referred to as Double Frontage Lot.

**LOT, UNDEVELOPED:** A lot of record upon which no improvements exist.

**LOT WIDTH:** The horizontal distance between the side property lines of a lot measured at right angles to its depth along a straight line parallel to the front lot line at the front setback line. Lot width on cul-de-sac lots and other lots with curving frontages is measured as a line parallel to the frontage and at the front setback line.

**LOT WIDTH, MINIMUM:** This refers to the minimum width a lot must have in order to be considered developable by this Ordinance.

**LUMINAIRE:** A complete lighting unit consisting of a light source and all necessary mechanical, electrical, and decorative parts.

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**MAINTENANCE GUARANTEE:** Any security which may be required and accepted by Villa Rica City Council to assure that necessary improvements will function as required for a specific period of time.

**MANEUVERING AISLE:** A maneuvering space which serves two or more parking spaces, such as the area between two rows of parking spaces and/or the driveway leading to those spaces.

**MANEUVERING SPACE:** An open space in a parking area which is immediately adjacent to a parking space; is used for and/or is necessary for turning, backing or driving forward a motor vehicle into said parking space; but is not used for the parking or storage of motor vehicles.

**MANUFACTURED HOME PARK:** A parcel or contiguous parcels of land containing two (2) or more dwelling sites, with required improvements and utilities, that are either sold or leased for long term placement of Manufactured Home Dwellings. A Manufactured Home Park does not involve sales of Manufactured Home Dwellings in which unoccupied units are parked for inspection or sale.

**MANUFACTURING, HEAVY:** A use engaged in the processing and manufacturing of materials or products predominately from extracted or raw materials, or a use engaged in storage of, or manufacturing processes using flammable or explosive materials, or storage or manufacturing processes that potentially involve hazardous or commonly recognized offensive conditions which would generate objectionable or hazardous elements such as: heat, smoke, odor, vibration, water pollution, electromagnetic disturbances, radiation or dust.

**MANUFACTURING, LIGHT:** Manufacturing or other industrial uses which are controlled operations; relatively clean, quiet and free of objectionable or hazardous elements such as smoke, noise, odor, or dust; operating and storing within enclosed structures; and generating little industrial traffic and no nuisance.

**MASONRY:** Construction material that consists of brick, stone, tile, rock, granite, marble, or other built-up panels of these materials, or molded concrete that is held together with mortar, as long as the molded concrete does not make up a continuous wall section.

**MASSING:** The shape and form a building takes on through architectural design. There are ten (10) architectural design elements that create urban space;

- 1) building silhouette (similar pitch and scale to a roof line),
- 2) spacing between building facades (setbacks or notches between primary facades that frame the structure),
- 3) setback from property line (building setback and/or primary facade setback from the property line),
- 4) proportion of windows, bays, and doorways (vertical or horizontal elements tied together in bands across facade lengths),
- 5) proportion of primary façade (size of facades similar in area and height to width ratios),
- 6) location and treatment of entryway (important visual commonality between structures),
- 7) exterior materials used (similar materials and treatment add to detail and monumentality of a building),
- 8) building scale (similarity of building height and configuration),
- 9) landscaping (ties together buildings and defines space), and



- 10) shadow patterns form decorative features (the light and dark surfaces from materials used and projections from windows, bays, and setbacks create visual breaks). A specific project may not need to incorporate all ten (10) elements.

**MECHANICAL EQUIPMENT:** Equipment installed for a use appurtenant to the principal use. Such equipment may include heating and air conditioning equipment, solar collectors, parabolic antennas, and power generating devices.

**MEDIAN:** An area in the approximate center of a city street or state highway that is used to separate the directional flow of traffic, may contain left-turn lanes, and is demarcated by curb and guttering, having painted or thermally applied stripes or other means of distinguishing it from the portion of the roadway used for through traffic.

**METES AND BOUNDS:** A description of land prepared by a state-registered land surveyor providing measured distances and courses from known or established points on the surface of the earth.

**MIXED-USE DEVELOPMENT:** An area, parcel of land, or structure developed in a compact urban form for two (2) or more different, principal land uses, at least two (2) of which must be from separate use categories such as but not limited to residential, office, retail, service, public, light manufacturing, or entertainment, and planned as a unified complementary whole, and functionally integrated to the use of shared vehicular and pedestrian access and parking areas.

**MIXED USE STRUCTURE:** A building or structure which includes two (2) or more principal, compatible uses, at least two (2) of which must be from separate use categories such as but not limited to residential (not allowed on the ground floor), office, retail, service, public, light manufacturing, or entertainment, and planned as a unified complementary whole, and functionally integrated to the use of shared vehicular and pedestrian access and parking areas.

**MOBILE FOOD UNIT:** A self-contained vehicle, trailer or pushcart that serves prepared foods or prepares and serves food in various locations of the city.

**MOBILE FOOD UNIT PARK:** More than one mobile food unit (a.k.a. food truck park) located on a site larger than ¼ acre.

**MODIFICATION:** A specific change or lessening of the regulations established by this Ordinance that may be initiated by the Planning & Zoning Commission for a specific development in response to

- 1) unique site characteristics or development patterns that justify relief from the otherwise generally applicable regulations, or
- 2) an alternative development proposal deemed by the Planning & Zoning Commission to meet the intent and spirit of this Ordinance and representing a creative and desirable application of different standards.

**MOTOR VEHICLE, COMMERCIAL:** Any motor vehicle used or designed:

- 1) for use in pulling, towing, hauling, transporting, or
- 2) as a temporary or permanent base, platform, or support for equipment, machinery, materials or other goods (including but not limited to stake body trucks, dump trucks, trucks or trailers having

- dual rear wheels or more than two (2) axles, semi-trailer tractors, semi-trailers and trailers having dual rear wheels or more than one (1) axle or having an overall length of more than twelve (12) feet;
- 3) passenger vehicles marked by signage, logos or commercial messages. This definition does not apply to motor vehicles which serve as a source of transportation for an individual residing at the premises where the vehicle is stored or parked on a regular basis and is not used in any commercial activity.

**MOTOR VEHICLE IMPOUND FACILITY:** A parcel of land or a building that is used for the storage of wrecked motor vehicles usually awaiting insurance adjustment or transport to a repair shop and where motor vehicles are kept for a period of time not exceeding forty-five (45) days and must remain mechanically operable and licensed at all times.

**MOTOR VEHICLE, INOPERABLE:** A motor vehicle which meets one (1) or more of the following conditions:

- 1) a vehicle from which the engine, transmission, or differential has been removed or that is otherwise partially dismantled or inoperable and left on public property, or;
- 2) a vehicle that is at least three (3) model years old, is mechanically inoperable, and is left on private property continuously in a location visible from public property for more than twenty (20) days, or;
- 3) a vehicle which does not carry a current year state registration or license tag, or a vehicle that cannot be driven legally on public roads due to, but not limited to, defects in brakes, brake lights, tail lights, head lights, windshields or exhaust systems.

**MOTOR VEHICLE REPAIR AND SERVICE, MAJOR:** An establishment primarily engaged in the repair or maintenance of motor vehicles, trailers, and similar large mechanical equipment, including paint, body and fender, and major engine and engine part overhaul.

**MOTOR VEHICLE REPAIR AND SERVICE, MINOR:** An establishment primarily engaged in the repair or maintenance of motor vehicles, trailers, and similar mechanical equipment, including brake, muffler, upholstery work, tire repair and change, lubrication, tune ups, and transmission work.

**MOTOR VEHICLE SALES, LARGE:** The sale, rental and display of new and used motor vehicles, including, but not limited to trucks, trailers, farm implements, mobile/manufactured homes, recreational vehicles, buses, boats, and heavy equipment, and similar size vehicles which have gross vehicle weights greater than ten-thousand (10,000) pounds (but not including repair work except incidental warranty repair) This does not include airplanes or aircraft.

**MOTOR VEHICLE SALES, SMALL:** The sale, rental and display of new and used motor vehicles, including, but not limited to, motorcycles, passenger cars, light trucks, vans, and similar size vehicles that have gross vehicle weights less than 10,000 pounds.

**MOTOR VEHICLE WRECKING:** The dismantling or wrecking of used motor vehicles, manufactured homes and trailers; or the storage, sale or dumping of dismantled, partially dismantled, obsolete or wrecked vehicles or their parts.

**MULTIPHASE DEVELOPMENT:** A development project that is constructed in stages, each stage being capable of existing independently of the others.

**MULTI-TENANT BUILDING:** A grouping of two (2) or more business establishments that either share common parking on the lot where they are located, or that occupy a single structure or separate structures that are physically or functionally related or attached.

- N -

**NONCONFORMING USE, LOT, STRUCTURE (Legal):** A continuous use, lot, or structure which was lawful prior to the adoption, revision, or amendment of this Ordinance but which fails by reason of the adoption, revision or amendment to conform to the present requirement of the zoning district. Also applies to uses, lots, or structures which have been granted a variance from this Ordinance, and therefore does not meet the lot-specific development standards. Legal nonconforming differs from illegal nonconforming in that the reason for the nonconformance is caused by the enactment of a Zoning Ordinance or a change to a Zoning Ordinance (including the official Zoning Map). The building, structure, lot or use has not changed, but due to the Zoning Ordinance enactment or change, the property no longer conforms to the standards of the zoning district in which it is located. When this situation occurs, the property is deemed legal nonconforming or “grandfathered”.

**NONCONFORMING USE, LOT, STRUCTURE (Illegal):** A use, lot, or structure that does not conform to the regulations of the zoning district in which it is located and was not lawful prior to the adoption, revision, or amendment of this Ordinance and was not granted a variance from this Ordinance. This applies to any use, building, structure or lot which is nonconforming, and was constructed or is being used without an approved Improvement Location Permit or approval from the City Council or Planning & Zoning Commission. An illegal nonconforming use, building, structure or lot shall be subject to actions and penalties allowed by this Ordinance and shall be altered to conform with all applicable standards and regulations of this Ordinance and all other applicable City ordinances.

**NUISANCE:** Operations, activities, or general use of land which is injurious to health, indecent, offensive to the senses, or an obstruction to the use of property so as to interfere with the comfortable enjoyment of life or property.

- O -

**OBJECTIONABLE ODOR:** Odors that are nauseating, noxious, or generally recognized as unpleasant.

**OCCUPANCY:** The residing of an individual overnight in a dwelling unit; or the installation, storage or use of equipment, merchandise or machinery on the premises or in any public, commercial or industrial building; and/or the continuing use of land, building, or structures. A change in occupancy is not intended to include a change of tenants or proprietors.

**OCCUPIED SPACE:** The total area of earth horizontally covered by the structure, excluding garages, patios and porches and other accessory structures.

**OFF-SITE:** Located outside the property lines of the parcel in question.

**OFFICIAL ZONING MAP:** The legally adopted map showing the legally established boundaries and the zoning districts within the City as adopted by the Villa Rica City Council.

**ON-SITE:** Located within the property lines of the parcel in question.

**OUTBUILDING:** A separate accessory building or structure not physically connected to the principal building.

**OUTDOOR SALES AND DISPLAY:** Outdoor sales and display shall include merchandise for retail sale, whether seasonal or not.

**OUTDOOR STORAGE:** The storage of any materials outside the principal or accessory buildings on a property for more than twenty-four (24) hours, provided, however, that truck and/ or tractor-trailer unit parking associated with.

**OUTPARCEL:** A lot platted as part of a larger development that is intended for the development of uses and structures which are complementary to but of a smaller scale than the principal use or structure in the development.

- P Q -

**PARAPET:** The portion of a wall which extends above the roof line.

**PARCEL:** Any legally established piece of land designated by the owner or developer as land to be used or developed as a unit, or that has been developed as a unit.

**PARKING LOT:** An open off-street area to be used for the storage of motor vehicles, whether free or for compensation, for limited periods of time. A parking lot includes all parking spaces, interior drives, and maneuvering areas.

**PARKING, OFF-STREET:** A temporary storage area for a motor vehicle, with room to open doors on both sides, that is directly accessible to an access aisle and which is not located on a dedicated street right-of-way.

**PARKING, ON-STREET:** A temporary storage area for a motor vehicle that is located on a dedicated street right-of-way.

**PARKING, SHARED:** A parking space or lot used jointly by two (2) or more uses or structures.

**PARKING SPACE:** A space within a public or private parking area for the storage of one (1) motor vehicle.

**PARKING STRUCTURE:** A structure of two or more stories, whether privately or publicly owned, used for parking.

**PARTICULATE MATTER:** Finely divided liquid or solid material which is discharged and carried along in the air. This shall not include water droplets, commonly called steam.

**PATHWAY:** A designated route for travel by pedestrians, bicycles, and other non-motorized methods of personal transportation and recreation which is surfaced with crushed rock, concrete, or asphalt and separated from streets by distance or striping.

**PAVED SURFACE:** A durable surface for parking, driving, riding or similar activities that utilizes asphalt, Portland cement, concrete, brick, paving blocks, pervious pavement, or similar material. Crushed gravel, street grindings, stone, rock, or dirt, sand or grass are not a paved surface.

**PEDESTRIAN SCALE:** The proportional relationship between the dimensions of a building or building element, street, outdoor space, or streetscape element and the average dimensions of the human body, taking into account the perceptions and walking speed of a typical pedestrian. Examples include ornamental lighting no higher than twelve (12) feet; bricks, pavers, or other paving modules with small dimensions; a variety of planting and landscaping materials; arcades or awnings that reduce the perception of the height of walls; and signage and signpost details designed for viewing from a short distance. The use of a pedestrian scale can imbue occupants and users of the built environment with a sense of comfort and security.

**PERFORMANCE GUARANTEE:** An agreement by a developer with the City for the amount of the estimated construction cost guaranteeing the completion of physical improvements according to plans and specifications within the time prescribed by the developer's agreement.

**PERSONAL CARE HOME:** A residence providing the protective care of residents who do not require chronic or convalescent medical or nursing care. Personal care involves responsibility for safety of the resident while inside the building and may include daily awareness by the management of the residents functioning and whereabouts, making and reminding a resident of appointments, the ability and readiness for intervention in the event of a resident experiencing a crisis, supervision in the areas of nutrition and medication, and the actual provision of transient medical care.

- 1) Personal Care Home, Congregate: Means a home for adults which offers care to sixteen (16) or more persons
- 2) Personal Care Home, Group: Means a home for adult persons in a residence or other type building(s), non-institutional in character and appearance, which offers care to seven (7) through sixteen (16) persons.
- 3) Personal Care Home, Family. A home for adults in a family type residence, no institutional in character an appearance, which offers care to two through six persons.

**PERSONAL SERVICE:** Any enterprise conducted for gain which primarily offers services to the general public such as a health club, fitness facility, barber shops, beauty parlors, nail salons, and similar activities but excluding sexually oriented business.

**PERVIOUS PAVEMENT:** A hard surface that presents an opportunity for precipitation to infiltrate into the ground.

**PERVIOUS SURFACE:** A surface that presents an opportunity for precipitation to infiltrate into the ground.

**PETITIONER:** Any person who formally makes a request before the Planning & Zoning Commission or City Council consistent with the processes and requirements of this Ordinance.

**PLACE OF WORSHIP:** The use of a building and/or property by a non-profit group/congregation of people who regularly attend, participate in, or hold religious services, meetings and other activities, including incidental uses commonly associated with such a facility, such as a daycare center or school. Place of

worship includes church, synagogue, temple, mosque or any other like facility used for worship and religious activities.

**PLANNED UNIT DEVELOPMENT:** A large-scale unified development meeting the requirements of this Ordinance. Generally a planned unit development consists of a parcel or parcels of land, controlled by a single person, to be developed as a single entity, containing a single type of land use or a combination of land uses including but not limited to single-family residential, multi-family residential, public, quasi-public, commercial or industrial uses, which does not correspond in size of lots, bulk or type of buildings, density, lot coverage, and required open space to the regulations established in any zoning district of this Ordinance.

**PLANTING SEASON:** The spring and fall time periods during which new plant material which is installed is most likely to survive the planting process. Generally, these periods are from April 15th to June 15th in the spring and from October 15th to November 15th in the fall.

**PLAT, FINAL:** The final map of all or a portion of a subdivision or Development Plan that contains all information or detail required by law and by these regulations, and is presented to the proper review authority for final approval.

**PLAT, PRELIMINARY:** An initial map of a subdivision of land or Development Plan that is presented to the proper review authority for preliminary approval.

**PORCH:** A covered, but otherwise unenclosed structure projecting out from the wall or walls of a main structure.

**PRACTICAL DIFFICULTY:** A difficulty with regard to one's ability to improve land stemming from regulations of this Ordinance. A practical difficulty is not a "hardship," rather it is a situation where the owner could comply with the regulations within the Zoning Ordinance, but would like a variance from the Development Standards to improve his/her site in a practical manner. For instance, a person may request a variance from a side setback due to a large tree which is blocking the only location that would meet the Development Standards for a new garage location.

**PRELIMINARY APPROVAL:** An approval (or approval with conditions) granted to a subdivision or Development Plan indicating that it has determined after a public hearing that the proposal complies with the standards prescribed in this Ordinance.

**PUBLIC HEARING:** A formal meeting, announced and advertised in advance consistent with the requirements of this Ordinance, which is open to the public, and at which members of the public have an opportunity to participate.

**PUBLIC IMPROVEMENT:** Any drainage ditch, street, highway, parkway, sidewalk, pedestrian way, tree, lawn, off-street parking area, lot improvement, or other facility for which the local government may ultimately assume the responsibility for maintenance and operation, or which may affect an improvement for which local government responsibility is established.

**PUBLIC SAFETY AND NUISANCE:** Anything which is injurious to the safety or health of an entire community, neighborhood or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

**PUBLIC USE:** Public parks, schools and administrative and cultural structures not including public land or buildings devoted solely to the storage and maintenance of equipment and materials and public service facilities.

**PUBLIC WAY:** An alley, avenue, boulevard, bridge, channel, ditch, easement, expressway, freeway, highway, land, parkway, right-of-way, road, sidewalk, street, subway, tunnel, viaduct, walk or other ways in which the general public or a public entity have a right, or which are dedicated, whether improved or not.

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**QUARRY:** A lot or any part of a lot used for the extracting of stone, sand, gravel, or any other material to be processed for commercial purposes.

- R -

**RECORD:** The written documentation of the actions and expressions of a public body, such as the Planning & Zoning Commission or City Council.

**RECREATION, ACTIVE:** Leisure activities, usually performed with others, often requiring equipment and taking place at prescribed places, sites, and fields. Activities include, but are not limited to, swimming, tennis, and other court games, baseball and other field sports, and playground activities.

**RECREATION, PASSIVE:** The use of unimproved land, in its natural state, which provides for a variety of activities for the outdoor exercise and activity needs of the community. Passive recreation areas shall include, but are not limited to: unimproved backpacking trails, unimproved hiking trails, riding stables, primitive camping areas, canoeing and rafting areas.

**RECREATIONAL VEHICLE:** A vehicle which is

- 1) built on a single chassis;
- 2) four-hundred (400) square feet or less when measured at the largest horizontal projection;
- 3) designed to be self-propelled or permanently towable by a light duty truck; and
- 4) designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational camping, travel, or seasonal use. Recreational vehicles include pick-up truck coaches, motorized homes, boats, travel trailers, snow mobiles, and camping trailers not meeting the definition of a manufactured or mobile home.

**RECYCLABLE MATERIAL:** Any material that can be converted into a raw material for use in a manufacturing process. Recyclable materials include but are not limited to glass, metal and plastic containers and paper products.

**REPAIR SERVICES:** Establishments that provide repair services to individuals and households, rather than businesses, not including automotive and equipment repair. Typically, such services include the repair of appliances, watches, jewelry, and musical instruments.



**REPLAT (or Re-subdivision):** Any change in a recorded plat which does not result in the creation of additional lots. It may include all or any part of a previous subdivision or plat. A replat shall be considered an Administrative Subdivision, provided no new streets or utility expansions are required.

**RESEARCH ACTIVITY AND TESTING LABORATORY:** Research, development and testing related to such fields as chemicals, pharmaceutical, medical, electrical, transportation and engineering. All research, testing and development, whether conducted within or outside of buildings shall create no noise, smoke, glare, vibration or odor which can be detected outside of the buildings or property line. A research and testing laboratory shall mean a building in which scientific research, investigation, testing or experimentation is conducted, but not including the manufacturing or sale of products, except as incidental and accessory to the main purpose of the laboratory.

**RESTAURANT:** An establishment with or without table service whose principal business is the selling of unpackaged food and beverages to the customer in a ready-to-consume state, in individual servings or in non-disposable containers regardless of whether consumption is on or off the premises.

**RESTAURANT, DRIVE-IN:** A facility, including a building and adjoining parking area, the primary function of which is selling food to the public by order from and service to passengers in vehicles parked outside of the structure. Drive-in restaurants may also provide seating inside of the building.

**RESTAURANT, FAST-FOOD:** An establishment whose principal business is the sale of already prepared or rapidly prepared food, in disposable containers, directly to the customer in a ready-to-consume state for consumption either within the restaurant building or off-premises. Orders are generally not taken at the customer's table, and food is generally served in disposable wrapping or containers.

**RETIREMENT FACILITY:** A residential complex containing multifamily dwellings designed for and occupied by senior citizens (persons sixty (60) years of age or older, or couples where either the husband or wife is sixty (60) years of age or older). Such facilities may include a common gathering and dining facilities, but exclude nursing care.

**REZONING:** An amendment to the official Zoning Map which has the effect of removing property from one zoning district and placing it in a different zoning district.

**RIGHT-OF-WAY (R.O.W.):** 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:** The limit of publicly owned land encompassing a public facility, such as a street or an alley.

**RINGELMANN NUMBER:** The number of the area on the Ringelmann Chart that most nearly matches the light-obscuring capacity of smoke. The Ringelmann Chart is published by the U.S. Bureau of Mines, and it illustrates graduated shades of gray for use in estimating smoke density. Smoke below the density of Ringelmann No. 1 shall be considered no smoke, or Ringelmann "0."

**ROADSIDE STAND:** A structure not permanently fixed to the ground that is readily removable in its entirety, covered or uncovered and not wholly enclosed, and used for display and sale of products grown or produced on or off site. Sales are conducted on a temporary or seasonal basis.

**RUNOFF:** The surface water discharge or rate of discharge of a given watershed after a fall of rain or snow that does not enter the soil but runs off the surface of the land.

- S -

**SALES, INCIDENTAL:** Sales that are related and subordinate to the primary service or retail activities of a commercial use.

**SALES, TEMPORARY/SEASONAL:** Facilities that are indoor or outdoor and operate on a temporary basis for the sale of seasonal fruits and vegetables, fireworks, Christmas trees, and/or other holiday, event, or season related products.

**SALVAGE YARD:** A facility or area for storing, selling, keeping, dismantling, shredding, compressing or salvaging scrap or discarded material or equipment. Scrap or discarded materials shall include, but are not limited to: metal, paper, rags, tires, bottles, motor vehicles, motor vehicle parts, machinery, structural steel, equipment and appliances.

**SATELLITE DISH/ANTENNA:** An apparatus capable of receiving communications from a transmitter relay located in a planetary orbit or broadcasted signals from transmitting towers.

**SCREENING STRIP:** A strip of land to be used as a planting strip on which shall be placed evergreen, hedge, shrubbery or other planting materials maintained in a neat and orderly manner for the purpose of limiting visibility.

**SECONDARY APPROVAL:** An approval by the official designated by the Planning & Zoning Commission indicating that all conditions of Preliminary Approval have been met.

**SETBACK LINE:** A line indicating the minimum horizontal distance between the right-of-way of any street, or the property line of the side and rear yards, and a part of any structure regardless of whether it is the front, side, or rear of the building. It is an imaginary line established by this Ordinance that requires all buildings to be set back a certain distance from the property lines. The line is generally parallel with and measured from the appropriate Lot Line (front, side, or rear).

**SETBACK, FRONT:** The horizontal space between the right-of-way lines as established by the current Thoroughfare Plan and the Front Setback Line, extending to the side lines of the lot, generally parallel with and measured from the front lot line, defining the area in which no building or structure may be located above ground, except as may be provided in this Ordinance. The front setback applies to all frontages of a lot facing a street or right-of-way. The setback is usually based on the classification of the road on which the building is located, as determined by the *Transportation Element of the Carroll or Douglas County Comprehensive Plan*.

**SETBACK, REAR:** The horizontal space between the Rear Lot Line and the Rear Setback Line, extending to the side lines of the lot, generally parallel with and measured from the rear lot line, defining the area in which no building or structure may be located above ground, except as may be provided in this ordinance.

For through lots, the rear of the structure facing a street shall meet front setback requirements. Rear Setbacks for Corner Lots will apply to the portion of the lot that is furthest in the opposite direction of the general orientation of the structure.

**SETBACK, SIDE:** The horizontal space between the Side Lot Lines and the Side Setback Lines, extending to the Front and Rear Lot Lines, generally parallel with and measured from each side lot line, defining the area in which no building or structure may be located above ground, except as may be provided in this Ordinance. However, for corner and through lots, any side of a structure that faces a street shall meet front setback requirements.

**SHRUB, ORNAMENTAL:** A shrub planted primarily for its ornamental and screening value, not to be confused with a perennial.

**SIDE YARD SEPARATION:** The sum of the distance of the horizontal space between a foundation and side Lot Line, plus the horizontal space between the foundation and shared side Lot Line of the structure on the immediately adjacent lot.

**SIDEWALK:** A paved surfaced or leveled area, usually parallel to and separate from the street, used as a pedestrian walkway.

**SIGHT VISIBILITY TRIANGLE:** Triangular shaped areas on each corner of an intersection that are looked through by drivers approaching or departing an intersection to view oncoming vehicular/pedestrian/etc. traffic on crossing streets and roadways.

**SLOPE:** The face of an embankment or cut section. Any ground whose surface makes an angle with the plane of the horizon. Slopes are usually expressed in a percentage based upon vertical difference in feet per one-hundred (100) feet of horizontal distance.

**SMOKE UNIT:** The number obtained when the smoke density in Ringelmann number is multiplied by the time of emission in minutes. For the purpose of this calculation, a Ringelmann density reading shall be made at least once a minute during the period of observation; each reading is then multiplied by the time in minutes during which it is observed. The various products are then added together to give the total number of smoke units observed during the entire observation period.

**SOLID WASTE COLLECTION FACILITY:** Establishments that

- 1) collect or haul hazardous waste, non-hazardous waste, or recyclable materials within a locale area; and
- 2) operate hazardous or nonhazardous waste transfer stations. Waste collection establishments may be responsible for the identification, treatment, packaging, and labeling of waste for the purposes of transport.

**SPECIAL EXCEPTION:** A special use, that is a use not permitted in a particular district except by a special use permit granted under the provisions of this chapter and any zoning ordinances adopted herewith. For the purposes of this ordinance, the terms Conditional Use and Special Exception shall refer to the same meaning.

**SPOT ZONING:** The zoning of a typically small area of land controlled by a single or limited number of property owners that results in the property involved being granted permitted uses and/or development standards that are inconsistent with those provided to, or planned for, similar surrounding properties.

**STOP-WORK ORDER:** A written document issued by an enforcement official which requires the cessation of an activity.

**STORAGE FACILITY, SELF-SERVICE:** A building or group of buildings in a controlled access environment that contains varying sizes of individual, compartmentalized, and controlled access stalls or lockers for the temporary storage of customer's goods or wares.

**STORAGE, SEMI-TRACTOR/TRAILER:** The storage of any vehicle without motive power designed to be coupled with or drawn by a motor vehicle and constructed so that some part of its weight and that of its load rests upon or is carried by another vehicle.

**STORY:** The part of a building between the surface of a floor and the ceiling immediately above, or if there is no floor above, then the space between such floor and the ceiling or roof above. Unless otherwise defined, this distance shall be set at eight (8) feet. For the purpose of this Ordinance, a basement shall not be considered a story unless it has been subdivided into rooms and used for tenant purpose.

**STREET, HALF:** A street for which only half of the required right-of-way and/or pavement width has been provided.

**STREET (or Alley) IMPROVEMENT:** Shall mean the construction of a street or alley to its full thickness, commencing at the subgrade according to the specifications contained in this Ordinance. The placing of a new surface over an existing paved or closed surface street or alley shall not be considered as an improvement but as maintenance.

**STREET INTERSECTING:** Any street that joins another street at an angle, whether or not it crosses the other street.

**STREET INTERSECTION:** The point of crossing or meeting of two (2) or more streets.

**STREET, NON-RESIDENTIAL:** Any street where the principal land use of the lots which the street provides access to, as well as the lots on either side of the street is not residential.

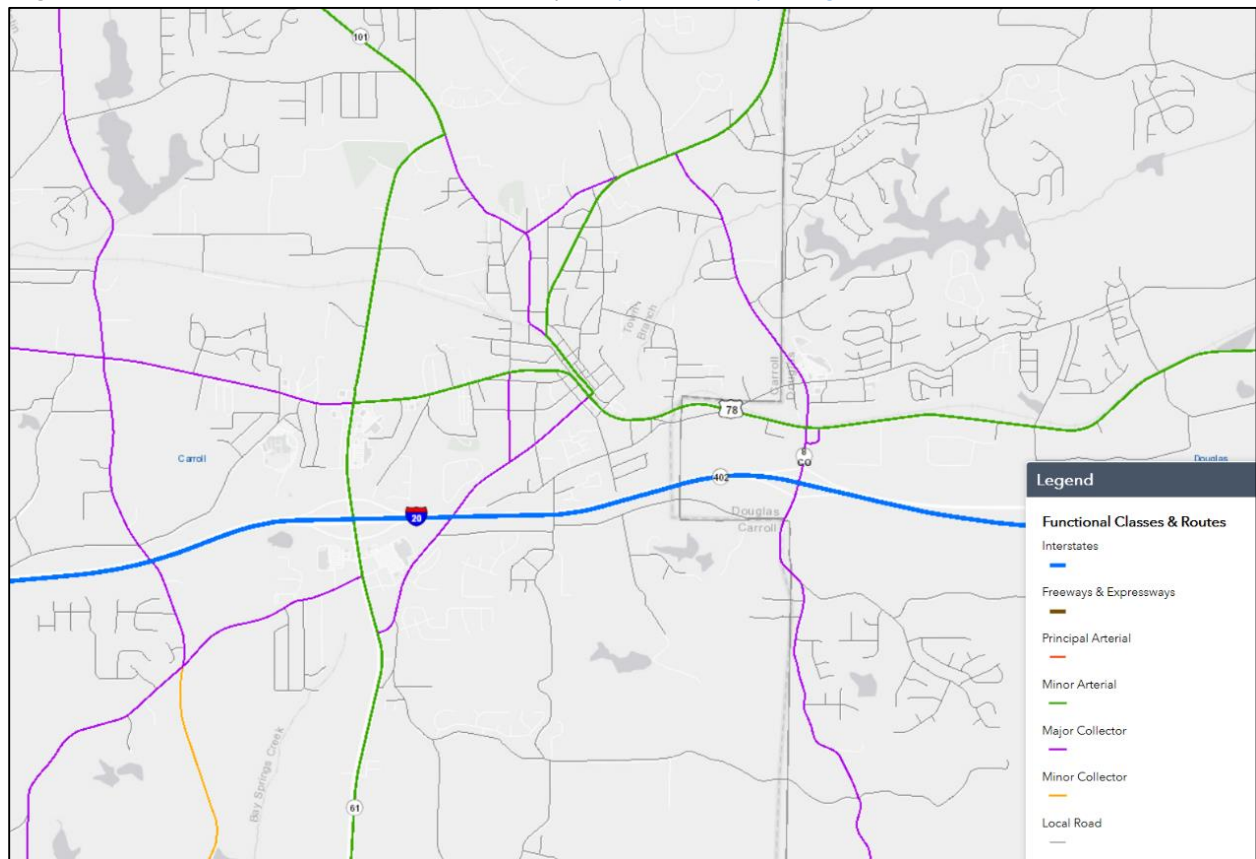
**STREET ORIENTATION:** The direction of the architectural front facade of a building in relation to the street.

**STREET, PRIVATE:** A privately maintained thoroughfare which affords principal means of vehicular access to more than one (1) abutting property or dwelling unit, and which has not been dedicated to the public, or subject to public easements.

**STREET, PUBLIC:** A public thoroughfare which has been dedicated to the public use and accepted and maintained by the City, affording the principal means of access to abutting property and which has been identified and defined in the Transportation Element of the Villa Rica Comprehensive Plan as:

- 1) Interstate
- 2) Urban Principal Arterial
- 3) Rural Principal Arterial
- 4) Urban Minor Arterial
- 5) Rural Minor Arterial
- 6) Urban Collector
- 7) Rural Collector
- 8) Local Road

Figure 13.01: State Functional Classification Map (<https://itos.maps.arcgis.com>) 2020



**STREET RIGHT-OF-WAY LINE:** A dividing line between a lot, tract or parcel of land and a contiguous street. Where the lot, tract or parcel of land has been conveyed to the center of the street, the street right-of-way line then becomes the inside line of land reserved for street purposes.

**STRUCTURAL ALTERATION:** Any change in the supporting members of a building or structure, such as bearing walls or partitions, columns, beams, foundations or girders, or any increase in the area or cubical

contents of the building or structure. Also, substantial roofing and siding work when repairs are made to the structure beneath.

**STRUCTURE:** Any object constructed or installed by man, including but without limitation, buildings, towers, smokestacks and overhead transmission lines.

**STRUCTURE, ACCESSORY (APPURTENANT STRUCTURE):** A structure that is subordinate and incidental to a principal structure in area, intent, and/or purpose; contributes to the comfort, convenience, or necessity of occupants of the principal structure; does not alter or change the character of the property; and is located on the same lot as the principal structure. Accessory structures should constitute a minimal initial investment, may not be used for human habitation, and be designed to have minimal flood damage potential. Examples of accessory structures are billboards, detached garages, carports, storage sheds, pole barns, and hay sheds.

**STRUCTURE, PRINCIPAL:** The building or structure in which the principal use of the lot or premises is located or conducted. With respect to residential uses, the principal building or structure shall be the main dwelling. For agricultural uses, the principal structure may be a barn or other agricultural structure.

**SUBDIVISION:** The division of a parcel of land into two (2) or more lots, parcels, sites, units, plats, or for the purpose of sale, lease, or development, either on the installment plan or upon any and all other plans, terms, and conditions, including re-subdivision. Subdivision includes the division and development of land opened for residential and non-residential uses, whether by deed, metes and bounds description, devise, intestacy, lease, map, plat, or other recorded instrument. The following kinds of division of existing parcels of land are exempt from the Villa Rica Subdivision Ordinance:

- 1) A tract, which is at least twenty (20) acres in size;
- 2) A division of land for the sale or exchange of tracts to correct errors in an existing legal description, provided that no additional building sites other than for accessory buildings and/or structures are created by the division;
- 3) A division of land for the acquisition of street right-of-way or easement;
- 4) A division of land for the sale or exchange of tracts between adjoining land owners, provided no additional building sites other than for accessory buildings and/or structures are created by the division;
- 5) A division of land into cemetery plots for the purpose of burial of corpses;
- 6) A division of land to be subdivided for agricultural use only, provided that no additional building sites are created by this division; and a division of land containing a minimum of one (1) acre of lot area and having ever been located on such lot the principal residence.

**SUBDIVISION, EXEMPT:** A subdivision of a parent tract of land for the purpose of splitting off an existing legally conforming residence and accessory structures, provided that (1) the new residential parcel meets all current development standards applicable to a residential parcel in the relevant zoning district, and (2) the remaining parent parcel is at least twenty (20) acres in size.



**SUBDIVISION, MAJOR:** All subdivisions not classified as minor subdivisions and resulting in the creation of more than three (3) lots, including but not limited to subdivisions requiring any new street or extension of utilities or the creation of any public improvements.

**SUBDIVISION, MINOR:** The subdivision of a parent parcel into any combination of not more than three (3) contiguous or non-contiguous new residential, commercial, or industrial building sites whether at the same time or over the course of time, and which does not involve the construction or extension of public or private streets or utilities. The parcel shall front upon an existing street which is an improved right-of-way maintained by the City or other governmental entity and not involve any new street.

**SUBDIVISION, MINOR RESIDENTIAL:** The subdivision of a parent tract into one (1) new residential building site, and a remainder, which does not involve the construction or extension of public or private streets, or under the standards set forth in this ordinance, does not involve substantial improvement or realignment of any existing city, county, or state road. To qualify as a minor residential subdivision, the proposal must meet all of the conditions set forth in this ordinance for minor residential subdivisions.

**SUBSTANTIAL DAMAGE:** Substantial Damage: Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty (50%) percent of the market value of the structure before the damage occurred.

**SUBSTANTIAL IMPROVEMENT:** Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds fifty (50%) percent of the market value of the structure before the “start of construction” of the improvement. This term includes structures which have incurred “substantial damage” or repetitive loss regardless of the actual repair work performed. The term does not include improvements of structures to correct existing violations of state or local health, sanitary, or safety code requirements or any alterations of a “historic structure,” provided that the alteration will not preclude the structures continued designation as a “historic structure.”

**SURETY:** An amount of money or other negotiable instrument provided by a developer to the City which guarantees that they will perform all actions required by the City regarding an approved site Development Plan, plat, or other improvement, which provides that if the developer fails to comply with the requirements of approval, funds will be provided for the City to complete those requirements.

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**TECHNICAL ADVISORY COMMITTEE (TAC):** A committee established by the City of Villa Rica to assist with the technical evaluation of subdivisions and Development Plans by reviewing sketch plats, and to make appropriate technical recommendations to the developer, Planning & Zoning Commission, or other City departments. The TAC includes the Departments of Community Development, Public Works, City Manager, and Public Safety officials where applicable, and may seek additional outside consultation in the evaluation of a development application.

**TECHNICAL REVIEW:** A process prior to Development Plan approval in which detailed technical information pertaining to all applicable local building, fire and City and County Codes are presented to and reviewed by the City for conformance.



**TELECOMMUNICATIONS ANTENNA:** Any structure or device, including all appurtenances, used for the purpose of collecting or radiating electromagnetic waves, including those used to transmit cellular telephone service, data, radio and television signals, and any other information.

**TEMPORARY STRUCTURE:** A structure without any foundation or footings and which is removed when the designated time period, activity or use for which the temporary structure was erected has ceased.

**TIMBER, HARVESTING:** The cutting and removal of trees from their growing site, and the attendant operation of cutting and skidding machinery but not the construction or creation of roads. Timber harvesting does not include the clearing of land for construction approved under this ordinance.

**TOPOGRAPHY:** The configuration of the earth's surface, including the relative relief, elevations, and position of land features.

**TOWER:** A ground pole, spire, structure, or combination thereof including supporting lines, cables, wires, braces, and masts intended primarily for the purpose of mounting an antenna, a meteorological device, or other similar apparatus above ground.

**TOWNHOUSE:** A single-family dwelling with a private entrance that is attached horizontally to other dwelling units in a linear arrangement, with a front and a rear wall that are totally exposed for light, access, and ventilation.

**TRACT:** A unit, or contiguous units, of land under single ownership.

**TRAFFIC CALMING:** Methods of reducing the negative impact of vehicles on surrounding land uses and other methods of personal transportation through street design that decreases the speed of vehicles and provides increased space and comfort for pedestrians.

**TRAIL:** A public way, separate from a street, alley, or other vehicle roadway, designed for and used by pedestrians, cyclists, and others using non-motorized transportation and recreation equipment.

**TRANSFER STATION:** A facility that receives and temporarily stores solid waste as defined by this ordinance at a location other than the generation site, and which facilitates the transfer of accumulated solid waste to another facility for further processing or disposal. This term includes any solid waste handling facility, but does not include recovered materials processing facilities, nor portable storage containers used for the collection of municipal solid waste.

**TREE, BROADLEAF:** Trees having non-needle like leaves.

**TREE, DECIDUOUS:** Trees and shrubs that shed their leaves annually.

**TREE, EVERGREEN:** Trees and shrubs that do not shed their leaves annually.

**TREE, ORNAMENTAL:** A deciduous tree possessing qualities such as flowers or fruit, attractive foliage, bark or shape, with a mature height generally under forty (40) feet.

**TREE, PROHIBITED:** A tree, as listed in this Ordinance that does not meet site-landscaping or performance standard requirements.

**TREE, SHADE:** A deciduous tree planted primarily for its high crown of foliage or overhead canopy.

- U -

UNDEVELOPED LAND: Land in its natural state before development. Also known as unimproved land.

USE: The purpose of which land, building, or structure thereon is designed, arranged, or intended, or for which it is occupied, maintained, let, or leased. In the classification of uses, a “use” may be a use as commonly understood or the name of an occupation, business, activity or operation carried on, or intended to be carried on in a building or on premises, or the name of a building, place or thing which name indicates the use or intended use.

USE, ACCESSORY: A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, in terms of size, intent, and/or purpose, the principal use or structure, and does not alter or change the character of the property.

USE CATEGORY: A group of similar use types that are associated with each other to such an extent that they are grouped together for the purpose of identifying land uses by this Ordinance, such as retail uses, office uses, personal service uses, and general industrial production.

USE, CHANGE OF: The discontinuation of the specific principal use of a lot or structure and the replacement of that use with a different specific use.

USE, EXISTING: The use of a lot or structure present at the time of the enactment of this Ordinance.

USE, ILLEGAL: Any use that is neither legal nonconforming or permitted by right or special exception in the zoning district in which it is located as defined by this Ordinance.

USE, PERMITTED: Any use listed as a permitted use in this Ordinance or which is an accessory or temporary use associated with a permitted use for the zoning district in which it is located.

USE PETITION (ALSO LAND USE PETITION): A rezoning petition, variance petition, special exception petition, or any other petition permitted by rules of procedure adopted by the Planning & Zoning Commission.

USE, PRINCIPAL: The primary or predominant use of land or structures, as distinguished from an accessory use. A principal use may be either a permitted use or a special exception.

USE, SPECIAL EXCEPTION: Uses that, because of potential incompatibility and negative impact on the immediate neighborhood, require a greater degree of scrutiny and review of site characteristics and impacts to determine their suitability in a given location. Special exception uses are permitted only following approval by the City Council.

USE, TEMPORARY: A land use or structure established for a limited and fixed period of time with the intent to discontinue such use upon the expiration of the time period.

UTILITY SUBSTATION: A building or structure used for the distribution or transmission of utilities such as water, gas, electricity, or sewer.

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VARIANCE: A grant of relief from the requirements (development standards such as height, bulk, area, etc.) of this ordinance, which permits construction in a manner otherwise prohibited by this ordinance, where the modification will not be contrary to the public interest, and where owing to conditions peculiar to the

property and not a result of action of the applicant, a literal enforcement of the regulations would result in a practical difficulty or an unnecessary hardship.

VERTICAL FOOTCANDLES: The amount of light striking a vertical plane or surface.

VESTED RIGHT: A right that has become fixed and cannot be revoked by subsequent changes of applicable regulations.

VICINITY MAP: A drawing located on a plat which shows by dimensions or other means, the relationship of the proposed subdivision or use to other nearby developments or landmarks and community facilities and services within the City of Villa Rica in order to better locate and orient the area in question.

VIOLATION: The failure of a structure or other development to be fully compliant with this Ordinance. A structure or other development without the elevation, other certification, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.

- W X -

WALKWAY/BIKEWAY: A dedicated public way, four (4) feet or more in width, for pedestrian or bike use, whether along the side of a road or not.

WAREHOUSE: A use engaged in storage, wholesale, and distribution of manufactured products, supplies, and equipment, and not involved in manufacturing or production.

WATER SYSTEM, CENTRAL: A system where individual lots are connected to a common water distribution system whether publicly or privately owned and operated.

WHOLESALE FACILITY: An establishment or place of business primarily engaged in selling and/or distributing merchandise to retailers, to industrial, commercial, institutional, or professional business users, or to other wholesalers.

WIDTH, LIVING AREA FACADE MINIMUM: The minimum width required for the front facade of a residential structure, exclusive of garages, porches, decks, or terraces. This requirement may apply to a continuous facade for multi-family or single-family attached units.

WINE AND CRAFT BEER BOUTIQUE: An establishment selling Georgia wine products and other fine wines and craft beer under a limited pouring license by the taste, drink, original package or growler for the purposes of promoting tourism in certain designated areas of the city.

WIRELESS TELECOMMUNICATIONS FACILITY: A tract, lot or parcel of land that contains the cellular or wireless communications tower, antenna, support structure(s), parking and any other uses associated with and ancillary to cellular or wireless communications transmission.

- Y Z -

YARD: A space on a lot that is open, unoccupied and unobstructed other than by steps, walks, terraces, driveways, lamp posts and similar structures. Front, side, and rear yards shall be considered those yards that exist in the space between the structure or applicable facade (front, side, or rear) and the applicable lot line (front, side, or rear).

**ZERO LOT LINE:** The location of a building on a lot in such a manner that one or more of the building's sides rests directly on a Lot Line.

**ZONING DISTRICT:** An area within the Villa Rica Planning & Zoning Commission's jurisdiction for which uniform regulations governing the use, height, area, size, intensity of use of buildings and land, and open spaces about buildings, are herein established.

**ZONING INSPECTOR:** The Planning and Building Director or the duly appointed administrative officer designated to administer the Zoning Ordinance.

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