



Newnan City Council Meeting

April 23, 2024

Newnan City Hall

Richard A. Bolin Council Chambers

25 LaGrange Street

6:30 PM

CALL TO ORDER

INVOCATION

READING OF MINUTES

- A. Minutes from Regular Meeting on April 9, 2024

REPORTS OF BOARDS AND COMMISSIONS

- B. 5 Appointments - Bicentennial Committee
- C. 1 Appointment - Christmas Commission, 3 year term
- D. 2 Appointments - Newnan Urban Redevelopment Agency, 3 year terms

REPORTS ON OPERATIONS BY CITY MANAGER

REPORTS AND COMMUNICATIONS FROM MAYOR

NEW BUSINESS

- E. To Recognize the Spring 2024 Newnan Citizen Academy Graduates
- F. Public Hearing - Consideration of Emergency Demolition of Structures Located at 1 Madison Street
- G. Public Hearing - Consideration to Amend the Urban Redevelopment Plan with a Revised Urban Redevelopment Area Map.
- H. Election of GMA's District 4 Officers for 2024-2025
- I. For Information Only - Consideration of Program to Provide for the Inspection of Single Family Rental Properties
- J. Consideration of Planning Agreements with Historical Concepts, LLC for Development of Concept Plans for the Andrew Street Corridor (Railroad District) and 57 East Projects

UNFINISHED BUSINESS

- K. Public Hearing-Zoning Ordinance Text Amendment-Articles 2, 8 & 13 - Revising certain language and sections as they pertain to changes in the sign regulations and related sign ordinance items.

VISITORS, PETITIONS, COMMUNICATIONS & COMPLAINTS

- L. Request from Race for Orphans to block parking spots on Brown St. from W. Washington to Wesley on Friday, May 3rd (late afternoon) in preparation for 5K on Saturday, May 4th

MOTION TO ENTER INTO EXECUTIVE SESSION

- M. Motion to Enter into Executive Session

ADJOURNMENT

CITY OF NEWNAN, GEORGIA
REGULAR COUNCIL MEETING

APRIL 9, 2024

The regular meeting of the City Council of the City of Newnan, Georgia was held on Tuesday, April 9, 2024 at 2:30 p.m. in the Richard A. Bolin Council Chambers of City Hall with Mayor Keith Brady presiding.

CALL TO ORDER

Mayor Brady called the meeting to order and delivered the invocation.

PRESENT

Mayor Keith Brady: Council members present: Ray DuBose, Jim Thomasson, Cynthia Jenkins, Rhodes Shell, and Paul Guillaume. Absent – Dustin Koritko. Also present: City Manager, Cleatus Phillips; Assistant City Manager, Hasco Craver; Assistant City Manager, Meg Kelsey; City Clerk, Megan Shea and City Attorney, Brad Sears.

READING OF MINUTES

A. Minutes from the Regular Meeting on March 26, 2024

Motion by Councilman Shell, seconded by Mayor Pro Tem Guillaume to dispense with the reading of the minutes of the Regular Council Meeting on March 26, 2024 and adopt them as presented.

MOTION CARRIED. (6-0)

REPORTS OF BOARDS AND COMMISSIONS

B. 6 Appointments – Bicentennial Committee

Motion by Councilman Shell, seconded by Councilman Thomasson to appoint Betsy Burnette to the Bicentennial Committee.

MOTION CARRIED. (6-0)

Other appointments continue to next agenda.

C. 2 Appointments – Christmas Commission, 3-year terms

Motion by Mayor Pro Tem Guillaume, seconded by Councilman Shell to reappoint Nancy Teller for another term.

MOTION CARRIED. (6-0)

Other appointment continue to next agenda.

D. 3 Appointments – Newnan Urban Redevelopment Agency, 3-year term

Motion by Mayor Brady, seconded by Councilman Shell to reappoint Kassie Hooks for another term.

MOTION CARRIED. (6-0)

E. 1 Appointment – Parks Commission, 3-year term

Continue.

F. 1 Appointment – Tree Commission, 3-year term

Continue.

Off Agenda

Mayor Brady stated there was an outstanding appointment for Keep Newnan Beautiful that needed to be appointed.

Motion by Councilman Shell, seconded by Councilman Thomasson to appoint Trent Finnegan to Keep Newnan Beautiful.

MOTION CARRIED. (6-0)

NEW BUSINESS

G. Public Hearing – Application for Alcohol Beverage License – Lilah Grey, LLC – Retail on Premise (Pouring) Sales of Distilled Spirits, Malt Beverages and Wine – 7 Spring St. – Reason: New Business

Mayor Brady opened a public hearing on the application for a Retail On Premise (Pouring) Sales of Distilled Spirits, Malt Beverages and Wine for Lilah Grey, LLC at 7 Spring St.

A representative of applicant was present for the hearing. No one spoke for or against the application. Mayor Brady closed the public hearing. The City Clerk advised that all the documentation had been received and everything was in order.

Motion by Councilman Shell, seconded by Mayor Pro Tem Guillaume to approve the application for a Retail On Premise (Pouring) Sales of Distilled Spirits, Malt Beverages and Wine License.

MOTION CARRIED. (6-0)

H. Public Hearing – Application for Alcohol Beverage License – York Restaurant Group, LLC dba Capital Tacos – Retail on Premise (Pouring) Sales of Distilled Spirits, Malt Beverages and Wine – 1111 Hwy 34 East – Reason: Addition of Distilled Spirits

Mayor Brady opened a public hearing on the application for a Retail On Premise (Pouring) Sales of Distilled Spirits, Malt Beverages and Wine for Capital Tacos at 1111 Hwy 34 East.

A representative of applicant was present for the hearing. No one spoke for or against the application. Mayor Brady closed the public hearing. The City Clerk advised that all the documentation had been received and everything was in order.

Motion by Councilman DuBose, seconded by Councilman Shell to approve the application for a Retail On Premise (Pouring) Sales of Distilled Spirits, Malt Beverages and Wine License.

MOTION CARRIED. (6-0)

I. Consideration of Extension for Distilled Spirits Package Store License – 459 Millard Farmer Industrial Blvd

Manny Singh, owner, stated that the final inspection happened today and there is just a minor landscape issue to address. Based on licensing he requested a two-month extension for state license and inventory.

Motion by Councilman Shell, seconded by Councilwoman Jenkins to approve a 60-day extension.

MOTION CARRIED. (6-0)

J. 5 Hamilton Bohannon Dr. – Request for Public Hearing

Patrick Ramirez, Code Enforcement Officer, stated that this structure was deemed unsafe and a public hearing is requested for May 28th.

Motion by Councilman Shell, seconded by Mayor Pro Tem Guillaume to approve the public hearing for May 28, 2024.

MOTION CARRIED. (6-0)

K. For Information Only – Consideration of the Addition of Proposed Areas to the Urban Redevelopment Area

Andrew Moody, Special Projects Manager, explained that this is just information for Council and this will be on the agenda for a public hearing on April 23rd to consider adding additional areas to the urban redevelopment boundary.

Councilwoman Jenkins asked about the specific areas they are looking to add. Mr. Moody said they do have a map that will be included in the agenda packet for the next meeting. It adds portions in the Westgate neighborhood, Spence Ave, Sewell Rd. near the Housing Authority and Spence

St./Jefferson/Farmer St. and Jefferson Pkwy off Bullsboro. Mayor Brady asked if the map could be sent to Council in advance of the agenda packet going out.

L. Consideration of Modification of Composition of Parks, Tree and Cultural Arts Commissions

Hasco Craver, Assistant City Manager, stated that this was discussed at the Council Retreat in February. This looks at taking the Cultural Arts Commission from 14 members to 7 members, as a result of the amount of work in the past verse now with more staff. Then the other consideration was to combine the Parks and Tree Commissions. Both have 7 members and have similar but distinct responsibilities. Action would be to instruct City Attorney to draft an ordinance. Council also would need to consider procedures of how to make this happen. Some ideas include allowing members terms to run out and then the position expires or start fresh with new appointments.

Councilman Shell asked what would change, certain authorities, should that be discussed? Mayor Brady said there are certain things to consider, such as the Tree Commission is setup to hear arbitration cases from developers if there is an issue. Not sure how long attrition would take with the appointments. Mayor Brady commented that Cultural Arts Commission is different, the workload is not there for 14 so that may not need to move as slowly. Councilman Guillaume asked if this should be discussed in a work session? City Manager said there will be a work session next month to hear the traffic engineers regarding the Jefferson/Jackson/Clark intersections. Council said this topic could be added to that work session.

City Manager asked Council for clarification as to what they would like to see for discussion purposes? Mr. Craver gave some of the main differences between the Parks and Tree commissions. Councilwoman Jenkins commented that they should also talk to the members and see how they feel about combining. Mr. Craver said there is an option to combine and keep the 14 members and see how that goes.

Mr. Craver said that the two commissions typically meet on an as needed basis for projects. Mayor Brady said the Bicentennial Park project is coming up and they will be needed to help with that. Councilman Guillaume said it would be good to look at when each member appointment expires and see what that would look like. Council agreed to add this topic to the work session on May 14th. Cultural Arts Commission also to be discussed in the work session. Councilman Guillaume also asked to get feedback on member attendance and participation. Councilwoman Jenkins commented that Cultural Arts Commission does a lot and that should be looked at too.

UNFINISHED BUSINESS

M. 21 Berry Ave – Owner update and request extension

Matt Murray, Code Enforcement Officer, stated that this property was given a 90-day extension in January. The owner was not able to attend the meeting and send his apologies. There has been a lot of work done, all interior roughs and inspection was passed. They have installed windows, started to repair exterior siding. The owner is asking for another 90-day extension.

Councilman Shell asked about the exterior, this has been going on a long time. Mr. Murray said the exterior finishes have been started and he has made more progress in the last couple months than the last year. Councilman Shell said he would prefer he finish the outside then the inside.

Councilman Thomasson asked if the extension given in January was to finish all work or just part? Mr. Murray said it was supposed to be to complete. Councilman Thomasson expressed concern that extensions have been given repeatedly and its still not complete and he asked the City Attorney what happens if another one is given and it's still not completed? Mr. Sears said part of the problem is that the property is no longer unsafe due to the work that has been done so Council can no longer order it demolished. Options are to not grant the extension, finish the work for him and then file a lien on the property. They could also file to put him in court as he's failed to complete the order of Council, the court can fine him and the court will likely give him an extension. Mr. Sears stated that the owner, Mr. Calderon is well aware of what can happen if he doesn't complete the work.

Councilman Thomasson expressed concern that Council has been taken advantage of and thinks the wording in the extension should have more finality in it. Mayor Brady said Council does not have to give him 90 days.

Motion by Mayor Pro Tem Guillaume, seconded by Councilman Shell to grant a 30-day extension.

Councilwoman Jenkins asked if that's a reasonable amount of time or should they just take him to court now? Mr. Murray stated he won't have it done in 30 days and emphasized that he has done a lot of work in the last 90 days. He still has inspections for interior finishes, windows and exterior siding then the final inspection.

Bryan Partin, Chief Building Official, explained that the next inspection would be energy and then in 30 days power would be turned on then the final inspection. Mr. Partin suggested a deadline of having the exterior complete in the 30 days? Council agreed that was a good suggestion. Mayor Brady asked Mr. Murray to convey to the owner what Council is expecting.

Motion by Mayor Pro Tem Guillaume, seconded by Councilman Shell to grant a 30-day extension.

MOTION CARRIED. (6-0)

N. 2nd and Final Reading – Rezoning Request RZ2024-01; 8.44 + acres located off Newnan Crossing Bypass and Ashley Park Blvd (Tax Parcel #087 5043 004) – Change in Conditions

Motion by Councilman Shell, seconded by Mayor Pro Tem Guillaume to adopt the ordinance as presented.

MOTION CARRIED. (6-0)

O. Consideration of 2024 Roadway Paving Program

Mr. Craver stated that staff's recommendation is to add Cates and Crit Alley and then postpone the roadways in the Summergrove community and Diplomat Parkway. These would then move to next

years program. This is due to the cost estimate received for 2024 paving coming in roughly \$1.55 million over budget.

Councilwoman Jenkins asked if the list of short streets is comprehensive? Mr. Craver said yes, there may be a few pieces missing but as comprehensive as staff could compile. Councilwoman Jenkins said someone commented on the City's social media and emailed her regarding Welch street.

Motion by Councilwoman Jenkins, seconded by Councilman Thomasson to approve the staff recommendation.

MOTION CARRIED. (6-0)

VISITORS, PETITIONS, COMMUNICATIONS & COMPLAINTS

P. Request from Summergrove POA for Banners/Signs at the entrances to the neighborhood for several upcoming events

Motion by Councilman Guillaume, seconded by Councilman Thomasson to approve the request as presented.

MOTION CARRIED. (6-0)

Q. Request from Corner Arts Gallery to Close North Court Sq and South Court Sq for Labor Day Festival on Monday, September 2nd from 8am to 5pm

Mr. Craver asked to clarify the request for parking spaces as well on the interior of the square.

Ms. Jenny Jones, owner of Corner Arts Gallery, said they want to use the same footprint as Market Day and put food trucks across from Leaf & Bean on the West side.

Motion by Councilman Thomasson, seconded by Councilman Shell to approve the request as presented.

MOTION CARRIED. (6-0)

ADJOURNMENT

Motion by Mayor Pro Tem Guillaume, seconded by Councilman Thomasson to adjourn the Council meeting at 3:12pm.

MOTION CARRIED. (6-0)

Megan Shea, City Clerk

Keith Brady, Mayor



City of Newnan, Georgia - Mayor and Council

Date: 4/23/24
Agenda Item: Spring 2024 Newnan Citizen Academy Graduates
Prepared By: Aimee Hadden, Communications Manager
Presented By: Cleatus Phillips, City Manager

Purpose: To recognize the Spring 2024 Newnan Citizen Academy Graduates.

Background: Twice a year the City of Newnan provides a free program, the Newnan Citizen Academy, to city residents and business owners who are interested in learning and becoming involved in our city government. Participants experienced a behind-the-scenes look at how the city's government provides quality services to the community. They toured city facilities and enjoyed presentations from department heads. They also had the pleasure of meeting our elected officials.

Our Spring 2024 Graduates this year include:

- Angela Hodnett
- Aurora Meredith
- Beth Moore
- Christina Joseph
- Dominique Reese Smith
- JerMarkus Jacobs
- Jovan Murphy
- LaCrisha Baker
- Melissa Krammerer



To: Mayor and Council

Date: April 23, 2024

Agenda Item: Public Hearing - Consideration of Emergency Demolition of Structures Located at 1 Madison Street

Prepared By: Bryan Partin, Chief Building Official, Hasco Craver, Assistant City Manager

Purpose:

Newnan City Council may host a public hearing for the purposes of considering an emergency request to demolish structures at 1 Madison Street.

Background:

The Newnan City Council, in accordance with the Code of Ordinances of the City of Newnan, Chapter 5, Article II, Section 5-25, must hold a public hearing in advance of the Chief Building Code Official issuing a permit for demolition if the subject structure is fifty (50) years of age or older. If the subject structure is fifty (50) years of age or older, but not located within a recognized historic district, there must be no less than thirty (30) days between the date of filing for demolition and the public hearing. If the subject structure is fifty (50) years of age or older, and is located within a recognized historic district, there must be no less than sixty (60) days between the date of filing for demolition and the public hearing.

The property located at 1 Madison Street includes two structures totaling roughly 40,000SF and a total lot size of 1.14 acres. According to tax records, one structure was constructed in 1900 and the other was constructed in 1920. Both structures are more than fifty (50) years of age. However, the structures are not located in a recognized historic district.

It has been brought to the City's attention that hazardous materials have been discovered on the premises of the subject property. The Georgia Environmental Protection Division (EPD) has issued an order to have the site abated within one hundred twenty (120) days from April 1, 2024. For the reasons contemplated herein, which are deemed an emergency, the City Council may host a public hearing outside the adopted code section notice requirement. The buildings are currently in a state of disrepair, and the hazardous materials have caused significant damage. In order to successfully remove the subject materials, selective demolition must take place.

The structures are currently valued at \$21,280.00 and \$26,085.00 per county tax records.

The cost to stabilize the structures for hazard removal will well exceed the 50% threshold used by ordinance to deem a structure unsafe.

In deciding whether to grant or deny a demolition, removal or relation permit, the Mayor and Council shall consider the following factors:

- The historic, scenic or architectural significance of the structure;
- The effect of the demolition, removal or relocation and subsequent use of the property, and whether such would result in substantial detriment to neighboring property owners or to the public good;
- Whether reasonable measures can be utilized to preserve the structure, taking into account the value of the structure and the cost to repair the structure;
- The property rights of the applicant; and
- Whether denying the permit application would create great practical difficulty or an unnecessary

hardship on the applicant or property owner.

Funding:

N/A

Recommendation:

City Staff is supportive of the demolition, as proposed.

Attachments:

None

Previous Discussion with Council:

None



To: Mayor and Council

Date: April 23, 2024

Agenda Item: Public Hearing - Consideration to Amend the Urban Redevelopment Plan with a Revised Urban Redevelopment Area Map.

Prepared By: Andrew Moody, Special Projects Manager

Purpose:

Consideration to amend the Urban Redevelopment Plan through a revision of the 2013 Urban Redevelopment Area map to include new boundary lines with additional parcels.

Background:

In December 2023, the Newnan Urban Redevelopment Agency (NURA) and City Staff initiated the process of reviewing the redevelopment area established under the 2013 revision to the Urban Redevelopment Plan. Resulting from the review, the NURA board and City Staff found that numerous parcels met the criteria necessary for consideration to be added to the redevelopment area. Factors that influenced the consideration included the age of the homes, high levels of rental units and low levels of homeownership, building exteriors in need of repair, and general property distress. The NURA board has recommended the City Staff to move forward with a request to the City Council for consideration of the proposed boundary additions.

Funding:

N/A

Recommendation:

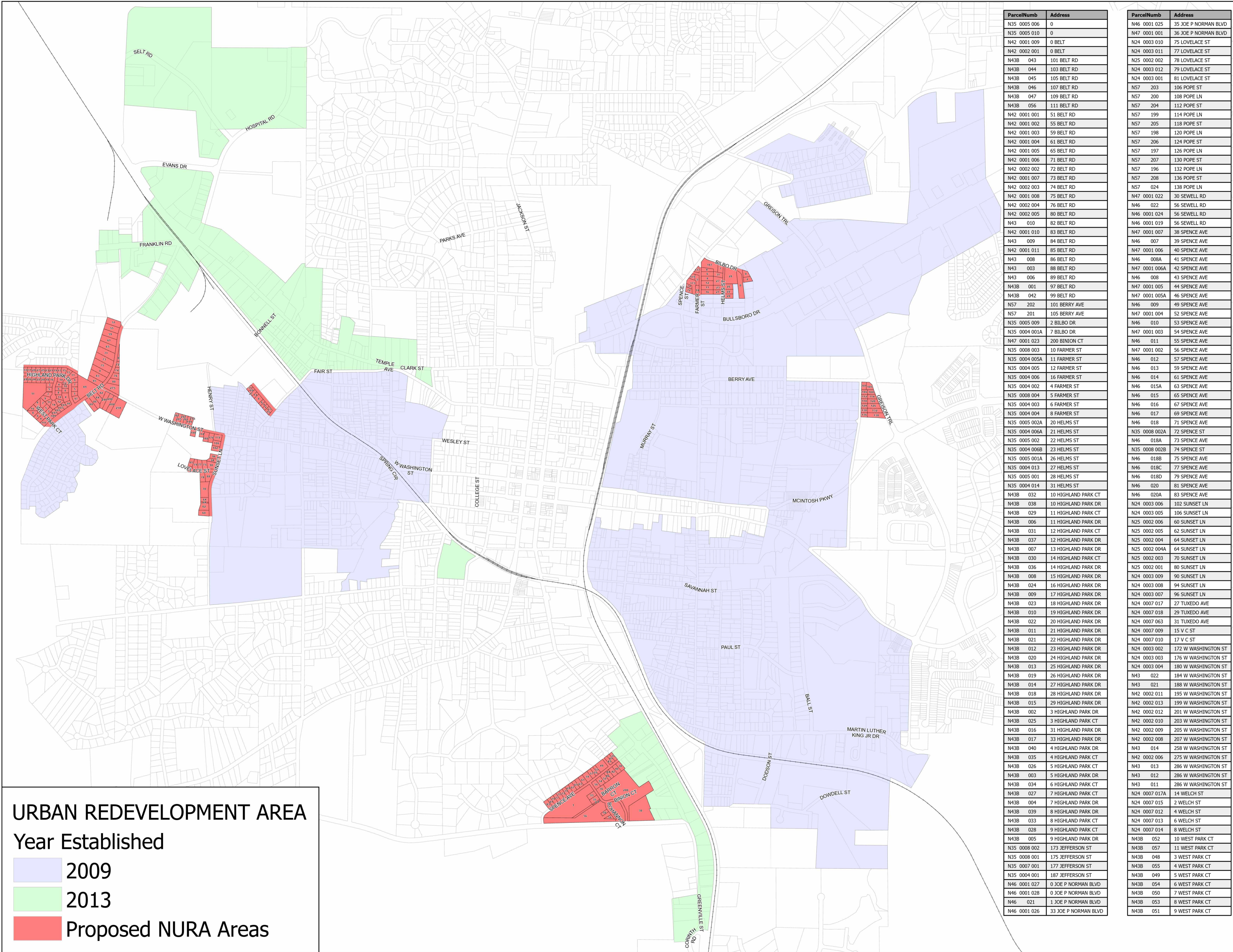
Council may consider amending the Urban Redevelopment Plan with a revised urban redevelopment area map to include the proposed areas.

Attachments:

1. Proposed Areas
2. Memorandum on the Consideration of the Addition of Proposed Areas to the Urban Redevelopment Area

Previous Discussion with Council:

The current redevelopment area was established in 2013 by the City Council, and the original boundaries were set in 2009 with the first adoption of the Urban Redevelopment Plan.





City of Newnan, Georgia

Planning & Zoning Department

Tuesday, April 9th, 2024

RE: Consideration of the Addition of Proposed Areas to the Urban Redevelopment Area

Mayor and Council,

Biannually, City Staff and members of the Newnan Urban Redevelopment Agency (NURA) have the opportunity to attend a retreat with the Georgia Initiative for Community Housing (GICH), as the City of Newnan is a certified alumnus of the GICH program. At these retreats attendees receive continuing education and recommendations in the topic of affordable housing and other housing initiatives. During the most recent retreat in Athens, Georgia, it was recommended that the participant cities analyze and review their urban redevelopment plans and boundaries to ensure they exemplify the current needs of the community. As a result of this recommendation, in December of 2023, NURA and City Staff initiated the process of reviewing the redevelopment area established under the 2013 revision to the Urban Redevelopment Plan. Resulting from the review, the NURA board and City Staff found that numerous parcels met the criteria necessary for consideration to be added to the redevelopment area. Factors that influenced the consideration included the age of the homes, high levels of rental units and low levels of home ownership, building exteriors in need of repair, and general property distress. The NURA board has recommended City Staff to move forward in requesting the City Council's consideration of the proposed boundary additions.

The addition of the proposed areas does not contain any negative impacts to the residents, but does potentially provide residents with benefits. As an example, Elderly residents that own and reside in their homes within the redevelopment area are eligible to apply for the NURA Spring and Fall Paint Day events, in which the Board, City Staff, and Volunteers paint the exterior of a home in need as well as make some minor repairs and minor landscaping. Additionally, if the City of Newnan were to pursue grant funding in the future for housing construction and rehabilitation programs, the redevelopment areas would be the potential target areas, adding the proposed areas includes them in the mix.

Please let me know if you have any questions.

Thanks,

Andrew Moody

ARPA/Special Project Manager

ELECTION OF GMA'S DISTRICT 4 OFFICERS FOR 2024-2025

BALLOT

The nominating committee comprised of current District 4 officers nominated the following city officials as GMA's District 4 Officers for 2024-2025:

President	Joseph Walter, Mayor, Zebulon
First Vice President	Michael Johnson, Mayor, Temple
Second Vice President	Tammy Howe, Councilmember, Warm Springs
Third Vice President	Steve Fry, Mayor, Williamson

Is your city in favor of the nominees for positions of President, First Vice President, Second Vice President, and Third Vice President

Yes _____ No _____

Please provide the following information:

City: _____

Name of person submitting ballot: _____

I affirm that I am authorized to vote on behalf of the city:

Signature: _____

Please mail or email the ballot by May 17 to:

Terrell Jacobs, Georgia Municipal Association, P.O. Box 105377, Atlanta, GA 30348; email at tjacobs@gacities.com .



To: Mayor and Council

Date: April 23, 2024

Agenda Item: For Information Only - Consideration of Program to Provide for the Inspection of Single Family Rental Properties

Prepared By: Bryan Partin, Chief Building Official, Hasco Craver, Assistant City Manager

Purpose:

City Council may consider and assess the process, time, personnel and equipment required to provide for an annual inspection program for all single-family rental properties of 3 units or fewer.

Background:

The Newnan City Council, at the February 2024 Retreat, discussed the City's current multifamily/multi-unit residential inspection program. Very specifically, the City Council considered the potential to include all residential rental properties within the existing inspection program. Council members were desirous of the staff evaluating the feasibility of requiring inspections for all non-owner-occupied residential properties of 3 units or fewer.

The current program, as approved by the Newnan City Council, requires owners of multifamily residential projects with four (4) or more units to have 20% of the total units inspected each year. The subject inspections are typically concentrated on the interior aspects of the subject properties and are performed by a third party, which then submits an evaluation to the Building Department for review and action, if needed.

Currently, within the City of Newnan there are approximately 11,925 single family properties of 3 units or fewer (Bleakly Advisory Group - 2019 Housing Study). Of those properties, approximately 5,187 (43.5%) are not owner-occupied. Therefore, City staff are assuming that 5,187 residential units are renter occupied.

The information below solely considers the development of a Single Family Rental Inspection Program:

Scenario 1 (Two Year Schedule):

If a Single Family Residential Rental program was developed that required ALL units to be inspected on a 2-year rotation, 2,594 units per year would require an inspection.

Currently, the majority of the units covered by the program are single level and less than 1000 square feet in floor area. The current program inspection checklist for interior conditions is estimated at an average of 35 minutes, per unit.

The typical detached single family residential unit is most often 2 stories and an average of 1650 square feet in floor area. Many will also include a garage. Due to the increased area and garage, the interior inspection time is estimated at an average of 50 minutes per unit; an estimated additional average of 20 minutes for exterior areas and elements, assuming unrestricted access to those areas and elements, which equals an estimated average total of 70 minutes to conduct an adequate inspection per single family residential unit. Depending on traffic conditions and the location of the property within the city, travel time could be between 5 and 25 minutes. The estimated minimum average time for an adequate inspection at a typical detached single family rental unit is 75 to 95 minutes (1 hour and 15 minutes to 1 hour and 35 minutes).

A work year for full-time members of staff is composed of 2080 hours (260 days). If all holidays (10 days), vacation days (12 average) and sick days (10 days) are subtracted, it equals 228 8-hour days. Allowing for at least 6 court dates per year equals 222 8 hour (480 minutes) days per year for conducting inspections. Allowing an estimated 40 minutes each day for phone conversations equals 7 hours and 20 minutes (440 minutes) per day for inspections.

Conservatively, 2,594 units per year divided by 222 days is 12 units requiring an inspection per day. If each inspection requires 95 minutes, the program will likely require three (3) inspectors. When considering a 35% rate of re-inspection and 15% rate for re-schedule (conservatively), staff will likely add 1,296 units back to the schedule of inspections per year. When considering re-inspection and re-scheduling, a total of 3,890 units will be inspected annually. Understanding the standard time to perform inspections, it is anticipated that four (4) inspectors, conducting inspections at 5 units per day, would be required to inspect ALL single family residential rental units every two years.

Scenario 2 (Four Year Scheudle):

Assuming the same 5,187 total single family residential rental units, yet developing a program that considers 25% of the total units per year ,over a four-year period, results in 1297 units each year requiring inspection. Allowing the same percentages for re-inspection and re-schedules (35% and 15% respectively), which adds 649 units back into the program, 1,946 units will be required to be inspected per year to achieve the goal of inspecting all units within a four year schedule. Assuming the same work hours are available for an inspector, the four (4) year schedule would require two (2) inspectors conducting an average of 4.5-unit inspections per day.

The estimates contained herein are based on current estimated single family rental housing units and provide less than 5% margin for expansion. Each additional 973 units would require one additional inspector. When the number of single-family rental units increases by 450 units, an additional inspector would be necessary to maintain the program prior to reaching the 973-unit increase.

Applied to both Scenarios:

The 2019 Bleakly Advisory Group's Residential Market Analysis and Strategic Recommendations projects that the City of Newnan will add approximately 603 households per year till 2040 with 59% (356 units per year) being single family units, and that by 2040 non-owner-occupied households will increase to 56% of residential units. We could expect that this program would require one additional inspector approximately every 18 months.

Estimated Cost per Inspector, per Year:

Salary and benefits (approximately) - \$85,650.00

Office Supplies - \$3,250.00

Inspection equipment - \$200.00

Training - \$1,000.00

* Original Vehicle Purchase - \$40,500.00 (ongoing maintenance will be required)

The information contained herein only contemplates the effect of a potential Single Family Rental Inspection program on the operations of the City of Newnan. Please note that the City Staff encourages the City Council to seek an opinion from the City Attorney as to what any future potential ramifications of the development of a Single Family Rental Inspection program may be.

Funding:

Upon review, consideration and adoption, it is anticipated that the addition of a Single Family Residential Rental Inspection Program will be developed and employed as part of the annual budget

process. Specifically, the General Fund has been noted as the likely funding source.

Recommendation:

Newnan City Council may provide direction, as desired.

Attachments:

None

Previous Discussion with Council:

Newnan City Council considered the potential addition of a Single Family Residential Rental Inspection Program at the 2024 Council Retreat.



To: Mayor and Council

Date: April 23, 2024

Agenda Item: Consideration of Planning Agreements with Historical Concepts, LLC for Development of Concept Plans for the Andrew Street Corridor (Railroad District) and 57 East Projects

Prepared By: Hasco Craver, Assistant City Manager

Purpose:

Newnan City Council may consider agreements with Historical Concepts, LLC to perform certain planning services resulting in the development of a concept plan for the Andrew Street Corridor (Railroad District) and 57 East projects.

Background:

In spring 2023, city staff was approached by members of Historical Concepts, LLC to serve as a host community for the firm's annual summer internship program. City staff welcomed more than a dozen architecture students as well as staff members from Historical Concepts for a two-month project aimed at designing conceptual corridor and site-specific redevelopment plans for locations along Andrew Street and the CSX railroad along the eastern edge of historic downtown Newnan. Upon completion, the firm presented the final plan to the community and Newnan City Council. The plan, as presented, was received with great enthusiasm. It is important to note that the plan, as presented, was not formally adopted in a fashion that may guide current or future decision-making for elected and appointed officials.

The Newnan City Council, at the 2024 Retreat, considered current and future land uses, including the zoning thereof, regulation and potential inducement of certain desired and/or undesired development.

Certain permitted uses, as well as the balance between density and building material and/or construction quality were discussed. Very specifically, the City Council discussed their collective affinity for the recently-completed "Railroad District Plan", which provided a conceptual redevelopment plan for properties along Andrew Street and the CSX railroad in downtown Newnan. Newnan City Council asked staff to contact Historical Concepts, LLC to submit a proposal to further develop the previously presented plan into a more official Master Plan that may guide future redevelopment decision-making.

The Planning Agreement attached herein provides a scope of work that includes four phases: research and assessment of existing documents, development of a conceptual plan, development of a master street plan and an implementation strategy. The agreement, as presented, anticipates an approximate fee of \$40,000 - \$47,000, exclusive of certain reimbursable expenses.

The Newnan City Council, at the 2024 Retreat, received a final report and presentation from Hunden Partners, which provided details related to the feasibility of locating a hotel and conference center at the former location of Caldwell Tanks (57 East Broad Street). The proposed hotel and conference center project, while feasible from a market demand perspective, required significant public investment.

Subsequent conversations related to the expected capital costs required to construct a desirable facility resulted in a funding gap. Essentially, the construction of the facility necessitated additional financial resources. Probable financing methods were discussed. The consensus among the City Council was that, while the market would likely sustain the proposed project, the need to obligate the City with outstanding indebtedness was not desirable. Therefore, the City Council asked staff to contact Historical Concepts, LLC to submit a proposal to develop a Master Plan for the project site. It is important to note that the City Council previously worked with Historical Concepts during the 2023 Retreat to facilitate a session related to the potential future redevelopment of the project site. The 2023 Retreat session resulted in consensus around building form (material, scale, mass, etc.). Prior to more

fully developing the agreed-upon concept of the 2023 Council Retreat, the City Council requested that the Newnan Conference Center Authority first consider the location of a conference center and hotel and the project site.

The Planning Agreement attached herein provides a scope of work that includes four phases: research and assessment of existing documents, development of a conceptual plan, development of a master street plan and an implementation strategy. The agreement, as presented, anticipates an approximate fee of \$58,000 - \$69,000, exclusive of certain reimbursable expenses. The use of a third party illustrator is considered and is anticipated to cost \$10,000.

Funding:

The activities considered herein are not in the approved 2024 Annual Budget. Therefore, the use of the General Fund (Unassigned Fund Balance) may be used.

Recommendation:

The Newnan City Council may provide direction, as desired, to authorize the City Manager to execute the Planning Agreements.

Attachments:

1. 2024-04-10 City of Newnan Andrew Street Corridor Agreement
2. 2024-04-10 City of Newnan 57 East Broad St 2024 Agreement

Previous Discussion with Council:

Newnan City Council, over time, has discussed the redevelopment of the Andrew Street Corridor as well as the 57 East project site.

HISTORICAL CONCEPTS

ARCHITECTURE & PLANNING

PLANNING AGREEMENT

AGREEMENT, made this 10th day of April in the year 2024, between the City of Newnan, Georgia (Client) and Historical Concepts, LLC (HC) for the concept plan for the Andrew Street corridor in Newnan, GA (Project):

WHEREAS, Client wishes to have certain Planning Services provided;

WHEREAS, HC agrees to provide same;

I. PROJECT DESCRIPTION

This study area encompasses approximately 20 acres of land (mostly privately held) to the north and south of Andrew Street. The Conceptual Master Plan presented by Historical Concepts on August 4, 2023 contemplates connecting Andrew Street from Augusta Drive (at the north) to Washington Street (at the south). Additional east-west street connections are suggested for idealized connectivity. The conceptual building program includes: mixed-use, apartments, townhomes and cottages, as well as some greenspaces and LINC trail connections.

II. SCOPE OF WORK

Research & Assessment: HC will begin by researching the city zoning ordinance and comprehensive plan to determine what of the proposed program is or is not in compliance. Any relevant existing conditions mapping for the study area will be beneficial to receive from City staff at this time. Review and assimilation of site constraints in map format (i.e.: property lines, existing utilities, floodplain, environmental conditions). HC will also require a meeting with the city engineer, landscape architect and city planner to determine any potential conflicts with existing conditions or future infrastructure within the study area. An analysis of this research and proposal for solutions will then be compiled and presented to the Client. HC will assist City representatives in researching ideas and incentives that will facilitate the goals of establishing the new ROWs and desired development within the study area.

Concept Master Plan Update & Public Meeting: This step will begin by refining the Conceptual Master Plan based on new information generated in the previous step. At this point, HC will participate in a public meeting to present the updated concept and answer any questions of the citizens. HC will document public commentary and provide any summary statements in a report provided to the Client.

Master Street Plan: A Master Street Plan will be drafted in CAD to identify the extents and alignment of the Andrew Street ROW through the study area, with notations for conflicts with private land. This drawing will include the proposed Andrew Street ROW, curb lines, center line of roadway and any on-street parking locations. The plan will identify recommended east-west street locations and their new or modified ROW. Additionally, trail alignments will be included to provide connectivity to the LINC trail system. Up to three street sections will be provided and keyed to the appropriate locations within the master street plan. HC will engage with the city engineer to review the proposed plan and sections. The Master Street Plan will be delivered in CAD and pdf formats to the Client for use in updating City planning documents.

Implementation Strategy: Working with City representatives, HC will compose an implementation strategy. This may include, but is not limited to, the following:

- Establish near-, mid- and long-term goals
- Outline of incentives that can be enacted by the City to encourage ROW dedication and redevelopment of surrounding parcels
- Phasing plan for ROW improvements and new construction
- Two stakeholder meetings to include existing owners, HC and City representatives to share the vision for the study area and determine owner's interest and timing of being willing participants
- Deliver to the Client a document that details the above items

III. FEES

1. **All services shall be billed on an hourly basis unless otherwise stipulated herein or agreed to in writing.** The Scope of Work indicated herein approximates hourly design fees ranging between \$40,000 to \$47,000, exclusive of any media or other reimbursable expense.
2. While fee estimates are provided for budgeting purposes, the fee estimates included herein are only estimates based on an understanding of the Scope of Work at the time the Agreement is issued. **All additional deliverable items, design studies, revisions or meetings not designated in the Scope of Work, and thus designated as Additional Services, shall be billed on an hourly basis.** HC shall not proceed with any Additional Services without the prior consent of the Client.
3. Progress invoices proportionate to work completed shall be sent on a monthly basis.
4. **Payment on all invoices is due within 15 days of invoice date.**
5. Payment shall be made in US dollars.

IV. CLIENT'S RESPONSIBILITIES

1. The Client has identified Cleatus Phillips as the representative authorized to act on the Client's behalf with respect to the Project. The Client shall render decisions and approve HC's deliverables in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of HC's services.
2. The Client shall provide access to property, buildings, and personnel necessary for HC to complete the Scope of Work.
3. The Client shall identify stakeholders, arrange and coordinate meetings between HC and stakeholders or other interested parties, and provide the meeting facilities.
4. The Client shall provide HC with previous studies, data, reports, maps or documents which have a direct bearing on the requirements of the Project and that may be reasonably needed for the Project.

5. The Client shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site(s) of the Project, and a written legal description of the site(s). The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, setbacks, deed restrictions, boundaries and contours of the site(s); locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.
6. The Client shall furnish all legal, insurance and accounting services, that may be reasonably necessary at any time for the Project to meet the Client's needs and interests.
7. If reasonably required for the progress of the Project, the Client shall furnish the services of consultants including, but not be limited to: landscape architect, civil engineer, environmental engineer, geotechnical engineer, public relations consultant, marketing consultant, real estate consultant, traffic engineer, land use and zoning attorney.
8. If reasonably required for the progress of the Project, the Client shall furnish tests, inspections and reports required by law, such as chemical tests, tests for air and water pollution, acoustic tests, and tests for hazardous materials.
9. The services, information, surveys and reports required by this Section IV shall be furnished at the Client's expense, and HC shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Client and the Client's Consultants. HC has no obligation to perform independent verification of such services, information, surveys and reports. However, HC shall provide prompt written notice to the Client if HC becomes aware of any error, omission, or inconsistency in such services or information.
10. Coordination of the work and services of Client's own consultant(s) with the services to be provided by HC is expressly the responsibility of the Client. While HC shall engage in a collaborative design process with the Client's consultants throughout the design process, each consultant remains responsible for the preparation of their respective schedules, drawings and deliverables. The Client shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

V. OTHER SPECIAL STIPULATIONS

1. **LIMITATIONS** – HC's services under this Agreement are expressly limited in nature. In that HC is not being hired to provide design or service for the purpose of construction under this Agreement, HC's involvement under this Agreement is limited to aesthetics and program only. HC makes no warranties, express or implied, as to the compatibility of drawings with all applicable codes, regulations and other requirements affecting the Project.

HC assumes no responsibility for any drawings or specifications prepared by others. HC does not warrant the work or assume any liability for any work or services performed or provided by third parties in connection with the Project, including those provided by Client's separate consultants.

Client or Client's Consultants remain responsible for verifying and ensuring compliance for items including, but not limited to boundaries, easements, zoning, setbacks, grades, drainage, rights-of-way and utility connections.

HC shall be entitled to rely upon the accuracy and completeness of all Project information supplied by the Client to HC.

All consultation provided during the design and construction of Project, if any, shall also be limited to the aesthetic design intent and shall not supersede the design documents or directives of those consultants hired to provide design and other services for the purpose of construction. Construction means, methods, techniques, sequences, procedures, acts or omissions are solely the contractor's responsibilities under the contract for construction.

HC and Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement.

To the fullest extent permitted by law, and in recognition of the relative risks, rewards, and benefits to both the Client and HC, Client agrees that HC's total liability to Client, or anyone claiming by or through them, for any and all claims, losses, expense or damages arising out of HC's performance of services under this Agreement is limited to the fees paid under this Agreement. This limitation applies to any and all claims, losses, expenses or damages, including but not limited to HC's negligence.

2. Instruments of Service – Drawings, sketches, photos and other documents prepared by HC, HC's Consultants, or others as may be required through additional licensing agreements are Instruments of Service for use solely as indicated herein. HC, HC's Consultants or others as may be required through additional licensing agreements shall be deemed authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. HC retains copyrights for architectural work as per the Architectural Works Copyright Protection Act of 1990.
3. Use of Instruments of Service – Upon execution of this Agreement and upon payment in full for all applicable invoices, HC shall also grant to Client a nonexclusive license to distribute copies of the Instruments of Service as provided by HC.

Due to existing licensing agreements, no rights or licenses granted herein allow for Client to utilize individual photos, drawings, sketches or pages or a combination thereof in any form, or within any other communication medium, without the prior written consent of HC.

No rights or licenses granted to Client herein allow for the further development of architectural concepts by others; however, such a license request shall not unreasonably be withheld by HC. No rights or licenses granted to Client herein allow for the construction of house plan designs that HC already has available for resale; however, such licenses shall be provided as requested under separate documentation and with appropriate fees.

Notwithstanding the foregoing, HC shall grant to Client all rights, including copyrights, for conceptual land plan(s) (if any) generated in the Scope of Work and as may be created through Additional Services under this Agreement. Such ownership shall transfer to Client upon payment in full for all applicable invoices.

4. Distribution of Instruments of Service – HC shall distribute printed copies (also known as hard copies) of Instruments of Service as are required by the Client. Limited digital file formats may also be available for distribution.
5. Digital Data – HC makes no guarantees or representations, express or implied, as to the accuracy, completeness or permanence of the digital files or compatibility with computer hardware or software. Original hard copy prints from HC should be compared to the digital files before use. HC assumes no responsibility for damages resulting from use of the digital information. In the event of conflict between the digital files and the hard copy prints, the hard copy released for construction document shall govern.
6. Media Reproductions – Bond copies, color copies or other media distributed per this Agreement shall be made available to Client at the prices listed under “Media Reproductions” herein. Other media reproductions at sizes and formats not listed herein shall be invoiced at cost plus ten percent coordination fee upon final billing or as incurred.
7. Miscellaneous Expenses – Other non-intra-office expenses incurred, such as express shipping, photo development, etc., shall be billed to Client at cost plus ten percent coordination fee upon final billing or as incurred.
8. Supplemental Services – As projects progress and scope evolves, HC may recognize the need to work with a third party such as rendering artist or landscape architect. Some work may also be enhanced through licensed photography. HC shall discuss such services with the Client in advance and shall only secure such services with the Client’s agreement. Fees will be billed as a reimbursable expense to the Client at cost plus 10%.
9. Travel – Meetings, as may be required, shall be billed on a time basis to include travel at the hourly rates listed herein. Additionally, expenses for all out-of-town travel, such as air fare, rental car (or mileage at prevailing IRS rates if alternately applicable), hotel and meals shall be billed at cost.
10. Project Documentation – HC shall have the right to include photographic or artistic representations of the Project deliverables in HC’s promotional and professional materials. HC’s material shall not include Client’s confidential information so long as Client advises HC in writing of the specific information considered by the Client as confidential. The Client agrees to attribute design credit to HC in the Client’s promotional materials for the Project where customarily appropriate.
- II. Alternative Dispute Resolution – Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of HC’s services, HC may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation.

The Client and HC shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the state of Georgia, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

12. Suspension and Termination – If the Client fails to make payment when due HC may suspend performance of the services listed in this agreement. HC reserves the right to renegotiate or terminate this Agreement if the Project is suspended for more than 90 days by the Client. In the event of a suspension of services, HC shall have no liability to the Client for delay or damage caused the Client because of such suspension of services.

Upon seven (7) days written notice, Client may terminate this Agreement at any time without cause. HC may terminate this Agreement for non-payment provided that HC gives Client seven (7) days written notice to cure. Terms and conditions of future agreements related to any terminated work may not reflect terms and conditions in effect at the time of termination.

If the project is suspended or terminated by the Client, or terminated by HC for nonpayment, HC shall be compensated for all services performed prior to such notice of suspension or prior to receipt of notice of termination.

13. Validity of Terms and Conditions – Terms and conditions of this agreement are valid only if the Agreement is signed and returned to HC no later than 30 days from the date of this Agreement.
14. Assignment of the Agreement – Neither the Client nor HC shall assign this Agreement without the written consent of the other.
15. Entire Agreement – This Agreement represents the entire and integrated agreement between the Client and HC and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and HC.
16. Execution - This Agreement may be executed by fax, or e-mail .pdf, and/or in counterparts and, if so executed, each fax, email .pdf and/or counterpart shall have the full force and effect of an original.
17. Third Parties – Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or HC.
18. Severability – If any provision of this agreement is held illegal or invalid for any reason, such illegality or invalidity will not affect the remaining parts of this Agreement.

19. Governing Law – This Agreement shall be governed by the law of the place where the Project is located, except that if the parties agree to arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern.

The signatures below represent that all of the terms within this contract have been read and agreed upon.



Kevin P. Clark
Senior Principal

2024-04-10
Date

Cleatus Phillips (Signature)
City Manager
City of Newnan, Georgia

Date

PAYMENT METHODS

Remit all payments to 430 Prime Point, Suite 103 – Peachtree City, GA 30269 or use the following wiring instructions:

DOMESTIC WIRES

Receiving Financial Institution: **SouthState Bank**
ABA/Routing Number: **063114030**
Beneficiary (Further Credit To): **Historical Concepts, LLC**
Beneficiary Account Number: **1500093313**

INTERNATIONAL WIRES (USD Currency Only)

Receiving Financial Institution: **SouthState Bank**
Swift Code: **CSBKUS33**
Beneficiary: **Historical Concepts, LLC**
Beneficiary Account Number: **1500093313**

If you have any questions, please contact Laurie Pate at (770) 487-8041 or via e-mail at lpate@historicalconcepts.com.

HOURLY RATES

HC's hourly rates are as follows. Please note that hourly rates, fixed rates and/or per diem rates may be adjusted once a year on January 1st.

Senior Principal	\$330
Principal	\$265
Senior Associate 2	\$230
Senior Associate 1	\$200
Associate 3	\$180
Associate 2	\$140
Graphic Designer	\$120
Associate 1	\$115

MEDIA REPRODUCTIONS

1.	8 1/2" x 11" Bond Copy -	\$1.15 B/W; \$1.25 color
2.	11" x 17" Bond Copy -	\$.35 B/W; \$2.30 color
3.	18" x 24" Bond Copy -	\$1.00 B/W; \$1.00 color
4.	24" x 36" Bond Copy -	\$1.75 B/W; \$24 color
5.	30" x 42" Bond Copy -	\$2.75 B/W; \$35 color
6.	18" x 24" Electronic Scan -	\$1.00
7.	24" x 36" Electronic Scan -	\$1.35
8.	30" x 42" Electronic Scan -	\$1.95
9.	Compact Disk	\$15.00

All other miscellaneous size or format copies shall be billed at cost plus 10 percent. Please note that media reproduction costs may be adjusted once a year on January 1st.

HISTORICAL CONCEPTS

ARCHITECTURE & PLANNING

CONTACT INFORMATION

Please complete the form and return with Agreement.

Primary Contact Information

Contact Name _____

Contact Title _____

Primary Street Address (no PO Boxes) _____

City/State/Zip _____

☐ This is an office contact

☐ This is a residential contact

Phone Number _____

☐ This is an office contact

☐ This is a residential contact

Fax Number _____

☐ This is an office contact

☐ This is a residential contact

Email _____

☐ This is an office contact

☐ This is a residential contact

Cell Phone (optional) _____

Billing Contact (if different from above)

Contact Name _____

Contact Title _____

Address _____

City/State/Zip _____

Phone Number _____ Fax Number _____

Email _____

HISTORICAL CONCEPTS

ARCHITECTURE & PLANNING

PLANNING AGREEMENT

AGREEMENT, made this 10th day of April in the year 2024, between the City of Newnan, Georgia (Client) and Historical Concepts, LLC (HC) for the concept plan for 57 East Broad Street – Newnan, GA (Project):

WHEREAS, Client wishes to have certain Planning Services provided;

WHEREAS, HC agrees to provide same;

I. PROJECT DESCRIPTION

This study area encompasses approximately 5.6 acres of city-owned land with frontages on East Broad and Salbide Streets. The scope is to design a Conceptual Master Plan that reflects the desires of residents and city council (specifically, site program and building character) as documented in the 57 East Broad Street Visioning Exercise Summary, dated April 27, 2023 (and proceeding public meetings for the property).

II. SCOPE OF WORK

Research & Assessment: HC will begin by researching the city zoning ordinance and comprehensive plan to determine parameters for development. Any relevant mapping for the study area will be beneficial to receive at this time. Review and assimilation of site constraints in map format (i.e.: property lines, existing utilities, environmental conditions). HC will require a meeting with the city engineer, landscape architect and city planner to determine any potential conflicts with existing conditions or future infrastructure within the study area. An analysis of this research and proposal for solutions will then be compiled and presented to the Client. HC will assist City representatives in researching ideas and incentives that will facilitate the goals of enticing developers to buy land and build the vision.

Concept Master Plan: HC will begin by generating yield studies for the study area that reflect the desired program with the goal of arriving at a block framework that allows flexibility for various development outcomes. A parking analysis will be studied, showing the differences between a surface parking solution and a parking deck solution. This work will be presented to the Client, city engineer, landscape architect and city planner for review and comment. Based on feedback, HC will generate a Concept Master Plan that represents the ideal buildout of the study area including open spaces and LINC trail connections. Four color renderings will be produced to represent the scale and character, along with selected precedent photographs. At this point, HC will participate in a city council meeting to present the Concept Master Plan to ensure it is meeting the vision.

Following the meeting, HC will make one round of revisions (if necessary) to the Concept Master Plan. To assist with promotion of the vision for 57 East Broad Street, the four perspective renderings and supporting photographic imagery will be compiled along with the concept master plan and program into a Vision Book.

Master Street Plan: Upon receiving support for the Concept Master Plan, a Master Street Plan will be drafted up in CAD to identify the extents and alignment of the ROWs through the study area. This drawing will include ROW, curb lines, center line of roadway and any on-street parking locations. Additionally, open space and trail alignments will be included to provide connectivity to the LINC trail system. Up to two street sections will be provided and keyed to the appropriate locations within the master street plan. HC will engage with the City Engineer to review the proposed plan and sections. The Master Street Plan will be delivered in CAD and pdf formats to the Client for use in updating City planning documents.

Implementation Strategy: Working with City representatives, HC will compose an implementation strategy. This may include, but is not limited to, the following:

- Establish near-, mid- and long-term goals
- Outline of incentives that could attract developers to build the vision
- Phasing plan for ROW construction
- Deliver to the Client a document that details the above items

III. FEES

1. **All services shall be billed on an hourly basis unless otherwise stipulated herein or agreed to in writing.** The Scope of Work indicated herein approximates hourly design fees ranging between \$58,000 to \$69,000, exclusive of any media or other reimbursable expense.
 - a. The service of a third-party illustrator shall be considered as a reimbursable expense and is estimated at \$10,000.
2. While fee estimates are provided for budgeting purposes, the fee estimates included herein are only estimates based on an understanding of the Scope of Work at the time the Agreement is issued. **All additional deliverable items, design studies, revisions or meetings not designated in the Scope of Work, and thus designated as Additional Services, shall be billed on an hourly basis.** HC shall not proceed with any Additional Services without the prior consent of the Client.
3. Progress invoices proportionate to work completed shall be sent on a monthly basis.
4. **Payment on all invoices is due within 15 days of invoice date.**
5. Payment shall be made in US dollars.

IV. CLIENT'S RESPONSIBILITIES

1. The Client has identified Cleatus Phillips as the representative authorized to act on the Client's behalf with respect to the Project. The Client shall render decisions and approve HC's deliverables in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of HC's services.
2. The Client shall provide access to property, buildings, and personnel necessary for HC to complete the Scope of Work.

3. The Client shall identify stakeholders, arrange and coordinate meetings between HC and stakeholders or other interested parties, and provide the meeting facilities.
4. The Client shall provide HC with previous studies, data, reports, maps or documents which have a direct bearing on the requirements of the Project and that may be reasonably needed for the Project.
5. The Client shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the Site(s) of the Project, and a written legal description of the Site(s). The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, setbacks, deed restrictions, boundaries and contours of the Site(s); locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.
6. The Client shall furnish all legal, insurance and accounting services, that may be reasonably necessary at any time for the Project to meet the Client's needs and interests.
7. If reasonably required for the progress of the Project, the Client shall furnish the services of consultants including, but not be limited to: landscape architect, civil engineer, environmental engineer, geotechnical engineer, public relations consultant, marketing consultant, real estate consultant, traffic engineer, land use and zoning attorney.
8. If reasonably required for the progress of the Project, the Client shall furnish tests, inspections and reports required by law, such as chemical tests, tests for air and water pollution, acoustic tests, and tests for hazardous materials.
9. The services, information, surveys and reports required by this Section IV shall be furnished at the Client's expense, and HC shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Client and the Client's Consultants. HC has no obligation to perform independent verification of such services, information, surveys and reports. However, HC shall provide prompt written notice to the Client if HC becomes aware of any error, omission, or inconsistency in such services or information.
10. Coordination of the work and services of Client's own consultant(s) with the services to be provided by HC is expressly the responsibility of the Client. While HC shall engage in a collaborative design process with the Client's consultants throughout the design process, each consultant remains responsible for the preparation of their respective schedules, drawings and deliverables. The Client shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

V. OTHER SPECIAL STIPULATIONS

1. **LIMITATIONS** – HC’s services under this Agreement are expressly limited in nature. In that HC is not being hired to provide design or service for the purpose of construction under this Agreement, HC’s involvement under this Agreement is limited to aesthetics and program only. HC makes no warranties, express or implied, as to the compatibility of drawings with all applicable codes, regulations and other requirements affecting the Project.

HC assumes no responsibility for any drawings or specifications prepared by others. HC does not warrant the work or assume any liability for any work or services performed or provided by third parties in connection with the Project, including those provided by Client’s separate consultants.

Client or Client’s Consultants remain responsible for verifying and ensuring compliance for items including, but not limited to boundaries, easements, zoning, setbacks, grades, drainage, rights-of-way and utility connections.

HC shall be entitled to rely upon the accuracy and completeness of all Project information supplied by the Client to HC.

All consultation provided during the design and construction of Project, if any, shall also be limited to the aesthetic design intent and shall not supersede the design documents or directives of those consultants hired to provide design and other services for the purpose of construction. Construction means, methods, techniques, sequences, procedures, acts or omissions are solely the contractor’s responsibilities under the contract for construction.

HC and Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement.

To the fullest extent permitted by law, and in recognition of the relative risks, rewards, and benefits to both the Client and HC, Client agrees that HC’s total liability to Client, or anyone claiming by or through them, for any and all claims, losses, expense or damages arising out of HC’s performance of services under this Agreement is limited to the fees paid under this Agreement. This limitation applies to any and all claims, losses, expenses or damages, including but not limited to HC’s negligence.

2. **Instruments of Service** – Drawings, sketches, photos and other documents prepared by HC, HC’s Consultants, or others as may be required through additional licensing agreements are Instruments of Service for use solely as indicated herein. HC, HC’s Consultants or others as may be required through additional licensing agreements shall be deemed authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. HC retains copyrights for architectural work as per the Architectural Works Copyright Protection Act of 1990.
3. **Use of Instruments of Service** – Upon execution of this Agreement and upon payment in full for all applicable invoices, HC shall also grant to Client a nonexclusive license to distribute copies of the Instruments of Service as provided by HC.

Due to existing licensing agreements, no rights or licenses granted herein allow for Client to utilize individual photos, drawings, sketches or pages or a combination thereof in any form, or within any other communication medium, without the prior written consent of HC.

No rights or licenses granted to Client herein allow for the further development of architectural concepts by others; however, such a license request shall not unreasonably be withheld by HC. No rights or licenses granted to Client herein allow for the construction of house plan designs that HC already has available for resale; however, such licenses shall be provided as requested under separate documentation and with appropriate fees.

Notwithstanding the foregoing, HC shall grant to Client all rights, including copyrights, for conceptual land plan(s) (if any) generated in the Scope of Work and as may be created through Additional Services under this Agreement. Such ownership shall transfer to Client upon payment in full for all applicable invoices.

4. Distribution of Instruments of Service – HC shall distribute printed copies (also known as hard copies) of Instruments of Service as are required by the Client. Limited digital file formats may also be available for distribution.
5. Digital Data – HC makes no guarantees or representations, express or implied, as to the accuracy, completeness or permanence of the digital files or compatibility with computer hardware or software. Original hard copy prints from HC should be compared to the digital files before use. HC assumes no responsibility for damages resulting from use of the digital information. In the event of conflict between the digital files and the hard copy prints, the hard copy released for construction document shall govern.
6. Media Reproductions – Bond copies, color copies or other media distributed per this Agreement shall be made available to Client at the prices listed under “Media Reproductions” herein. Other media reproductions at sizes and formats not listed herein shall be invoiced at cost plus ten percent coordination fee upon final billing or as incurred.
7. Miscellaneous Expenses – Other non-intra-office expenses incurred, such as express shipping, photo development, etc., shall be billed to Client at cost plus ten percent coordination fee upon final billing or as incurred.
8. Supplemental Services – As projects progress and scope evolves, HC may recognize the need to work with a third party such as rendering artist or landscape architect. Some work may also be enhanced through licensed photography. HC shall discuss such services with the Client in advance and shall only secure such services with the Client’s agreement. Fees will be billed as a reimbursable expense to the Client at cost plus 10%.
9. Travel – Meetings, as may be required, shall be billed on a time basis to include travel at the hourly rates listed herein. Additionally, expenses for all out-of-town travel, such as air fare, rental car (or mileage at prevailing IRS rates if alternately applicable), hotel and meals shall be billed at cost.
10. Project Documentation – HC shall have the right to include photographic or artistic representations of the Project deliverables in HC’s promotional and professional materials. HC’s material shall not include Client’s confidential information so long as Client advises HC in writing of the specific information considered by the Client as confidential. The Client agrees to attribute design credit to HC in the Client’s promotional materials for the Project where customarily appropriate.

- II. Alternative Dispute Resolution – Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of HC's services, HC may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation.

The Client and HC shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the state of Georgia, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

12. Suspension and Termination – If the Client fails to make payment when due HC may suspend performance of the services listed in this agreement. HC reserves the right to renegotiate or terminate this Agreement if the Project is suspended for more than 90 days by the Client. In the event of a suspension of services, HC shall have no liability to the Client for delay or damage caused the Client because of such suspension of services.

Upon seven (7) days written notice, Client may terminate this Agreement at any time without cause. HC may terminate this Agreement for non-payment provided that HC gives Client seven (7) days written notice to cure. Terms and conditions of future agreements related to any terminated work may not reflect terms and conditions in effect at the time of termination.

If the project is suspended or terminated by the Client, or terminated by HC for nonpayment, HC shall be compensated for all services performed prior to such notice of suspension or prior to receipt of notice of termination.

13. Validity of Terms and Conditions – Terms and conditions of this agreement are valid only if the Agreement is signed and returned to HC no later than 30 days from the date of this Agreement.
14. Assignment of the Agreement – Neither the Client nor HC shall assign this Agreement without the written consent of the other.
15. Entire Agreement – This Agreement represents the entire and integrated agreement between the Client and HC and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and HC.
16. Execution – This Agreement may be executed by fax, or e-mail .pdf, and/or in counterparts and, if so executed, each fax, email .pdf and/or counterpart shall have the full force and effect of an original.
17. Third Parties – Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or HC.

18. Severability – If any provision of this agreement is held illegal or invalid for any reason, such illegality or invalidity will not affect the remaining parts of this Agreement.
19. Governing Law – This Agreement shall be governed by the law of the place where the Project is located, except that if the parties agree to arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern.

The signatures below represent that all of the terms within this contract have been read and agreed upon.



Kevin P. Clark
Senior Principal

2024-04-10
Date

Cleatus Phillips (Signature)
City Manager
City of Newnan, Georgia

Date

PAYMENT METHODS

Remit all payments to 430 Prime Point, Suite 103 – Peachtree City, GA 30269 or use the following wiring instructions:

DOMESTIC WIRES

Receiving Financial Institution: **SouthState Bank**
ABA/Routing Number: **063114030**
Beneficiary (Further Credit To): **Historical Concepts, LLC**
Beneficiary Account Number: **1500093313**

INTERNATIONAL WIRES (USD Currency Only)

Receiving Financial Institution: **SouthState Bank**
Swift Code: **CSBKUS33**
Beneficiary: **Historical Concepts, LLC**
Beneficiary Account Number: **1500093313**

If you have any questions, please contact Laurie Pate at (770) 487-8041 or via e-mail at lpate@historicalconcepts.com.

HOURLY RATES

HC's hourly rates are as follows. Please note that hourly rates, fixed rates and/or per diem rates may be adjusted once a year on January 1st.

Senior Principal	\$330
Principal	\$265
Senior Associate 2	\$230
Senior Associate 1	\$200
Associate 3	\$180
Associate 2	\$140
Graphic Designer	\$120
Associate 1	\$115

MEDIA REPRODUCTIONS

1.	8 1/2" x 11" Bond Copy -	\$1.15 B/W; \$1.25 color
2.	11" x 17" Bond Copy -	\$.35 B/W; \$2.30 color
3.	18" x 24" Bond Copy -	\$1.00 B/W; \$1.00 color
4.	24" x 36" Bond Copy -	\$1.75 B/W; \$24 color
5.	30" x 42" Bond Copy -	\$2.75 B/W; \$35 color
6.	18" x 24" Electronic Scan -	\$1.00
7.	24" x 36" Electronic Scan -	\$1.35
8.	30" x 42" Electronic Scan -	\$1.95
9.	Compact Disk	\$15.00

All other miscellaneous size or format copies shall be billed at cost plus 10 percent. Please note that media reproduction costs may be adjusted once a year on January 1st.

HISTORICAL CONCEPTS

ARCHITECTURE & PLANNING

CONTACT INFORMATION

Please complete the form and return with Agreement.

Primary Contact Information

Contact Name _____

Contact Title _____

Primary Street Address (no PO Boxes) _____

City/State/Zip _____

☐ This is an office contact

☐ This is a residential contact

Phone Number _____

☐ This is an office contact

☐ This is a residential contact

Fax Number _____

☐ This is an office contact

☐ This is a residential contact

Email _____

☐ This is an office contact

☐ This is a residential contact

Cell Phone (optional) _____

Billing Contact (if different from above)

Contact Name _____

Contact Title _____

Address _____

City/State/Zip _____

Phone Number _____ Fax Number _____

Email _____



City of Newnan, Georgia - Mayor and Council

Date: April 23, 2024

Agenda Item: Public Hearing - Zoning Ordinance Text Amendments.

Prepared By: Dean Smith, Planning and Zoning Department

Purpose: To consider amendments to the Zoning Ordinance, Articles 2, 8 & 13 as they pertain to sign regulations.

Background: On January 23, 2024, the Newnan City Council adopted a moratorium on the issuance of sign permits to provide time for certain zoning regulations to be amended and adopted that affect the issuance of sign permits and regulation of signs thereof. These changes are twofold: 1. To posture our ordinances to be in a better position to defend against future challenges and 2. To bring the ordinance into compliance with several recent court decisions that impact Constitutional protections for sign applicants.

On March 12, 2024, a public hearing was conducted by the City of Newnan's Planning Commission. At the conclusion of that hearing, the Planning Commission adopted a motion to move these proposed zoning ordinance changes forward to Mayor and Council with a favorable recommendation to consider adopting the proposed changes.

The attached proposed changes have been prepared by outside counsel, in conjunction with the city attorney and staff for your consideration.

Options:

- A. Approve the proposed amendments.
- B. Deny the proposed amendments.

Recommendation: Approve the text amendments to the Zoning Ordinance.

Previous Discussion with Council: January 23, 2024

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New Section 2-24.-Add new section

(c) Signs – maximum height and size

1. Except as permitted in Article 8, no freestanding or monument sign shall be erected within the City that exceeds the size of 50 square feet on any lot, regardless of whether such lot is zoned or unzoned under the City's Zoning Ordinance and Zoning Map.
2. Except as permitted in Article 8, no freestanding or monument sign shall be erected within the City that exceeds five feet in height on any lot, regardless of whether such lot is zoned or unzoned under the City's Zoning Ordinance and Zoning Map.

Article 8 - Sign Regulations

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Sec. 8-1. - Findings, Purpose and Intent.

The purposes of these sign regulations are: to encourage the effective use of signs as a means of communication in the city; to maintain and enhance the aesthetic environment and the city's ability to attract sources of economic development and growth; to improve pedestrian and traffic safety; to minimize the possible adverse effect of signs on nearby public and private property; and to enable the fair and consistent enforcement of these sign restrictions. This sign ordinance is adopted under the zoning authority of the city in furtherance of the more general purposes set forth in this Ordinance.

(a) Statement of Legislative Purpose.

- (1) The City Council recognizes that signs provide an important medium through which individuals, businesses, and government may convey a variety of messages. However, left unregulated, signs can become a threat to the public health and safety as a traffic hazard, as a detriment to property values, and as an aesthetic nuisance affecting the overall economic growth of the city. Numerous professional studies have been prepared that examine and establish the effect of signs on traffic safety, aesthetics and economic prosperity, including the following:
 - a. Klauer, S.G., T.A. Dingus, V.L. Neale, J.D. Sudweeks, D.J. Ramsey. "The Impact of Driver Inattention on Near-Crash/Crash Risk: An Analysis Using the 100-Car Naturalistic Driving Study Data". National Highway Traffic Safety Administration. DOT HS 810 594. April 2006.
 - b. Snyder, Jonathan, Samuel S. Fels Fund. "Beyond Aesthetics: How Billboards Affect Economic Prosperity". December 2011.
 - c. Wachtel, J., 2009. "Safety Impacts of the Emerging Digital Display Technologies for Outdoor Advertising Signs". Prepared for AASHTO and the Standing Committee on Research of the National Cooperative Highway Research Program (NCHRP), April 2009. The Veridian Group, Inc., Berkeley, California.
 - d. Weitz, Jerry, Ph.D., AICP. "The Public Purpose of Rowell's Sign Ordinance and the Implications of Doing Without It: A Position Paper". December 7, 1999.
- (2) Based on a review of the cited materials and the studies referenced therein as well as other related studies, the City Council finds that unregulated signs:
 - a. Can be a safety hazard to drivers and pedestrians;
 - b. Can be a detriment to the public health;
 - c. Can hamper economic growth;
 - d. Can lower property values;
 - e. Can adversely impact public investments;
 - f. Can degrade the utility of public safety signs; and

Sec. 8-1. - Findings, Purpose and Intent.

- g. Can adversely impact the aesthetic quality of the community and surrounding environment.

(b) Findings of Fact.

Specifically, the Mayor and City Council find that:

- (1) Proper regulation of signs is a necessary prerequisite to a peaceable, orderly, and safely designed business environment.
- (2) An improperly regulated sign environment imposes health and safety dangers to the public.
- (3) The result of effective sign regulation will be to lessen hazardous conditions, confusion, and visual clutter, caused by the proliferation, improper placement, illumination and excessive height and size of signs that compete for the attention of pedestrian and vehicular traffic, and impede vision of traffic, traffic controls signs, and devices.
- (4) Uncontrolled and unlimited signs may result in a roadside clutter that impedes the flow of information thereby defeating the purpose of signage, and that impedes the flow of information from traffic signs and signals thereby creating hazards to drivers and pedestrians.
- (5) Uncontrolled and unlimited signs degrade the aesthetic attractiveness of the natural and manmade attributes of the community and thereby undermine the economic value of tourism, visitation, and permanent economic growth.
- (6) Through proper regulation of signs, the attractiveness and economic wellbeing of the city of Newnan will be enhanced as a place to live, work and conduct business.

(c) Purpose and Intent.

- (1) Signs provide an important medium through which individuals may convey a variety of noncommercial and commercial messages. However, left unregulated, signs can become a threat to public safety as well a traffic hazard. Such signs may also constitute an aesthetic nuisance and be a detriment to property values and the city's public welfare. The mayor and council intend by enacting this Article to:
 - a. Balance the rights of individuals to convey their message through signs and the right of the public to be protected against the unrestricted proliferation of signs;
 - b. Further, the objectives of the city's comprehensive plan;
 - c. Protect the public health, safety, welfare, and aesthetics of the city;
 - d. Reduce traffic and pedestrian hazards;
 - e. Maintain the historical image of the city;
 - f. Protect property values by minimizing the potentially adverse effects and visual blight caused by signs;
 - g. Promote economic development; and

Sec. 8-1. - Findings, Purpose and Intent.

- h. Ensure the fair and consistent enforcement of sign regulations.
 - (2) While specifically establishing regulations to control signs within the city, it is not the intent of this Article:
 - a. to regulate art and art symbols; or,
 - b. holiday decorations and symbols.
 - (3) Recognizing the need for certain types of signs which facilitate the safe and orderly movement of traffic, this Article provides for the regulation of incidental address identification and ~~othersubdivision~~ identification signs.
 - (4) Recognizing the need to facilitate decreases in crime this Article provides for the regulation of burglar alarm/security signs.
 - (5) Recognizing the historical contribution of certain structures and places to the cultural fabric of the city and the need and desire to identify same, certain provisions are made in this Article to allow for the identification of those structures and places.
 - (6) While this Article prohibits certain signs from placement within the city and exempts certain signs from certain regulations of this Article, such exemptions are not intended to otherwise allow a sign that is prohibited.
 - (7) Further, the city has an obligation and a right to protect the rights of adjoining landowners to adequate light and air, to promote desirable living conditions and the sustained stability of neighborhoods, to protect property against blight and deprivation, and encourage the most appropriate use of land, buildings, and other structures throughout the city.
 - (8) Accordingly, in consideration of the city's rights and obligations to promote traffic safety, to preserve property values, to provide for the convenience and enjoyment of public travel, to eliminate annoyance to travelers, to attract tourists, residents and industry, to serve the public health, safety and morals, to advance the general prosperity of the community, and to serve the general welfare, the city hereby imposes the regulations contained in this Article.
- (d) Intent in Interpretation.
- (1) In interpreting the provisions of this Article, nothing shall be construed as intent to regulate the content of the message displayed on any sign except to address a compelling public safety or aesthetic concern or to comply with state law.
 - (2) All signs may display a non-commercial message constituting personal speech in addition to or in lieu of any other message. It is the intent of this Article to regulate only the number, type, size, height, timing, appearance, construction materials, location and portability of signs to accomplish the purposes set forth in Sec. 8-1(c), above, except as otherwise provided herein.

Sec. 8-3. - Definitions and Interpretation.

Sec. 8-2. - Applicability and Effect.

- (a) A sign may be erected, placed, established, painted, created, or maintained in the city only in conformance with the standards, procedures, exemptions, and other requirements of this Article.
- (b) The effect of this Article as more specifically set forth herein, is:
 - (1) To establish a permit system to allow a variety of types of signs in commercial and industrial zones, and a limited variety of signs in other zones, subject to the standards and the permit procedures of this Article;
 - (2) To allow certain signs that are small and unobtrusive, subject to the substantive requirements of this Article and without regard to content of such signs, but without a requirement for permits;
 - (3) To provide for temporary signs in limited circumstances;
 - (4) To regulate signs so as to prevent the degradation of the aesthetic attractiveness of the natural and manmade attributes of the community and thereby undermine the economic value of tourism, visitation, and permanent economic growth;
 - (5) To prevent the proliferation of signs which may result in roadside clutter that would impede the flow of information from businesses to consumers thereby harming the economic health of the community, and that would impede the flow of information from traffic signs and signal and therefore create hazards to drivers and pedestrians;
 - (6) To lessen hazardous conditions, confusion and visual clutter caused by the proliferation, improper placement, illumination and excessive height and size of signs that compete for the attention of pedestrians and vehicular traffic, and impede vision of traffic, traffic control signs and devices; and
 - ~~(7) To prohibit all signs not expressly allowed by this Article; and~~
 - ~~(8);~~ (7) To provide for the enforcement of the provisions of this Article.

Sec. 8-3. - Definitions and Interpretation.

Words and phrases used in the interpretation of sign regulations shall have the meanings set forth in this Section. Words and phrases not defined in this Section, but defined in this Zoning Ordinance, shall be given the meanings set forth in this Ordinance. Principles for computing sign area and sign height are contained in Sec. 8-4 of this Article. All other words and phrases shall be given their common, ordinary meaning, unless the context clearly requires otherwise. Section headings or captions are for reference purposes only and shall not be used in the interpretation of this Article.

- 1. **BANNER** – A type of sign made of fabric, thin plastic or similar lightweight material that is attached to a pole, a building or other structure and is intended or displayed as commercial speech. Flags displaying noncommercial speech shall not be considered to be banners.

Sec. 8-3. - Definitions and Interpretation.

The following are Illustrative Examples of Banner Signs:



Pole Mounted



Suspended



Building Mounted



Fence Mounted



Fence Mounted



Fence Mounted

2. BEACON – Any light with one or more beams directed into the atmosphere or directed at one or more points not on the same zoned lot as the light source; also, any light with one or more beams that rotate or move.
3. BUILDING OFFICIAL – The Building Official of the city or his/her designee.
4. CANOPY –
 - a. BUILDING CANOPY – A permanent roof-like structure projecting from a building and open on at least one side for the purpose of shielding a pedestrian walkway or building entrance from the elements. A marquee is a type of building canopy.
 - b. FREESTANDING CANOPY – A freestanding roof-like structure supported by columns intended to shield a vehicular driveway or service area from the elements.
5. COLUMN SIGN – See under “Sign, Freestanding” herein.
6. COMMERCIAL SPEECH OR COMMERCIAL MESSAGE –
 - a. The expression of an idea, opinion or message that directs or attracts attention to a place of business, to a particular business organization, to a product, commodity or service for sale, trade, barter, swap or lease, or to any other business interest or activity; or

Sec. 8-3. - Definitions and Interpretation.

- b. The solicitation for contributions or financial support for any nonprofit organization, institution, committee, club or association of a social, political, religious or charitable nature, or for any nonprofit organization representing the opinions, viewpoint or interests of a particular group.

- 7. FEATHER BANNER – A banner mounted on a pole, such as the examples shown to the right. Such signs may be wind activated (see “sign, animated”) or rigidly mounted in a stationary position



Examples of feather banners

- 8. FLAG – A type of sign made of paper, woven natural or synthetic fabric, thin plastic or similar lightweight pliable material that is normally displayed by flying from a pole as a wind-activated device, but is not otherwise defined herein as a banner, pennant or feather banner.
- 9. FOOT-CANDLE – A quantitative unit measuring the amount of light cast onto a given point, measured as one lumen per square foot.
- 10. FRAME – A complete static message on an electronic display.
- 11. FRAME EFFECT – A visual effect which depicts movement, fading, mosaic flips, wipes or other changing effects associated with the transition from one static message to another.
- 12. FREESTANDING SIGN – See “Sign, Freestanding” herein.
- 13. HOLIDAY OR SEASONAL EVENT – A day established as a legal holiday by federal, state or local law; a nationally recognized holiday such as Halloween or Mother’s Day; a nationally recognized calendar season such as Fall or Spring; a religious day or term of days such as Easter, Yom Kippur or Christmas, or Lent, Ramadan or Hanukah.
- 14. ILLUMINATED SIGN, INTERNAL – A sign illuminated by an internal light source.
- 15. ILLUMINATED SIGN, EXTERNAL – A sign illuminated by an external light source directed primarily toward the sign face.
- 16. KIOSK – A freestanding sign structure, often cylindrical in shape, intended to be viewed from all sides and erected for the purpose of posting signs, notices or other public announcements. Kiosks that are composed of flat faces are treated as multi-faced signs.
- 17. LOT – See the definition of “Zoned Lot” herein.
- 18. LUMEN – A quantitative unit measuring the amount of light emitted by a light source.
- 19. MARQUEE – See “Canopy – Building Canopy” herein.
- 20. MOBILE SIGNS – Any sign, as defined herein, which is placed at a fixed location but not permanently installed, which is mounted or designed for mounting on a motorized or non-motorized vehicle, or designed to be transported, such as by trailer or in the bed of a truck. Types of mobile signs are:

Sec. 8-3. - Definitions and Interpretation.

- a. **PORTABLE SIGN** – Any sign, as defined herein, intended for temporary or permanent display at a fixed location but not permanently attached to the ground or other permanent structure, other than a banner, pennant or flag. Examples of such signs include: temporary changeable copy signs, umbrellas used for advertising, and inflatable signs.
- b. **TRAILER SIGN** – Any sign, as defined herein, which is mounted or designed for mounting on a towed non-motorized vehicle, or designed to be or is being transported in the bed of a truck.
- c. **VEHICLE SIGN** – Any sign, as defined herein, painted or drawn on or affixed to or on the front, side or rear of a motorized vehicle, such as an automobile or truck, but not affixed in or to or mounted in or on the bed of a truck or trailer.



Portable Sign Example



Trailer Sign Example

The following are Illustrative Examples of Vehicular Signs:

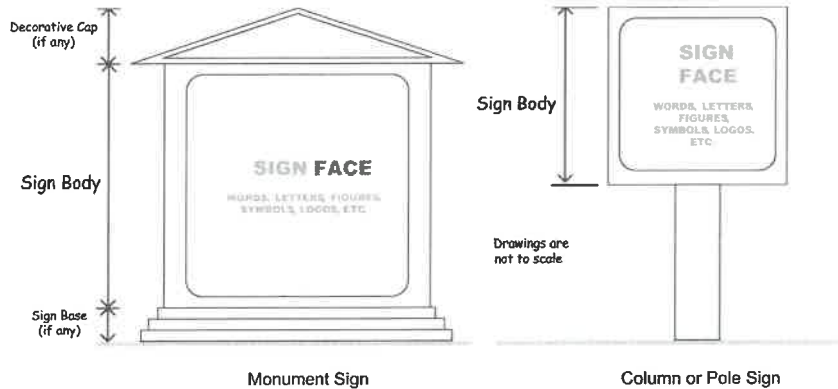


- 21. **NON-COMMERCIAL MESSAGE** – See the definition of “Personal (Noncommercial) Speech” herein.

Sec. 8-3. - Definitions and Interpretation.

22. PENNANT – Any lightweight plastic, fabric or similar material, whether or not containing a message of any kind, suspended from a rope, wire, or string, usually in series, designed to move in the wind as a means of attracting attention. The term “pennant” shall not include a “banner” or a “flag” as regulated by this Article
23. PERSON – Any individual, association, company, corporation, firm, organization, or partnership, singular or plural, of any kind.
24. PERSONAL (NONCOMMERCIAL) SPEECH – Any message containing wording, symbols or other representation promoting a place, an activity, or idea other than a commercial activity , such as:
 - a. The expression of an idea, opinion or message that does not direct or attract attention to a place of business, to a particular business organization, to a product, commodity or service for sale, trade, barter, swap or lease; or to any other business interest or activity; or,
 - b. The encouragement, offering or announcement for the public to participate in the activities of, or to benefit from assistance provided by, any nonprofit organization, institution, committee, club or association of a social, political, religious or charitable nature, or of any nonprofit organization representing the opinions, viewpoint or interests of a particular group, not involving the solicitation for contributions or financial support for any such organization.
25. PLANNED CENTER – A single office, medical, commercial or industrial property that is designed or intended for occupancy by two or more principal businesses that are separately owned and have no corporate relationship and do not jointly occupy the same floor area in common. A planned center may consist of a single building, such as a shopping center, or multiple buildings, such as an office condominium center or business park.
26. POLE SIGN – See under “Sign, Freestanding” herein.
27. PRINCIPAL BUILDING – The primary or predominant structure or building occupying a lot or parcel and often containing the principal use of the property.
28. SETBACK – The perpendicular distance from the property line to the nearest part of the applicable building, structure or sign, measured from the property line to that portion of the building, structure or sign which is most proximate to such line.
29. SIGN – Any device, fixture, placard, object, design, display or structure that uses any color, form, graphic, illumination, symbol, or writing to attract the attention of or to communicate information of any kind to the public.
30. SIGN BODY – That portion of a sign structure that is intended or designed primarily to support or display the sign face, exclusive of the sign’s base or decorative cap, if any.

Sec. 8-3. - Definitions and Interpretation.



31. **SIGN FACE** – That portion of the surface of a sign structure where words, letters, figures, symbols, logos, fixtures, colors, or other design elements are or may be located in order to convey the message, idea, or intent for which the sign has been erected or placed. The sign face may be composed of two or more modules on the same surface that are separated or surrounded by portions of a sign structure not intended to contain any message or idea and are purely structural or decorative in nature.
32. **SIGN MODULE** – Each portion or unit of a sign face that is clearly separable from other such units by virtue of its individual or independent construction or framing.

The following are Illustrative Examples of Sign Modules:



1 Module
(no separation)



2 Modules



Multiple Modules

33. **SIGN, ANIMATED** – A sign that has moving parts or includes action, motion, or color changes, or the optical illusion of action, motion, or color changes, including signs using electronic ink, signs set in motion by wind or by mechanical means such as the blowing of air or motorized parts, or made up of a series of sections that turn, including any type of screen

using animated or scrolling displays such as an LED (light emitting diode) screen or any other type of video display.

34. SIGN, BANNER – See the definition of “Banner” herein.
35. SIGN, BILLBOARD – See “Sign, Highway” herein.
36. SIGN, BUILDING – Any sign attached to any part of a building, as contrasted to a freestanding sign. The term “building sign” includes but is not limited to the following:
 - a. AWNING SIGN – A sign imposed, mounted or painted upon an awning.
 - b. BUILDING MARKER – A sign composed of concrete, bronze or other permanent material which is built into the surface of the building at the time of its construction.
 - c. CANOPY SIGN – A sign imposed, mounted or painted upon a canopy, as defined herein.
 - d. MANSARD SIGN – A sign imposed, mounted or painted upon the fascia portion of a mansard roof.
 - e. PROJECTING SIGN – A sign affixed flat to a wall and extending more than 6 inches from the surface of such wall, or any sign attached to and extending at an angle from a wall surface (usually perpendicular).
 - f. ROOF SIGN – A sign that is mounted on, applied to, or otherwise structurally supported by the roof of a building (other than the fascia portion of a mansard roof).
 - g. UNDER-CANOPY SIGN – A display attached to the underside of a marquee or building canopy and protruding over a pedestrian walkway.
 - h. WALL SIGN – A sign that is fastened to, painted on or placed directly upon the exterior wall of a building façade or building canopy, with the sign face parallel to the wall or canopy face.
 - i. WINDOW SIGN – A sign that is applied, painted or placed on, behind or inside a windowpane or a glass door and intended to be viewed from outside the building.

The following are Illustrative Examples of Building Signs by Type:



Wall Sign



Wall Sign



Wall Sign



Awning Signs

Sec. 8-3. - Definitions and Interpretation.



Awning Sign



Building Marker



Canopy Sign



Canopy Sign



Mansard Sign



Projecting Sign



Projecting Sign



Roof (and Canopy) Sign



Under-Canopy Sign



Under-Canopy Sign



Window Sign



Window Signs

37. SIGN, BUILDING MARKER – See under “Sign, Building” herein.
38. SIGN, CANOPY – See under “Sign, Building” herein.
39. SIGN, CHANGEABLE COPY – A type of sign that is designed and intended to change the display of words, letters, numbers, symbols or graphics on a regular or intermittent basis, either manually, electronically or through electronic activation of a mechanical control mechanism. Changeable copy signs include the following types:
 - a. MANUAL CHANGEABLE COPY SIGN – A sign or portion thereof with characters, letters, or illustrations that can be manually changed or rearranged without altering the face or the surface of the sign. A manual changeable copy sign on which the message is changed more than eight times per day shall be considered an animated sign and not a manual changeable copy sign for purposes of this Article.

Sec. 8-3. - Definitions and Interpretation.

- b. **MULTIPLE MESSAGE SIGN** – A sign that contains display surfaces composed of a series of three sided rotating slats arranged side-by-side, either horizontally or vertically, that are rotated by an electromechanical process, capable of displaying a total of three separate and distinct messages, one message at a time. Such signs are also called “tri-vision signs”. A multiple message sign for properties zoned CCS, CBD, CUN, CGN, CHV, PDC, PDO, IHV or ILT that also adjoin or abut residentially zoned property may only be approved as a special exception under the provisions and procedures provided for special exceptions in the Procedures and Permits Article.
 - c. **VARIABLE MESSAGE SIGN** – A sign or portion thereof with characters, letters, or graphics that can be changed or rearranged electronically without altering the face or the surface of the sign. Such signs are also called “digital signs” or “LED signs”. A variable message sign for properties zoned CCS, CBD, CUN, CGN, CHV, PDC, PDO, IHV or ILT that also adjoin or abut residentially zoned property may only be approved as a special exception under the provisions and procedures provided for special exceptions in the Procedures and Permits Article.
40. **SIGN, DIRECTORY** – A freestanding or building sign used to identify the location of individual occupants within a multi-occupant structure or the location of individual structures within a multi-building development on a property.
41. **SIGN, FREESTANDING** – Any sign attached to or an integral part of a completely self-supporting structure or supports that are placed in, or anchored in, the ground and that are independent from any building or other structure. The term “freestanding sign” includes but is not limited to the following:
- a. **POLE SIGN** – A sign that is mounted on one or more freestanding stanchions or columns such that the sign body is elevated above the ground by such supporting stanchions or columns, and at least one such supporting stanchion or column is less than 20% of the width of the sign body.
 - b. **COLUMN SIGN** – A sign that is mounted on one or more freestanding stanchions or columns such that the sign body is elevated above the ground by such supporting stanchions or columns, and such supporting stanchions or columns are each 20% of the width of the sign body or more.
 - c. **MONUMENT SIGN** – A freestanding sign in which the entire bottom of the sign body or the base of the sign structure is in contact with the ground along its entire length, and the base and any supporting columns are together as wide as or wider than the total width of the sign body.

Sec. 8-3. - Definitions and Interpretation.

The following are Illustrative Examples of Freestanding Signs by Type:



Pole Sign



Pole Sign



Pole Sign



Column Sign



Column Sign



Monument Sign



Monument Sign



Monument Sign



Monument Sign



Monument Sign



Monument Sign



Monument Sign

Sec. 8-3. - Definitions and Interpretation.

42. SIGN, HIGHWAY – Any sign which is located adjacent to a Federal Interstate Highway and which qualify for a Special Exception Permit under Sec. 8-21 of this Article.
43. SIGN, INCIDENTAL – A small sign, emblem or decal no larger than 1½ square feet in area. Such signs are normally located on doors, windows and gas pumps, or in parking lots or loading areas, may be freestanding or building signs, and are generally not readily visible or legible from public rights-of-way.

The following are Illustrative Examples of Incidental Signs:



44. SIGN, INFLATABLE – A sign that is either expanded to its full dimensions through mechanical means of an air blower or supported by gasses contained within the sign, or sign parts, at a pressure greater than atmospheric pressure.
45. SIGN, MARQUEE – See under “Canopy, Building Canopy” herein.
46. SIGN, MISCELLANEOUS BUILDING SIGN – A building sign (as defined herein), other than a principal building sign, a temporary event sign or an incidental sign, commonly found on the wall of a nonresidential use property.

Sec. 8-3. - Definitions and Interpretation.

The following are Illustrative Examples of Miscellaneous Building Signs:



47. SIGN, MISCELLANEOUS FREESTANDING SIGN – A freestanding sign, other than a freestanding principal sign, temporary event sign or incidental sign, commonly found on multi-family and nonresidential use properties located at entrance and exit driveways, drive-through windows, internal driving lanes, parking lots, designated handicap parking spaces, etc.

The following are Illustrative Examples of Miscellaneous Freestanding Signs:



48. SIGN, MOBILE – See “Mobile Signs” herein.
 49. SIGN, MONUMENT – See under “Sign, Freestanding” herein.

Sec. 8-3. - Definitions and Interpretation.

- 50. SIGN, MULTI-FACED – A single freestanding sign structure consisting of two or more sign faces, each of which is designed to be seen from a different direction.
- 51. SIGN, MULTIPLE MESSAGE – See under “Sign, Changeable Copy” herein.
- 52. SIGN, PERMANENT – Any sign that is securely affixed to the ground or to a building and not readily removable. Temporary signs are not considered to be permanent signs.
- 53. SIGN, PORTABLE – See under “Movable Signs” herein.
- 54. SIGN, PRE-PERMANENT – A temporary sign used for signage by a new business until their permanent sign is installed.
- 55. SIGN, PRINCIPAL – Any permanent freestanding or building sign, other than a project entrance sign as defined in this Article, having a sign face area larger than 32 square feet or that is otherwise the main, most prominent or largest freestanding or building sign on a property’s street frontage or principal building.
- 56. SIGN, PROJECT ENTRANCE – A permanent freestanding sign located at an entrance designed and permitted for vehicular access into a multi-family development, or into a development containing multiple lots, such as but not limited to a particular single-family residential subdivision, a townhouse condominium subdivision, or a commercial subdivision such as an office park or industrial park where buildings are located on separate lots.

The following are Illustrative Examples of Project Entrance Signs:



- 57. SIGN, PROJECTING – See under “Sign, Building” herein.
- 58. SIGN, RESIDENTIAL – Any permanent sign located in a district zoned for residential uses.
- 59. SIGN, ROOF – See under “Sign, Building” herein.
- 60. SIGN, ROOF INTEGRAL – See “Sign, Building – Mansard Sign” herein.
- 61. SIGN, SUBDIVISION – See “Sign, Project Entrance” herein.
- 62. SIGN, SUSPENDED – See “Sign, Building – Under-Canopy Sign” herein.

Sec. 8-3. - Definitions and Interpretation.

63. SIGN, TEMPORARY – Any sign, the use of which is short-term in nature, that is affixed to or placed on the ground or to a building but is readily removable and not intended for permanent installation.
64. SIGN, TEMPORARY EVENT – Any sign that is of a non-permanent nature, used only temporarily in relation to a temporary event (as described and regulated by this Article) and not permanently mounted.
65. SIGN, TRAILER – See under “Mobile Signs” herein.
66. SIGN, VARIABLE MESSAGE – See under “Sign, Changeable Copy” herein.
67. SIGN, VEHICLE – See under “Mobile Signs” herein.
68. SIGN, WALL – See under “Sign, Building” herein.
69. SIGN, WINDOW – See under “Sign, Building” herein.
70. STREET – A public or private thoroughfare used, or intended to be used, for passage or travel by motor vehicles.
71. STREET FRONTAGE – The length of any one-property line of a premise, which property line abuts a street. For the purposes of determining yard requirements on corner lots, all sides of a lot adjacent to streets shall be considered frontage, and yards shall be provided as indicated under the zoning definition for yards.
72. SUBTENANT – A natural person, business or other entity that subleases or is otherwise allowed to occupy a portion of land or a building, the majority of which is also occupied by a tenant. For the purposes of this Article, a subtenant is not treated as a “tenant” as defined herein.
73. TEMPORARY EVENT – An activity having a specific duration or the end or which is related to a specific action, usually lasting for only a few days or months at a time. Temporary events are include, but are not limited to, such activities as:
 - a. The offering of a property or premises for sale or rent.
 - b. An election, political campaign, referendum, or ballot proposition put to the voters as part of city, county, state or federal governance.
 - c. Special business promotions, such as, but not limited to, “grand openings”, “close-out sales”, and seasonal sales events.
 - d. Garage/Yard sales.
 - e. The construction of a building or development project, or the rehabilitation, remodeling or renovation of a building.
 - f. A public announcement of a special event or seasonal activity by an individual or a non-profit organization.
74. TENANT – A natural person, business or other entity that occupies land or buildings by ownership, under a lease, through payment of rent, or at will; the primary occupant, inhabitant, or dweller of a place. In contrast, see “Subtenant” herein.

Sec. 8-4. - Computations.

75. **TENANT FRONTAGE** – The horizontal distance in feet between the walls that delimit an exterior façade of a tenant space. A “tenant space” may be a stand-alone building with a single occupant, or a portion of a planned center that is separated from all other tenant spaces for occupancy by a single tenant.
76. **ZONED LOT** – A parcel of land in single ownership that is of sufficient size to meet minimum zoning requirements for area, coverage, and use, and that can provide such yards and other open spaces as required by this Zoning Ordinance.

Sec. 8-4. - Computations.

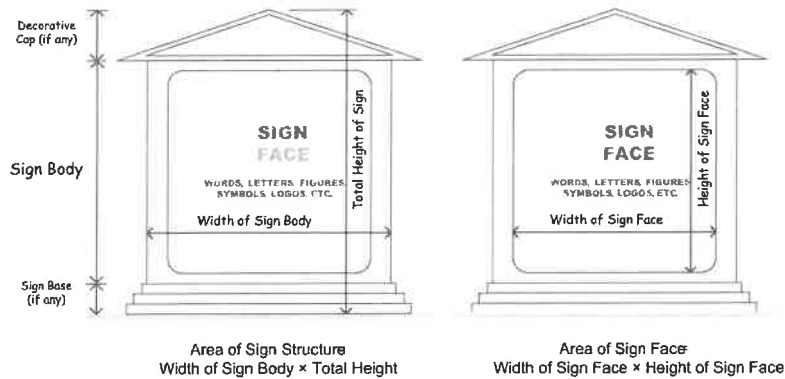
The following principles shall control the computation of sign face area and sign height.

(a) Computation of Area.

(1) Generally.

- a. The area of a sign face or module shall be computed by means of the smallest rectangle that will encompass the extreme limits of the writing, representation, emblem, logo, or other display, together with any material or color forming an integral part of the background of the sign face or used to differentiate the sign face from the sign body or structure against which the sign face is placed. The sign face area does not include any supporting framework, structural supports, or decorative structure or wall when such structure or wall is clearly incidental to the display itself.
- b. If a sign face is composed of two or more sign modules, the sign face area shall be the area of each module, measured in accordance with Sec. 8-4(a)(1)a, totaled together.
- c. The area of a sign structure shall be computed by means of the smallest rectangle that will encompass the extreme limits of the sign, by multiplying:
 1. The width of the body of the sign (exclusive of the sign’s base or decorative cap, if any) measured at the widest portion of the sign body; times
 2. The height of the sign as determined under Sec. 8-4(b), “Computation of Height”.
- d. The following are examples of how sign structure area and sign face area measurements are made; the signs shown are illustrative and only provided for clarity.

Sec. 8-4. - Computations.



(2) Area of Multi-Sided Signs.

The sign face area for a sign structure with more than one side shall be computed by adding together the area of all sign faces visible from any one point. The sign face area of a sign structure with more than one side, and such sides are not more than 24 inches apart from any point of the sign, shall be computed as follows:

- a. Double-sided signs.

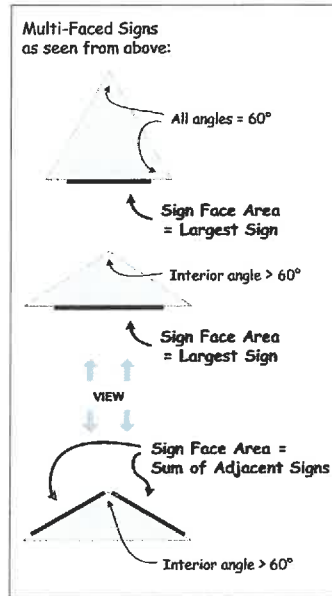
Sign Face Area:
 Three-sided Sign Structures

Sec. 8-4. - Computations.

For double-sided signs, when the sign face surfaces are parallel (back-to-back), or where the smallest angle formed between the two sides is 60 degrees or less, the area of the sign shall be taken as the area of the largest sign face. For double-sided signs where the interior angle formed by the sides is more than 60 degrees, the sign face area shall be the total area of both faces.

b. Signs with three or more sides.

1. For sign structures having only three sides and the interior angle formed between each of the sides is 60 degrees or less, the sign face area shall be taken as the area of the largest of the three sign faces.
2. For all other multi-sided signs with three or more sides, the sign face area shall be either the largest sign face on any one side, or the largest total of all sign faces that are joined by an interior angle of more than 60 degrees, whichever can be viewed from an adjoining street.



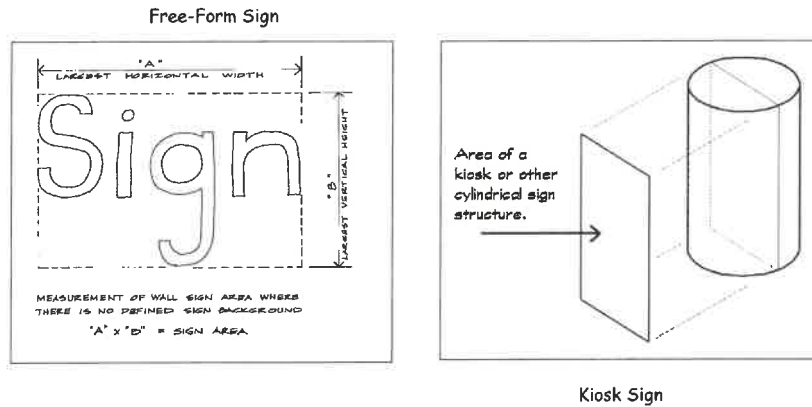
(3) Free-Form Signs.

For signs that have no identifiable frame or border, the smallest rectangle that includes all of the sign's words, letters, figures, symbols, logos, fixtures, colors or other design elements intended to convey the sign's message shall establish the area of the sign face.

(4) Kiosks.

For a kiosk or other cylindrical sign structure, the area of the sign face shall be the largest measurement achieved from any view of the sign structure. Measurements shall be made as a flat plane rectangle projected on or bisecting the sign structure.

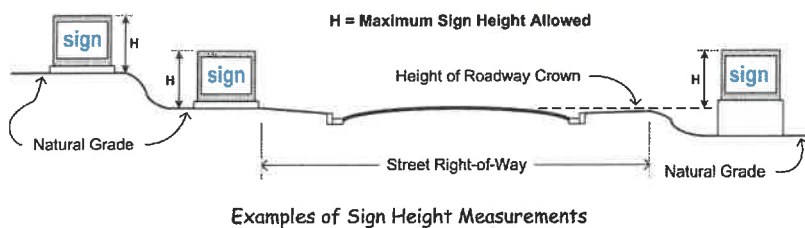
Sec. 8-4. - Computations.



(b) Computation of Height.

(1) For a freestanding sign structure located within 100 feet of an adjacent street right-of-way (as measured perpendicular to the street), the following applies:

- a. For a sign located on land at or above the crown of the roadway in the adjacent street, the height of a sign shall be computed as the distance from the base of the sign at normal grade to the top of the highest attached component of the sign. Normal grade shall be construed to be the lower of (1) existing grade prior to construction or (2) the newly established grade after construction, exclusive of any filling, berming, mounding, or excavating solely for the purpose of locating the sign.



- b. For a sign located on land below the crown of the roadway in the adjacent street, the sign height shall be computed on the assumption that the elevation of the normal grade at the base of the sign is equal to the elevation of the nearest point

Sec. 8-5. - Restrictions on Changeable Copy Signs.

of the crown of a public street or the grade of the land at the principal entrance to the principal structure on the zoned lot, whichever is lower.

- (2) For a freestanding sign structure located 100 feet or more from an adjacent street right-of-way (as measured perpendicular to the street), the height of a sign shall be equal to the vertical distance from the average grade at the base of the sign to the highest point of any portion of the sign. Any earthen berms or other site improvements that raise the sign above the pre-construction natural grade of the land upon which the sign is placed shall be included in the height measurement of the sign.

Sec. 8-5. - Restrictions on Changeable Copy Signs.

(a) Manual Changeable Copy Signs.

A manual changeable copy sign on which the message is changed more than eight times per day shall be considered an animated sign and not a manual changeable copy sign for purposes of this Article.

(b) Multiple Message Signs.

- (1) Each display surface of a multiple message sign shall remain fixed for at least 10 seconds.
- (2) When a display surface is rotated to the next display surface, it shall be accomplished in three seconds or less.
- (3) No such multiple message sign shall be placed within 100 feet of another multiple message sign or a variable message sign on the same side of a street or highway and 100 feet from any residentially zoned property.
- (4) The multiple message sign shall contain a default design that will freeze the display surface in one position if a malfunction occurs.

(c) Variable Message Signs.

- (1) Variable message signs shall only be freestanding, monument or highway signs as defined by this Article.
- (2) No variable message sign shall be placed within 100 feet of another variable message sign or a multiple message sign on the same side of a street or highway and 100 feet from any residentially zoned property.
- (3) The message shall remain fixed for at least 10 seconds and when a message is changed, it shall be perceived as instantaneous within the capability of the technology employed (generally about 1/10th of a second).
- (4) Any sign that utilizes lighting to simulate or gives an illusion of movement, or utilizes frame effects, flashing or bursting illuminations, scrolling, or other variation in the static image during the display of a single image is not allowed and shall be considered an animated sign.

Sec. 8-6. - Signs Allowed on Private Property with and without Permits.

- (5) No variable message sign shall exceed one half (0.5) maintained foot-candles above ambient light levels measured at any adjacent property line to a residentially zoned lot and shall not exceed 2.0 maintained foot-candles above ambient light levels at any public right-of-way line. At all other locations, the sign shall not operate at a brightness level of more than 0.3 foot-candles above ambient light levels measured at 100 feet from the sign.
- (6) An acceptable method for measuring the allowed brightness level for illuminated signs is by recording the ambient light level reading for the sign at a designated measurement distance, using a foot-candle meter, while the sign is off or displaying all black. The foot-candle meter should be aimed directly at the sign at the appropriate distance. A follow up recording should then be performed while the lights are illuminated white.
- (7) Each sign must have a light sensing device that will adjust the brightness of the display as the natural ambient light conditions change.
- (8) As part of an application for a sign permit, the sign owner must provide the Building Official with a written statement from the installer that the sign will comply with the city's brightness requirements and all other requirements of this Sec. 8-5(c), and shall certify to such compliance within 30 days after installation of the sign.
- (9) The owner of the variable message sign shall provide to the Building Official information for a 24 hour contact able to turn off the sign promptly if a malfunction occurs.
 - a. If, at any time, a malfunction occurs or the variable message sign is no longer working properly, the owner of the sign shall turn off the illumination display and shall make repairs to the sign within 60 days or electrical service to the sign will be disconnected at the owner's expense.
 - b. Should the illumination of a sign appear to be brighter than allowed under Sec. 8-5(c)(5), above, the owner of the sign shall, within 24 hours of a request by the Building Official, turn off the sign until the brightness level of the sign can either be verified or corrected to be in compliance. The owner shall bear responsibility of the expenses necessary to ensure the brightness level of the sign meets the requirements of this Article.
- (10) Operation of an electronic changeable copy sign in violation of any provision of this Sec. 8-5(c), including overriding the sign's light-sensing or fail-safe devices, may result in the disconnection of the electrical power supply to the sign at the owner's expense, under the enforcement provisions of this Ordinance.

Sec. 8-6. - Signs Allowed on Private Property with and without Permits.

- (a) Signs shall be allowed on private property in the city in accordance with ~~and only in accordance with~~ Sec. 8-16 of this Article. If the letter "P" appears for a sign type in a column, such sign is allowed without prior permit approval in the zoning districts represented by

Sec. 8-8. - Design, Construction, and Maintenance.

that column. If the letter “S” appears for a sign type in a column, such sign is allowed only with prior permit approval in the zoning districts represented by that column. Special conditions may apply in some cases. If the letter “N” appears for a sign type in a column, such a sign is not allowed in the zoning districts represented by that column under any circumstances.

- (b) Although allowed under the previous paragraph, a sign designated by an “S” or “P” in Sec. 8-16 of this Article shall be allowed only if the size, location, and number of signs on the zoned lot conform with the requirements of Sec. 8-17 and Sec. 8-18 of this Article (which sections establish sign dimensions allowed by sign type), and with any additional limitations listed in Sec. 8-12 for temporary event signs, Sec. 8-19 for miscellaneous signs, and Sec. 8-20 for project entrance signs.

Sec. 8-7. - Permits Required.

- (a) If a sign requiring a sign permit under the provisions of this Article, including a highway sign covered in Sec. 8-21, a permanent sign as specified in Sec. 8-23 or a temporary sign as required by Sec. 8-24, is to be placed, constructed, erected or modified on a zoned lot, a sign permit shall be obtained prior to the construction, placement, erection or modification of such a sign in accordance with the requirements of this Article.
- (b) Signs identified with the letter “S” on [Table 8-A](#) in Sec. 8-16 of this Article shall be erected, installed or created only in accordance with a duly issued and valid sign permit from the Building Official.
- (c) Permits issued by the Building Official may also be required under the electrical and building codes of the city, depending on the nature of the proposed sign construction or modification.
- (d) No sign permit of any kind shall be issued for a proposed sign unless such sign is consistent with the requirements of this Article. If a proposed sign is consistent with the requirements of this Article, a permit shall be issued within the time frames established in Sec. 8-26. Otherwise, said application shall be deemed denied.
- (e) Appeals from the denial of an application shall be as set out in Sec. 8-27 of this Article.

Sec. 8-8. - Design, Construction, and Maintenance.

All signs shall be designed, constructed, and maintained in accordance with the following standards:

- (a) All signs shall comply with the applicable provisions of the most current Standard Building Code, Signs and Outdoor Displays and the current edition of the Georgia State Minimum Standard Electrical Code of the city at all times.
- (b) Except for banners, flags, temporary signs, and window signs conforming in all respects with the requirements of this Article, all signs shall be constructed of permanent materials and shall be permanently attached to the ground, a building, or another structure by direct attachment to a rigid wall, frame, or structure.

Sec. 8-8. - Design, Construction, and Maintenance.

- (c) All signs shall be maintained in good structural condition, in compliance with all building and electrical codes, and in conformance with this code, at all times.
- (d) No sign shall be constructed in such a manner which will hinder vehicle traffic or pedestrians or block any entrances or exits from any sidewalk or building or any windows, doors, or fire escapes. Each sign shall be securely erected and free of any protruding nails, tacks, and wire.
- (e) No sign shall be constructed with any type material, finished letters, characters or surface that will reflect sunlight or any other type of light of such an intensity to hinder vehicle traffic or in any way create a nuisance to the surrounding area.
- (f) A sign containing wood in its structure, face or frame or any part thereof shall be painted or stained.
- (g) All signs shall be constructed in such a manner and fastened in such a way to prevent movement by wind action.
- (h) No sign shall give off light which glares, blinds or has any adverse effect on traffic or adjacent properties. The light from an illuminated sign shall be established in such a way that adjacent properties and roadways are not adversely affected and that direct light is cast upon adjacent properties and locations.
- (i) No wall sign shall cover wholly or partially any wall opening, nor project beyond the ends or top of the wall to which it is attached.
- (j) All temporary event signs shall be securely installed, and shall meet all applicable safety standards as prescribed by the city's current building code or electrical code.
- (k) All miscellaneous and temporary signs shall be placed on private property and may not be placed within five feet of a right-of-way.
- (l) All signs must be placed upon a zoned lot. No sign may be placed on any lot, which lot does not meet the minimum lot requirements of this Zoning Ordinance and subdivision requirements or otherwise qualifies as a lot of record.
- (m) No message may be displayed on any portion of the structural supports of any sign.
- (n) All signs regulated by this Article shall be kept clean, neatly painted, and free from all electrical and mechanical hazards, including, but not limited to, faulty wiring and loose connections, and the premises surrounding the signs shall be maintained by the owner in a sanitary and inoffensive condition, free and clear of all weeds, rubbish, and debris.
- (o) No sign shall be illuminated either internally or externally, in any residential zoning district except that project entrance signs may be externally illuminated from dusk until dawn.
- (p) Freestanding signs in the Quality Development Corridor Overlay District and the Building Exterior Quality Design Overlay District shall be monument signs constructed of wood, stone or other similar materials and shall complement the material and color of the building. Sign supports shall be faced with the primary material used on the primary structure. The primary structure material shall be used in frame the sign in such a way as to completely surround the sign a maximum of eight inches (8") on the top and sides of the sign. No part

Sec. 8-10. - Signs Exempt from Regulation under this Article.

of a metal can shall be left exposed, except as required for maintenance of the sign and/or its components.

Sec. 8-9. - Signs in the Public Right-of-Way.

Signs allowed in the public right-of-way shall be placed behind the curb or sidewalk if present. No signs shall be allowed in the public right-of-way, except for the following:

(a) Permanent Signs.

- (1) Public signs erected by or on behalf of a governmental body to post legal notices, identify public property, convey public information, and direct or regulate pedestrian or vehicular traffic;
- (2) Bus stop signs erected by a public transit company or school district;
- (3) Signs placed by public utilities authorized by the city to locate their facilities within the right-of-ways; and
- (4) Projecting and under-canopy signs projecting over a public right-of-way in conformity with the conditions of Sec. 8-16 of this Article.

(b) Emergency Signs.

Emergency warning signs erected by a governmental agency, a public utility company, or a contractor doing authorized or permitted work within the public right-of-way.

(c) Other Signs Forfeited.

Any sign installed or placed on public property, except in conformance with the requirements of this Section, shall be forfeited to the public and subject to confiscation. In addition to other remedies hereunder, the city shall have the right to recover from the owner or person placing or maintaining such a sign the full costs of removal and disposal of such sign.

Sec. 8-10. - Signs Exempt from Regulation under this Article.

The following signs are exempt from regulation under this Article:

- (a) Any public notice or warning required by a valid and applicable federal, state, or local law, regulation, or ordinance,
- (b) Any sign inside a building, not attached to a window or door, that is not legible from a distance of more than three feet beyond the lot line of the zoned lot or parcel on which such sign is located,
- (c) Traffic control signs on private property, such as "Stop", "Yield", and similar signs, which meet Georgia Department of Transportation standards and contain no commercial message,
- (d) Decorations related to a holiday or seasonal event (as defined in this Article) that are placed on a property as personal speech by the owner, or with the owner's permission.

Sec. 8-11. - Signs Prohibited under this Article.

The following are illustrative examples of non-commercial holiday decorations:



- (e) Address numerals affixed to a structure on the property, or to a mailbox on the property, that are no more than 5 inches in height.
- (f) Signs evidencing the presence of a security, or alarm system, on the property that are no more than 1 square foot in area.

Sec. 8-11. - Signs Prohibited under this Article.

All signs not expressly allowed under this Article or are exempt from regulation in accordance with the previous Section are prohibited in the city. Such signs include:

- (a) Signs imitating warning signals; signs displaying lights resembling the flashing lights customarily used in traffic signals or in police, fire, ambulance or rescue vehicles; signs using words, slogans, dimensional shape or size, or colors of governmental traffic signs in such a manner as to resemble official traffic signs.
- (b) Signs with lights blinking and/or flashing in series, lines or rows.
- (c) Flashing, blinking, fluctuating or intermittent lighted signs or beacons or otherwise animated signs.
- (d) Signs attached to trees or utility poles or boxes; signs painted on or otherwise attached to rocks or other natural objects; signs, other than those placed by a local, state or federal government, or authorized utility located within the public street right-of-way or feet of the edge of curb or closest edge of the pavement of any public street.
- (e) Signs emitting or utilizing in any manner any sound capable of being detected on a public road by a person of normal hearing.
- (f) Unprofessionally fabricated signs that are hand written, hand painted or handmade are prohibited. A "professionally" hand-painted sign, which is allowed, is one that has been prepared or created by a person engaged in the paid occupation of sign-painting and generally reproduces font sets created by such foundries as adobe, microsoft, bitstream, etc.

Sec. 8-11. - Signs Prohibited under this Article.

The following are illustrative examples of "professionally" hand-painted signs that would not be prohibited:



- (g) Signs which obstruct any fire escape, any means of egress or ventilation, or prevent free passage from one part of a roof to any other part thereof; signs attached in any manner to any fire escape.
- (h) Fringe, twirling, sidewalk or curb-type signs, balloons, streamers, pennants, portable display signs, air or gas filled figures and other similar temporary event signs, other than as specifically authorized in this Article.
- (i) Roof signs, or signs projecting above the roof line of a structure;
- (j) Signs displaying words, characters, and/or illustrations of an obscene, indecent or immoral nature as defined by the State of Georgia at O.C.G.A. § 16-12-80 (b), or displaying nudity or sexual conduct as defined by the State of Georgia at O.C.G.A. § 16-12-81 (b)(1) and O.C.G.A. § 32-6-52.
- (k) Signs that advertise or encourage illegal activity as defined by local, state or federal laws.
- (l) Illuminated signs from or to which direct rays of light are projected onto a lot other than on the lot where the illumination occurs.
- (m) Search lights or similar devices.
- (n) Signs on benches, vending machines, trash cans, or other outdoor devices that are larger than an "incidental sign" as defined herein.
- (o) Animated signs.
- (p) Strings of lights not permanently mounted to a rigged background.
- (q) Inflatable signs or displays and tethered balloons, or anything that mimics or has the appearance of an inflatable sign or tethered balloon.
- (r) Illuminated canopy, canopy signs and illuminated projecting signs, except for canopy signs regulated in Section 8-19, (b), (4).
- (s) Portable signs except A-frame signs as may be allowed under this Article.
- (t) Trailer signs.

Sec. 8-12. - Temporary Event Signs on Residential and Commercial Property.

- (u) Vehicle signs with a total sign area in excess of 10 square feet, and:
 - (1) any part of the vehicle is parked for more than three consecutive hours within 100 feet of any street right-of-way, and the vehicle is not being actively loaded or unloaded, and there are other available and accessible locations on or about the occupancy advertised where the vehicle can be parked, which are not within 100 feet of a street right-of-way and visible from such; and
 - (2) is visible from the street right-of-way that the vehicle is within 100 feet; and
 - (3) for more than three consecutive hours is not regularly used in the conduct of the business advertised on the vehicle. A vehicle used primarily for advertising, and not for the purpose of providing transportation for owner, employees, inventory, merchandise, supplies or materials of the occupancy advertised on the vehicle, shall not be considered a vehicle used in the conduct of business. Vehicle may not be used for off premises storage of inventory, merchandise, supplies, or materials.
- (v) All signs not specifically allowed by this Article.

Sec. 8-12. - Temporary Event Signs on Residential and Commercial Property.

Temporary signs related to specific temporary events, as described herein, are subject to the following requirements:

- (a) Temporary Event Signs Allowed.
 - (1) In addition to signs allowed in Sec. 8-16, certain signage is allowed on a property for the duration of a temporary event. Such additional signs shall not be restricted as to the message displayed on the sign, but they must comply with the provisions of this section.
 - (2) Temporary event signs must comply with all requirements of this Article, except as modified by the provisions of this Section, including prohibitions listed in Sec. 8-11. Only 1 temporary event sign is allowed on a residential, commercial or industrial zoned lot, unless provided otherwise in this Section.
 - (3) Temporary event signs must be constructed of wood, metal, or other durable materials in such a manner as to resist high winds. Freestanding temporary event signs shall be constructed in such a manner that incorporates a base from which no supports or feet extend which may cause pedestrians to trip. No external cables, brackets, wires or props shall be permitted as a support.
 - (4) No sign that requires electricity or other power source shall be allowed.
- (b) Size Requirements and Type.
 - (1) Freestanding Signs.
 - a. Area of sign:
 - 1. Residential zoned lot: 6 non-illuminated square feet.

Sec. 8-12. - Temporary Event Signs on Residential and Commercial Property.

2. Commercial or Industrial zoned lot: 32 non-illuminated square feet.

b. Height of sign:

1. Residential zoned lot: 4 feet in height.

2. Commercial or industrial zoned lot: 6 feet in height.

(2) Wall Sign. Commercial or Industrial zoned lot: 6 non-illuminated square feet.

(3) Banners. Commercial or Industrial zoned lot: 24 square feet.

(c) Duration.

Temporary event signs may be placed on any property upon initiation of a temporary event and must be removed upon the termination of the event. Banners must follow the duration period as set forth in Sec. 8-12(d)(3). Initiation and termination of particular events shall be interpreted as follows:

(1) Sale or lease of a building or premises. Initiation upon the availability of the building or premises for sale or lease, and termination upon the closing of the sale or execution of the rental agreement.

(2) Building construction or remodeling. Initiation upon issuance of a building permit authorizing the construction, interior finish or remodeling and termination with 7 days after issuance of either a Certificate of Occupancy or Certificate of Completion.

(3) Residential or non-residential development. Initiation upon preliminary plat or site plan approval by the city. Termination upon the sale of 75% of the lots, dwelling units or buildings in the final phase, or at the end of 6 continuous months during which no building permits have been issued for new construction or building activity has taken place within the development of site, whichever comes first.

(4) Election, ~~or political campaign, or political message. Initiation upon the filing for qualification of candidates and termination upon the final determination on each ballot issue or candidate.~~

(5) Garage/Yard Sales. Initiation 3 days prior to the announced date of the sale and termination at the end of the announced date.

(6) Special business promotions. Initiation upon the announcement of the special sale or sales event and termination upon its completion or 30 days after initiation, which occurs first. Business promotion signs 16 square feet or greater in size may not be approved more often than 4 times each calendar year on the same property.

(7) Public announcement. Initiation upon the placement of the sign and termination within 30 days after placement.

(d) Number of Signs.

Only one sign related to each temporary event may be located on a lot at any one time and only one temporary event at a time is allowed on a lot, in addition to the following:

Sec. 8-13. - Violations.

- (1) Sale or lease of a lot, building or premises. One freestanding temporary event sign per lot that is available for sale or lease. For a planned center or a storefront development, one additional temporary event wall sign may be placed on the tenant frontage of the space that is available for sale or lease.
 - (2) Election or political campaign. No limit.
 - (3) Banners. One banner per street frontage, not to exceed 7 days per calendar year.
 - (4) Planned Centers and Storefront Developments. Each business conducting a special business promotion event is allowed one wall temporary event sign, subject to the duration set forth in Sec. 8-12(c)(6).
- (e) Location.
- (1) All temporary event signs must meet setback requirements as set forth in Sec. 8-18(c) of this Article.
 - (2) A temporary event sign must be located at least 10 feet from any other sign.
 - (3) A temporary event sign shall be erected and maintained only with the permission of the owner of the property on which the sign is to be located.
- (f) Permits and Sign Approval.
- A temporary sign permit shall be required for the following signs:
- (1) Banners.
 - (2) Freestanding temporary event signs 16 square feet or larger in size, with the exception of event signs allowed during the sale or lease of a building or premises; and event signs allowed during elections or political campaigns.
 - (3) Special business promotion signs.
 - (4) Garage/Yard sales.

Sec. 8-13. - Violations.

Any of the following shall be a violation of this Article and shall be subject to the enforcement remedies and penalties provided in this Article.

- (a) To install, create, or erect any sign requiring a sign permit without such a permit;
- (b) To install, create, or erect any sign in a way that is inconsistent with any plan or permit governing such sign or the zoned lot on which the sign is located;
- (c) To fail to remove any sign that is installed, created, or erected in violation of this Article or not otherwise exempt from regulation by this Article, or for which the sign permit for such sign has lapsed; or
- (d) To continue any such violation. Each such day of a continued violation shall be considered a separate violation.

Sec. 8-14. — Notice of Violations.

Signs erected in the public right-of-way shall be removed without notice. If any sign is erected or maintained in violation of any of the provisions of this Article, the Building Official shall have the duty to give the owner thereof written notice of such violation, such notice to include a brief statement of the particulars in which this Article is violated and the manner in which such violation is to be remedied. If a sign has been registered with the Building Official, notice to the registered owner or to the person or firm receiving the permit shall be sufficient. If a sign has not been registered and the owner is not known, affixing a copy of the notice to the sign, sign structure or building for a period of 10 days shall be sufficient.

Sec. 8-15. — Nonconforming Signs.

Signs which, on the date of adoption of this Zoning Ordinance or a subsequent amendment thereto, were approved and legally erected under previous sign restrictions, and which became or become nonconforming with respect to the requirements of the newly adopted or amended Zoning Ordinance, may continue in existence subject to the following restrictions:

- (a) Burden of Proof:
 - (1) Signs for which documentation exists that the sign was erected in conformance with the city's requirements and regulations are considered "legal" nonconforming signs.
 - (2) The burden of proof that an existing sign qualifies as a legal nonconforming sign lies with the owner of the sign. Lacking such proof, the sign may be determined to be an illegal nonconforming sign and its removal required.
- (b) In all use districts, legal nonconforming signs may continue in existence provided that the size of the sign face, body or structure is not increased.
- (c) A nonconforming sign shall not be replaced, enlarged or structurally altered except to conform to the provisions of this Article.
- (d) A nonconforming sign shall not be replaced by another nonconforming sign, except that the substitution or interchanging of poster panels, painted boards or demountable material on nonconforming signs shall be allowed.
- (e) A nonconforming sign may not be replaced by another nonconforming sign except where changed conditions beyond the control of the owner render the sign nonconforming or warrant the sign's repair.
- (f) An existing sign that was legally erected and that becomes nonconforming as to the setback requirements of the city due to road widening may be moved to meet the setback requirements of this Ordinance. Such sign shall not be increased in size or changed in any manner except as to become conforming.
- (g) All nonconforming banners, pennants, and portable signs in existence as of the date of adoption or subsequent amendment of the Zoning Ordinance shall be removed within 12 months of such adoption or amendment.

Sec. 8-16. — Signs Allowed by Type and Zoning District.

(a) Residential, Commercial and Industrial Districts.

Signs that are allowed and not allowed in each of the residential, commercial and industrial zoning districts are shown on the following table, and are annotated as follows:

P = Allowed Without Sign Permit

S = Allowed Only With Sign Permit

N = Sign Not Allowed

Table 8-A: Signs Allowed by Type and Zoning District

SIGN TYPE	ZONING DISTRICT															
	RU-1	RS-20	RS-15	RU-7	RML	RMH	RU-2	OI-1	OI-2	CBD	CGN	CHV	CCS	CUN	ILT	IHV
A-Frame (Sandwich Board)	P				P	P	P	P	P	P	P	P	P	P	P	P
Animated	N				N	N	N	N	N	N	N	N	N	N	N	N
Banner	N				N	N	N	S	S	S	S	S	S	S	S	S
Building Marker ¹	P				P	P	P	P	P	P	P	P	P	P	P	P
Canopy	N				S	S	S	S	S	S	S	S	S	S	S	S
Changeable Copy  Manual	N				N	N	N	S	S	S	S	S	S	S	S	S
Changeable Copy – Multiple Message ²	N				N	N	N	N	N	N	N	N	N	N	N	N
Changeable Copy – Variable Message ³	N				N	N	N	S	S	S	S	S	S	S	N	N
Directory	N				S	S	S	S	S	S	S	S	S	S	S	S
Flag ⁴	P				P	P	P	P	P	P	P	P	P	P	P	P

¹ Must be cut or etched into masonry, stone, bronze, or similar material and permanently installed into the surface of a building at the time of its construction or subsequent dedication.

² Multiple message signs are allowed only on an approved Highway Sign and must meet all requirements of this Article, the Georgia Outdoor Advertising Law (O.C.G.A. § 32-6-52 et seq.) and the Georgia Department of Transportation.

³ Variable message signs that do not constitute animated signs shall be allowed in commercial zoning districts of the city provided the variable message sign does not exceed size and height limits for freestanding signs and the variable message sign is placed on or in lieu of a permanent sign otherwise allowed on the property. Variable message signs placed on an approved Highway Sign must meet all requirements of this Article, the Georgia Outdoor Advertising Law (O.C.G.A. § 32-6-52 et seq.) and the Georgia Department of Transportation.

⁴ See Sec. 8-19(b)(6).

Sec. 8-16. — Signs Allowed by Type and Zoning District.

Table 8-A: Signs Allowed by Type and Zoning District

SIGN TYPE	ZONING DISTRICT															
	RU-1	RS-20	RS-15	RU-7	RML	RMH	RU-2	OI-1	OI-2	CBD	CGN	CHV	CCS	CUN	ILT	IHV
Freestanding Principal Sign ⁵	N				S	S	S	S	S	S	S	S	S	S	S	S
Incidental (max. 1½ sf)	N				P	P	P	P	P	P	P	P	P	P	P	P
Marquee Sign	N				N	N	N	S	S	N	S	S	S	S	S	S
Miscellaneous Building Signs (max. 4 sf)	N				N	N	N	P	P	P	P	P	P	P	P	P
Miscellaneous Freestanding Sign (up to 4 sf)	N				P	P	P	P	P	P	P	P	P	P	P	P
Miscellaneous Freestanding Sign (over 4 sf, max 32 sf)	N				S	S	S	S	S	S	S	S	S	S	S	S
Monument Sign	N				S	S	S	S	S	S	S	S	S	S	S	S
Pennant	N				N	N	N	N	N	N	N	N	N	N	N	N
Mansard Sign	N				N	N	N	N	N	N	S	S	S	S	S	S
Mobile Sign – Portable	N				N	N	N	N	N	N	N	N	N	N	N	N
Mobile Sign – Trailer Sign	N				N	N	N	N	N	N	N	N	N	N	N	N
Mobile Sign – Vehicle Sign (max 10 sf)	P				P	P	P	P	P	P	P	P	P	P	P	P
Mobile Sign – Vehicle Sign over 10 sf	N				N	N	N	N	N	N	N	N	N	N	N	N
Projecting Sign ⁶	N				N	N	N	S	S	S	S	S	S	S	S	S
Project Entrance Signs	S				S	S	S	S	S	S	S	S	S	S	S	S
Residential ⁷	P				P	P	P	N	N	N	N	N	N	N	N	N
Roof	N				N	N	N	N	N	N	N	N	N	N	N	N
Subtenant Sign	N				N	N	N	N	N	S	S	S	S	S	N	N
Temporary Sign – Special Event	SEE Sec. 8-12															
Temporary Sign – Pre-Permanent Sign	N				N	N	N	S	S	S	S	S	S	S	S	S
Under-Canopy Sign ⁸	N				S	S	S	S	S	S	S	S	S	S	S	S

⁵ Freestanding highway signs are only permitted by special exception.

⁶ Height above sidewalks shall be a minimum of 8½ feet. Sign shall not project past the sidewalk.

⁷ One per lot not to exceed 6 square feet in area and 4 feet in height for a freestanding sign, and 1½ square feet for a wall sign.

⁸ Height above sidewalks shall be a minimum of 8½ feet. Sign shall not project past the sidewalk.

Sec. 8-17. -- Number of Permanent Signs Allowed.

Table 8-A: Signs Allowed by Type and Zoning District

SIGN TYPE	ZONING DISTRICT															
	RU-1	RS-20	RS-15	RU-7	RML	RMH	RU-2	OI-1	OI-2	CBD	CGN	CHV	CCS	CUN	ILT	IHV
Wall	N				S	S	S	S	S	S	S	S	S	S	S	S
Window ⁹	N				S	S	S	S	S	S	S	S	S	S	S	S

(b) Planned Development Districts.

- (1) PDR, Planned Residential Development District: For lots that are zoned PDR, the sign requirements of the RS-20 district will apply.
- (2) PDC, Planned Commercial District: For lots that are zoned PDC, the sign requirements of the CUN district will apply.
- (3) PDO, Planned Office Development: For lots that are zoned PDO, the sign requirements of the OI-1 district will apply.

(c) Other Zoning Districts.

No sign shall be allowed in the OSD-1, OSD-2, and OCR districts except as otherwise provided in the district regulations.

Sec. 8-17. -- Number of Permanent Signs Allowed.

- (a) Only one principal freestanding sign on a zoned lot or per 200 feet (or major fraction thereof) of street frontage shall be permitted in the RS-20, RS-15, RU-7, RU-1, RU-2, RML, and RMH zoning districts.
- (b) Only one principal freestanding or monument sign per lot or 200 feet (or main fraction thereof) of street frontage of the lot shall be permitted in the OI-1, OI-2, CUN, CCS, CBD, CGN, CHV, ILT, and IHV zoning districts, except that separate requirements may be applied for each street on which a corner lot or double-frontage lot faces.
- (c) Only one principal building sign permitted per street frontage per business establishment.
- (d) Lots fronting on two or more streets are allowed the permitted principal signage for each street frontage, but signage cannot be accumulated and used on one street in excess of that allowed for lots with only one street frontage.

⁹ One window sign per street frontage shall be permitted per business establishment and shall be a maximum of 6 square feet.

Sec. 8-18. — Dimensions and Location of Permanent Signs.

- (e) In addition to the limitation on the number of signs set forth in this Section, one directory sign may be permitted for lots with multiple establishments zoned commercial or industrial.
- (f) In addition to any other principal freestanding signs authorized by this Article on a commercial zoned lot, if such lot contains a business premises where materials are delivered at a drive thru delivery point other than on the front side of the building, then one additional permanent freestanding sign per delivery point shall be allowed to be located on the property in the side or rear yard; no such sign shall exceed 32 square feet in sign area nor 6 feet in height. The location of the sign on the lot shall be approved as a part of the site plan review process.
- (g) See Sec. 8-19 for the number of miscellaneous signs allowed.
- (h) See Sec. 8-20 regarding project entrance signs.

Sec. 8-18. — Dimensions and Location of Permanent Signs.

Except where stated elsewhere in this Article, the following shall apply to all signs in the zoning districts indicated, or, if the property or lot is not zoned under the City's Zoning Ordinance and Map.

- (a) Area (square feet).
 - (1) The maximum square footage of any principal freestanding sign shall be:
 - a. Sixteen square feet in the all residential zoning districts;
 - b. Thirty-two square feet in the OI-1, OI-2, CUN, and CBD zoning districts; and
 - c. Fifty square feet in the CCS, CGN, CHV, ILT, IHV zoning districts.
 - e-d. Fifty square feet on any lot which does not have a zoning classification under the City's Zoning Ordinance and Map, including, but not limited to, any property owned or operated by any utility or railroad.

For lots that are zoned PD, the preceding district regulations set forth in Sec. 8-16(b) will apply depending on the nature of the Planned Development.

- (2) The maximum area of a principal building sign shall be 10% of the total area of the wall (including window and door areas) of which such sign is a part or to which each such sign is most nearly parallel; provided, however, that in no instance shall the building sign exceed 75 square feet in the CUN, CBD, OI-1 and OI-2 zoning districts, and 150 square feet in CCS, CGN, CHV, ILT and IHV zoning districts.
 - (3) The maximum area of a directory sign shall be 6 square feet.
 - (4) The maximum area of one miscellaneous sign on a property shall be 32 square feet; for all other miscellaneous signs on the property, each sign shall not exceed 4 square feet in sign face area.
 - (5) See Sec. 8-20 regarding project entrance signs.
- (b) Height.

Sec. 8-18. — Dimensions and Location of Permanent Signs.

- (1) The maximum height of any permanent sign shall be:
 - a. Five feet in the residential zoning districts except RML and RMH zoning districts; and
 - b. Six feet in the RML, RMH, OI-1, OI-2, CCS, CGN, CHV, CUN, CBD, ILT, and IHV zoning districts.
 - b-c. Six feet on any lot which does not have a zoning classification under the City's Zoning Ordinance and Map, including, but not limited to, any property owned or operated by any utility or railroad
- (2) For lots that are zoned PD, the preceding district regulations set forth in Sec. 8-16(b) will apply depending on the nature of the planned development.

(c) Setback.

Each permanent sign must have the following setbacks from any right-of-way:

- (1) Ten feet from the pavement but must be 5 feet outside of the right-of-way in the residential, OI-1, OI-2, CCS, CGN, CHV, CUN, CBD, ILT and IHV zoning districts.
- (2) Sixty feet from any Federal Interstate Highway.
- (3) For lots that are zoned PD, the preceding district regulations set forth in Sec. 8-16(b) will apply depending on the nature of the Planned Development.
- (4) For nonresidential lots, signs must be set back from the side and rear property lines a distance no less than the building setbacks established by the underlying zoning of the lot on which the sign will be located.

Table 8-B: Principal Signs

	Zoning District			
	RS-20, RS-15, RU-7, RU-1 and RU-2	RML and RMH	OI-1, OI-2, CSN, CUN and CBD	CCS, CGN, CHV, ILT, and IHV
Principal Freestanding Signs				
Max. number of Principal Freestanding Signs	1 sign on a zoned lot or per 200 feet (or major fraction thereof) of street frontage	1 sign on a zoned lot or per 200 feet (or major fraction thereof) of street frontage	1 sign on a zoned lot or per 200 feet (or major fraction thereof) of street frontage, per street	1 sign on a zoned lot or per 200 feet (or major fraction thereof) of street frontage, per street
Max. area of Principal Freestanding Sign face	16 sf	16 sf	32 sf	50 sf

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Sec. 8-18. — Dimensions and Location of Permanent Signs.

Table 8-B: Principal Signs

	Zoning District			
	RS-20, RS-15, RU-7, RU-1 and RU-2	RML and RMH	OI-1, OI-2, CSN, CUN and CBD	CCS, CGN, CHV, ILT, and IHV
Max. height of sign structure	5 ft	6 ft	6 ft	6 ft
Min. setback from street right-of-way line ¹⁰	10 ft from pavement, at least 5 ft from right-of-way	10 ft from pavement, at least 5 ft from right-of-way	10 ft from pavement, at least 5 ft from right-of-way	10 ft from pavement, at least 5 ft from right-of-way
Min. setback from Interstate Highway	60 ft	60 ft	60 ft	60 ft
Min. setback from side and rear property lines	None required	None required	Distance equal to the building setbacks required by the zoning district	Distance equal to the building setbacks required by the zoning district
Monument sign allowed	No	No	Yes	Yes
Column sign allowed	No	No	Yes	Yes
Pole sign allowed	No	No	No	No
Joint sign required	N/A	N/A	For Planned Centers	For Planned Centers
Principal Building Signs				
Max. number of Principal Building Signs	None	None	1 building sign per street frontage per business establishment	1 building sign per street frontage per business establishment
Max. area of sign face	N/A	N/A	10% of the area of the wall, max. 75 sf	10% of the area of the wall, max. 150 sf
Max. percent coverage of all signs placed in a Window	N/A	N/A	50% of area of each window	50% of area of each window

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(d) Location.

¹⁰ See the visibility clearance area setback requirements under Sec. 8-18(d).

Sec. 8-18. — Dimensions and Location of Permanent Signs.

- (1) All principal freestanding signs must be at least 50 feet from any other principal freestanding sign on the same lot.

- (2) Street Intersections.

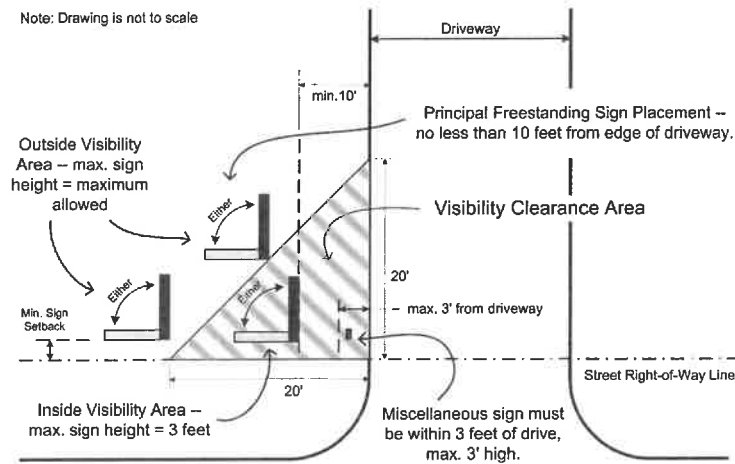
In addition to the foregoing setback requirements, no sign shall be permitted at the intersections of streets or streets and railroad rights-of-way within a triangular area defined as follows:

- a. Beginning at a point on the curb line of one street, which point is 20 feet from the intersection with the curb line of the other street; then along the curb line to said intersection; then along the curb line of the other street 20 feet; then straight across the corner to the beginning point.
- b. Where there is no curb, measurements shall be along the edge of pavement. A railroad right-of-way shall be considered the same as a curb line.

- (3) Driveway Intersections.

- a. No sign more than 3 feet in height shall be erected within 20 feet of the intersection of a public street with a private driveway, curb cut or other access point.
- b. Such visibility clearance area shall be established as the triangular area formed by the street right-of-way line and the edges of the driveway by a line connecting such right-of-way line and driveway edges at points 20 feet from the intersection of the right-of-way and the edges of a driveway.

Sec. 8-19. - Miscellaneous Signage.



Visibility Clearance Area and Sign Height Restrictions at a Driveway Entrance

Sec. 8-19. - Miscellaneous Signage.

(a) Miscellaneous Freestanding Signs.

Freestanding signs, in addition to principal freestanding signs regulated under Sec. 8-17 and temporary event signs regulated under Sec. 8-12, are allowed as accessory uses on a property occupied by a multi-family or nonresidential use if each sign complies with all of the following:

- (1) Within the area between a street right-of-way line and the minimum building setback required from that street right-of-way line on the property, the following applies:
 - a. Permanently installed miscellaneous freestanding signs may be located only within 3 feet of driveways or curb cuts that provide access into or from the property.
 - b. There shall be no more than two such signs per driveway or curb cut and each such sign shall not exceed 6 square feet in sign face area nor be more than 3 feet in height.
- (2) Miscellaneous freestanding signs located farther from the street than the minimum building setback from that street right-of-way line on the property, shall be allowed as follows:
 - a. On a property occupied by a multi-family or nonresidential use, one miscellaneous sign not to exceed 32 square feet in sign face area or more than 6 feet in height may be located on the property for each principal building on the

Sec. 8-19. - Miscellaneous Signage.

lot. Nonresidential uses are permitted two miscellaneous freestanding signs for each drive-through lane per business establishment.

- b. Other miscellaneous freestanding signs are allowed beyond the minimum building setback, provided that such signs are no more than 4 square feet in sign face area nor more than 6 feet in height.
- (3) A-frame signs. Portable signs are not allowed as miscellaneous freestanding signs except for an A-frame sign for a nonresidential use (also known as a "sandwich board" sign).
 - a. Size and number. Such A-frame signs shall not exceed 4 feet in height and 8 square feet in area and are limited to one sign per property or one sign per business establishment in a planned center or storefront development.
 - b. Location. Such A-frame signs must be located no farther from an entrance to the owner's business than 6 feet, provided further that within the Central Business District (CBD), the signs must be positioned against a building and cannot be positioned in a sidewalk or curb.
 - c. Such A-frame signs may only be displayed during the operating hours of the business being advertised and must be stored indoors when the owner's establishment is not open for business.



A-Frame Sign

e- (4) Drive-thru lanes. In addition to any other monument or freestanding signs authorized by this Article, if such property contains a business premise where materials are delivered or services offered at a drive-thru delivery point other than on the front side of the building, then one additional monument sign per delivery point shall allowed to be located on the property in the side or rear yard; no such sign shall exceed 32 square feet in area nor five feet in height. No sign allowed by this paragraph shall be oriented in such a manner as to be viewable from public right-of-way, i.e., the sign must be oriented away from the traveling public and only toward the lane or driveway serving the drive-thru window.

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(b) Miscellaneous Building Signs.

Miscellaneous building signs (as defined in this Article) not otherwise prohibited under Sec. 8-11, are allowed on properties occupied by nonresidential uses in addition to the principal building signs allowed under Sec. 8-17, as follows:

(1) General Miscellaneous Building Signs.

Miscellaneous building signs are allowed, provided that such signs shall be placed only on a tenant space façade fronting on a dedicated public street. Such signs are limited as follows:

- (2) For single-occupant buildings, the maximum aggregate area for all miscellaneous building signs on a façade shall be 2 square feet of sign face area per linear foot of the length of the tenant frontage (as defined in this Article) on which the signs are affixed,

Sec. 8-19. - Miscellaneous Signage.

or 10% of the area of the façade, whichever is greater. No single such sign shall be larger than 6 square feet in sign face area.

- a. For planned centers, the maximum aggregate area for all miscellaneous building signs for each tenant space shall be 2 square feet of sign face area per linear foot of the tenant frontage (as defined in this Article), or 10% of the area of the tenant's façade, whichever is greater. No single such sign shall be larger than 6 square feet in sign face area.
- b. Such miscellaneous building signs placed in a window or on a glass door may not result in the obstruction of more than 50% of the window or glass door area in combination with all other signs in the window, including incidental signs otherwise allowed under Sec. 8-16.

(3) Subtenant Signs.

- a. Each business that occupies space within a principal business as a subtenant is allowed one wall sign in addition to the principal building sign allowed for the principal business under Sec. 8-17. Each subtenant wall sign shall not exceed 32 square feet in sign face area, nor shall the total for all such subtenant signs collectively exceed the sign face area allowed for the principal business.

The following are illustrative examples of subtenant wall signs:



(4) Convenience Stores and Service Stations with Pump Islands.

Additional signage is permitted as follows:

- a. One sign per freestanding or building canopy face per public street frontage with a maximum of 32 square feet each is allowed. The canopy sign shall not extend above or below the edge of the canopy. The canopy sign and optional trim band can be internally illuminated with a light source that is concealed or contained within the sign and becomes visible in darkness through a translucent surface. The lighting shall be limited to the canopy signage and illuminated trim band(optional). Canopy lighting shall be directed downward and shall not be directed toward, nor shine directly upon, any adjoining property, street or street traffic.

Sec. 8-20. - Project Entrance Signs.

- b. Spreader bars (signs located under canopy over pump islands) shall be limited to no more than two signs per spreader bar, not to exceed four square feet per sign. However, total square footage for all spreader bars shall not exceed 24 square feet.
- c. An on-site separate drive-through car wash building shall be allowed one permanent wall sign, not to exceed 8 square feet.

(5) Service Entrance Signs.

For any tenant space that has a service entrance at the rear or side of the building, at least one service entrance sign is required.

- a. Service entrance signs shall be located directly on or adjacent to the service entrance door.
- b. The combined area of signs at a single service entrance shall not exceed 6 square feet and must be clearly legible for public safety personnel.

(6) Flags.

Flags are allowed in all zoning districts without issuance of a sign permit under the following conditions. Any flag not meeting any one or more of these conditions shall be considered a banner sign and shall be subject to regulation as such.

- a. Such flag does not exceed 40 square feet in area and shall be flown from either a vertical flagpole or a mast arm flagpole. The top of a vertical flagpole shall not be more than 20 feet in height. Mast arm flagpoles shall not exceed 10 feet in length.
- b. There shall be no more than three vertical flagpoles per lot and no more than 4 flags may be flown from per lot. The hoist side of a flag being displayed on a vertical flagpole cannot exceed 20% of the height of the flagpole.
- c. There shall be no more than two mast arm flagpoles to a building or per principal living space or per business. Mast arm flagpoles must be securely attached to a structure. Mast arm flagpoles cannot extend into the public right-of-way, or impede any sidewalks or foot traffic areas. No more than one flag shall be flown on a mast arm flagpole and the hoist side of the flag shall not exceed 40% of the length of the pole.
- d. Flags must be connected to a pole on the hoist side and the flag cannot be extended or supported by artificial means or mechanical devices in a manner that would extend the flag perpendicular to the flag pole or mimic the effect that wind or some other natural means is extending the flag.

Sec. 8-20. - Project Entrance Signs.

- (a) Applicability.

Sec. 8-20. - Project Entrance Signs.

This Section applies to all project entrance signs, as defined in this Article, that are located at the designated entrances to a residential subdivision, a multi-family development, or a nonresidential subdivision (such as an office park or industrial park).

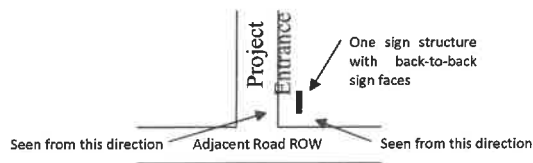
(b) Sign Structure.

All project entrance sign faces shall be mounted on a monument sign structure or a decorative wall, either of which must be faced with brick or stone.

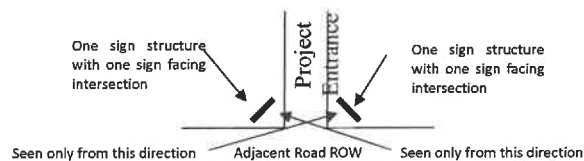
(c) Project Entrance Sign Installations.

(1) Designs for project entrance signs are classified as two types:

- a. Single Sign Installation: A project entrance sign designed as a single sign structure with two back-to-back faces, oriented to be seen from both directions on the road adjacent to the development.



- b. Dual Sign Installation: A project entrance sign designed as two separate sign structures, each with a single sign face individually oriented toward the intersection so as to be viewed from only one direction on the road adjacent to the development, and each located on opposite sides of the project entrance.



- (2) All project entrance signs must be placed in an acceptable easement authorized exclusively for signage, not within the right-of-way of a public street, including within the center island of a divided entrance street. However, no project entrance sign may be placed closer than 5 feet to the right-of-way.

(d) Entrances to Subdivisions.

- (1) A subdivision may have a single or a dual project entrance sign installation at any entrance into the subdivision from an adjoining street outside the subdivision.

Sec. 8-20. - Project Entrance Signs.

- (2) If a dual sign installation is planned, one project entrance sign may be placed on each corner lot flanking the entrance.

(e) Entrances to Un-Subdivided Developments.

In addition to any principal freestanding signage allowed on a lot, if any, a multi-family development or a residential or nonresidential condominium project may contain project entrance signs as follows: a single or a dual project entrance sign installation is allowed at any entrance into the development from an adjoining street outside the development, in accordance with the provisions for such signs on [Table 8-C](#).

(f) Illumination.

- (1) Any project entrance sign may be lighted by external illumination. If floodlights or other incandescent bulbs are used, they may not be directed onto the street or toward vehicular traffic. If neon tubes are used, they must be shielded from view.
- (2) Internal illumination and variable message signs may be used for office park or industrial park subdivisions only.

Table 8-C: Project Entrance Signs—By Land Use

	Residential Use		Nonresidential Use
	Single-Family Subdivision ¹¹	Multi-Family Development ¹²	Office or Industrial Park (subdivision)
Project Entrance Signs			
Max. number of Project Entrance Signs per development	1 single or dual sign installation at each entrance into the subdivision	1 single or a dual sign installation at each entrance into the development	1 single or a dual sign installation at each entrance into the subdivision
Max. number per project entrance	2 signs in a dual sign configuration at each entrance	2 signs in a dual sign configuration at each entrance	2 signs in a dual sign configuration at each entrance
Max. sign face area ¹³	32 sq. ft. each	32 sq. ft. each	32 sq. ft. each
Max. sign height	6 ft.	6 ft.	6 ft.
Sign Characteristics			
Animated	Not allowed	Not allowed	Not allowed
Changeable copy: Manual	Not allowed	Not allowed	Not allowed
Changeable copy: Multiple Message	Not allowed	Not allowed	Not allowed

¹¹ Includes one-family dwellings, townhouses and manufactured homes on individual lots.

¹² Includes all residential developments occupying a single property in common, such as apartments, condominiums, manufactured home parks, and nursing homes.

¹³ If two signs are planned, signs shall be symmetrical in size and shape and shall not exceed 32 square feet each.

Sec. 8-22. - Master Sign Plans.

Table 8-C: Project Entrance Signs—By Land Use

	Residential Use		Nonresidential Use
	Single-Family Subdivision ¹¹	Multi-Family Development ¹²	Office or Industrial Park (subdivision)
Changeable copy: Variable Message	Not allowed	Not allowed	Allowed
Illumination, external	Allowed	Allowed	Allowed
Illumination, internal	Not allowed	Not allowed	Not Allowed
Illumination by exposed bulbs or neon tubes	Not allowed	Not allowed	Not allowed

Sec. 8-21. - Special Exception for Highway Signs.

- (a) Lots which are zoned CCS, CGN, CHV or PDC and which have at least 400 feet of frontage on a Federal Interstate Highway may be approved for a highway sign as a special exception under the provisions and procedures for special exceptions in the Procedures and Permits Article.
- (b) Such highway signs shall be limited to one freestanding sign on the property with a maximum area of 400 square feet. The height of the highway sign shall not exceed 65 feet. The maximum setback from any Federal Interstate Highway is 150 feet. The minimum setback from any Federal Interstate Highway is 60 feet. The minimum setback from any other public street right-of-way or property line is 40 feet.
- (c) Changeable Copy Signs.
 - (1) Highway signs that are multiple message signs or variable message signs must comply with all requirements of Sec. 8-5(b) and Sec. 8-5(c), respectively, in addition to any less restrictive requirements of the Georgia Outdoor Advertising Law (O.C.G.A. § 32-6-52 et seq.) or the Georgia Department of Transportation.
 - (2) A multiple message or variable message sign may be erected as two back to back sign faces, provided that both sign faces shall be part of the same sign structure and are not more than 24 inches apart, measured from any point on the sign faces; and the angle of separation between the faces does not exceed 10 degrees. No sign faces shall be stacked one on top of the other or placed side by side.
- (d) No animated sign shall be approved as a special exception for a highway sign.

Sec. 8-22. - Master Sign Plans.

Master Sign Plans may be submitted by a property owner or their authorized representative for pre-approval of permits for permanent signs. The Master Sign Plan must comply with the requirements of this Section.

Sec. 8-22. - Master Sign Plans.

- (a) Master Sign Plans shall illustrate all proposed permanent signs for which sign permits will be required under Sec. 8-7 in sufficient detail so as to provide knowledgeable review and design specificity. Master Sign Plans shall show, describe or illustrate all signs proposed to be located on a lot or within a development (and the buildings and structures related thereto).
- (b) For a planned center (as defined herein), the entire development must be included in the Master Sign Plan.
- (c) Master Sign Plans must include:
 - (1) Location.

An accurate drawing to scale showing the position of the sign or signs in relation to nearby buildings or structures (including other signs), driveways, parking areas, property and right-of-way lines, and any other limiting site features. The drawing must be drawn to "site plan" standards consistent with the Procedures and Permits Article, and must show or note (as applicable):

 - a. The location and size of all other signs on the parcel that are proposed to remain;
 - b. For freestanding signs, the distance in feet to the nearest property line or street right-of-way line, and to the nearest existing freestanding sign proposed to remain; and
 - c. The distance in feet from the location of the nearest proposed freestanding sign(s) to the closest residentially zoned property within 500 feet.
 - (2) Sign Structure Specifications.
 - a. An accurate drawing to scale of the plans, specifications and method of construction and attachment of the sign or signs to the building or ground. The drawing shall specifically include the size of the sign structure(s) and sign face area(s), height of the sign(s), and construction materials to be used.
 - b. For any sign for which a building permit is required, the drawing shall be an engineered structural drawing designed to all Building Code requirements.
 - (3) Design.
 - a. The Master Sign Plan shall include such drawings and specifications as may be required by the Planning and Zoning Director to clearly illustrate the design elements of the sign or signs, including the construction materials, size, letter style and color of all elements of the sign(s), including the sign structure, the sign face, and background surfaces.
 - b. The plan shall also show landscaping details meeting the requirements of this Article, including the extent of the designated landscaping area, the location of specific landscape materials, and the botanical and common name of plants by location on the plan.
- (d) Approval.

Sec. 8-23. - Issuance of Permits for Permanent Signs.

- (1) A Master Sign Plan depicting signs that conform to all requirements of this Article may be approved administratively by the Planning and Zoning Director.
 - (2) A Master Sign Plan depicting signs that exceed or modify one or more requirements of this Article must be approved by the Planning Commission.
 - a. Following review of a complete application by the Planning and Zoning Department, the plan will be placed on the agenda of the next available Planning Commission meeting.
 - b. If approval is denied by the Planning Commission, the applicant may appeal within 30 calendar days of the denial to the Zoning Board of Appeals in accordance with the provisions for a hardship variance under the Appeals Article of this Zoning Ordinance.
 - (3) Upon approval, the Master Sign Plan shall supersede any conflicting restrictions and regulations of this Article for the property to which it pertains and shall not be adversely affected by any subsequent amendments to this Ordinance.
- (e) Recordation of approved Master Sign Plan.
- (1) The Master Sign Plan as approved must be recorded by the owner in the office of the Clerk of Superior Court and a copy of the approved Master Sign Plan, as recorded, must be filed with the Planning and Zoning Director and the Building Official prior to issuance of a sign permit for any part of the development or premises.
 - (2) The recorded Master Sign Plan must be included in any sale, lease or other transfer of right of occupancy affecting any part of the development or premises to which the Master Sign Plan applies.
 - (3) All tenants of the property or development, whether an owner, lessee, subtenant, purchaser or other occupant, must comply with the approved Master Sign Plan.

Sec. 8-23. - Issuance of Permits for Permanent Signs.

- (a) Sign Permits for Permanent Signs; When Required.
- (1) The Building Official is authorized to issue a sign permit for any permanent sign, whether for the construction, creation or installation of a new sign or for modification of an existing sign, provided all requirements of this Article are met.
 - a. One application and sign permit may include multiple signs on the same zoned lot.
 - b. Any sign that has been approved within a Master Sign Plan must conform to the provisions, design requirements and restrictions of the Master Sign Plan in order to be issued a sign permit.
 - (2) Except for signs that are exempt from the requirements of this Article or are exempt from permitting under Sec. 8-23(b), below, a sign permit must be issued by the Building Official before a permanent sign may be:

Sec. 8-24. - Issuance of Permits for Temporary Signs.

- a. Erected or relocated;
 - b. Attached to, suspended from, or supported on a building or structure; or
 - c. Altered, enlarged, or materially improved or modified (including the addition of or replacement of any part of a sign face with an electronic changeable copy sign).
- (3) Any sign using electrical wiring and connection shall require an electrical permit. Certain signs may also require the issuance of a building permit under the city's Building Code.
- (4) A sign permit, as well as any needed electrical or building permit, must be issued prior to the construction or placement of the sign.
- (b) Permanent Signs Exempt from Permitting.
- (1) The following signs may be erected or placed without securing a sign permit, provided that each is located and maintained in accordance with the provisions of this Article and all other applicable codes and regulations.
- (2) Exemption from the requirement for a sign permit does not exempt any sign from requirements to obtain an electrical or building permit if applicable under those respective codes.
- (3) The exemptions are:
- a. Any sign listed on ~~Table 8-A~~[Table 8-A](#) under Sec. 8-16 as being allowed without issuance of a sign permit (indicated by a "P" on the table).
 - b. Miscellaneous freestanding signs allowed under this Article that are 4 square feet in area or smaller, unless such signs require issuance of a building or electrical permit.
 - c. Miscellaneous building signs allowed under this Article, unless such signs require issuance of a building or electrical permit.
 - d. Flags meeting the standards of this Article do not require a sign permit for the flag. Flags mounted on a flagpole may require a building permit for the permanent flagpole itself.
 - e. Any sign exempt from regulation under the provisions of Sec. 8-10.

Sec. 8-24. - Issuance of Permits for Temporary Signs.

(a) Temporary Sign Permits; When Required.

- (1) The Building Official is authorized to issue a sign permit for any temporary sign provided all requirements of this Article are met. A temporary sign permit must be issued by the Building Official for those signs so indicated under Sec. 8-12(f) before a temporary sign may be placed on a property, except for temporary signs that are exempt from permitting under Sec. 8-24(b), below.

Sec. 8-25. - Application for a Permanent or Temporary Sign Permit.

- (2) Pre-permanent principal business signs. The Building Official is authorized to issue a temporary sign permit for a sign for a new business while awaiting delivery and installation of the permanent principal sign on the property, under the following provisions:
 - a. The sign permit cannot be issued prior to the issuance of a Certificate of Occupancy for the new business' premises, and shall become null and void upon the installation of the permanent signage for the business or 6 months from the date of issuance of the Certificate of Occupancy, whichever occurs first.
 - b. Except for permanent sign construction and materials requirements, the pre-permanent sign must conform to all other requirements applicable to a principal sign, such as number, placement, size and height.
- (3) Any temporary sign allowed to use electrical wiring and connection shall require a sign permit and an electrical permit, both of which must be issued simultaneously.

(b) Temporary Signs Exempt from Permitting.

The following types of temporary signs, as described in Sec. 8-12, may be erected or placed without securing a temporary sign permit or payment of a fee, provided that each is located and maintained in accordance with the provisions of this Article:

- (1) Temporary signs allowed during the offering for sale or lease of a building or premises are exempt from permitting.
- (2) Temporary signs allowed during an election, political campaign, referendum or ballot proposition put to the voters as part of city, county, state or federal governance are exempt from permitting.
- (3) Except for banners and special business promotion signs, all other temporary signs less than 16 square feet in area are exempt from permitting.

Sec. 8-25. - Application for a Permanent or Temporary Sign Permit.

- (a) An application for a sign permit (and accompanying building or electrical permit, if required) shall be made using the forms provided by the Building Official, shall be filled in with all information required, and shall be submitted in the number of copies as required. Incomplete applications will be returned to the applicant within 5 days without further review as though no application had been received.
- (b) An application for a sign permit for a permanent or temporary sign must include the following:
 - (1) The type and description of the sign.
 - (2) The street address of the property upon which the sign is to be located and the proposed location of such sign on such property. In the absence of a street address, a method of location acceptable to the Building Official shall be used. The location of the sign must be shown on a survey prepared by a licensed surveyor.

Sec. 8-25. - Application for a Permanent or Temporary Sign Permit.

- (3) The name and address of the owner of the real property upon which the sign is to be located.
 - (4) Written consent of the owner or his agent of the real property upon which the sign is to be located granting permission for the placement or maintenance of such sign.
 - (5) Name, address, phone number and business license number of the sign contractor, if applicable; otherwise, the name, address and phone number of the person responsible for placement of the sign.
 - (6) If applicable, a copy of a "determination of no hazard to air navigation" approved by the Federal Aviation Administration (FAA).
- (c) Sign permit applications for a permanent sign shall be accompanied by a dimensioned scale drawing of each proposed sign: a site plan and elevation for freestanding signs, or a drawing of the facade of the building showing proposed placement of each building sign. The drawing must include:
- (1) The square foot area of each sign face and the height of the sign structure.
 - (2) Pertinent information such as wind pressure requirements and display materials in accordance with the city's Building Code; and
 - (3) Any other information that the Building Official may require to ensure compliance with this Article or in the exercise of sound discretion in acting upon the application.
- (d) Any person performing new electrical work relating to signs must apply for an electrical permit and hold a valid electrician's trade license issued by the State of Georgia to perform such work. If the electrical wiring exists from a previous sign and no new electrical wiring is necessary for illumination, the sign company may connect the electrical service after inspection and concurrence by the Building Official.
- (e) Use of Foreign Languages.
- (1) For any sign for which a sign permit is required that uses words in a language other than English, the English translation of the sign shall be provided on the sign permit application. Business names must be included on the sign in English as well as street numbers using Arabic numerals.
 - (2) Nothing in this Section shall be construed to prohibit the use of foreign words or characters as long as they do not contain obscene language or advertise an illegal activity.
- (f) Sign Permit Fees.
- (1) Fees for all types of sign permits shall be as set forth in the city's adopted schedule of fees.
 - (2) The sign permit fee shall be required of all signs requiring issuance of a sign permit under Sec. 8-23 or Sec. 8-24. A separate fee shall be charged for any required building or electrical permit. The exemption from sign fees does not waive compliance with the

Sec. 8-26. - Process for Sign Permit Approval.

sign provisions of this Article including, but not limited to, all size, height and location restrictions.

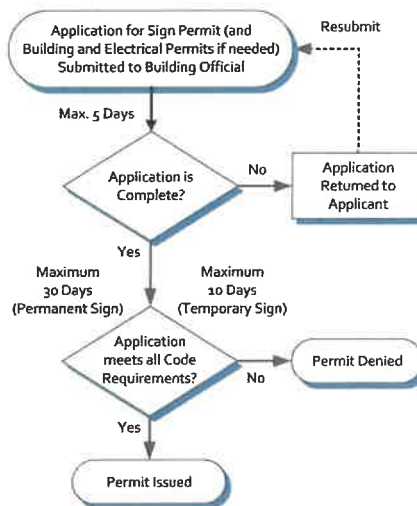
- (3) If a permit is not obtained prior to installation, each applicable permit is subject to a surcharge of twice the normal fee.

Sec. 8-26. - Process for Sign Permit Approval.

Upon acceptance of a complete and proper application, the following procedure will be followed for issuance of a sign permit.

- (a) If the plans, specifications and intended use of the proposed sign or part thereof conform in all respects to the applicable provisions of this Article and the Building Code and Electrical Code, as applicable, a sign permit shall be issued.
- (b) Review time period.
- (1) The application will be reviewed and a sign permit will be issued or denied within the following time periods:
- a. For a permanent sign: 30 days.
- b. For a temporary sign: 10 days.
- (2) If no decision is made by the Building Official within the applicable time period, then the permit shall be deemed to be denied.
- (c) If after review and investigation by the Building Official, it is determined that the application fails to meet the applicable provisions of this Article or the building or electrical codes, the permit shall be denied, and the Building Official shall notify the applicant in writing of the denial and reasons for denial.
- (d) Inspection.
- (1) The Building Official shall cause an inspection of a new permanent sign or for modification of an existing permanent sign in the sixth month after the issuance of the sign permit or at such earlier date as the owner may request.
- (2) As a result of the inspection:

Sign Permitting Process



Sec. 8-28. - Variances.

- a. If the construction is complete and in full compliance with this Article and with the building and electrical codes, the Building Official shall validate the previously issued building permit identifying the sign(s).
 - b. If the construction is not substantially complete at the time of inspection, the permit shall lapse and become void.
 - c. If the construction is substantially complete but not in full compliance with this Article and applicable codes, the Building Official shall give the owner or applicant notice of the deficiencies and shall allow an additional 30 days from the date of inspection for the deficiencies to be corrected.
 - d. If the deficiencies are not corrected by such date, the building permit shall lapse. If the construction is then complete, the Building Official shall validate the building permit as described above.
- (3) Failure to inspect the sign by the sixth month after issuance of the sign permit shall not validate the sign permit nor affect its status. In accordance with the city's other Codes, an electrical or building permit lapses automatically after 6 months unless renewed for an additional 6 months.

Sec. 8-27. - Appeals from Decision of Building Official.

- (a) It is the intention of this Article that all questions arising in conjunction with the administration, interpretation, and enforcement of this Article shall be initially determined by the Building Official. All decisions by the Building Official to deny an application for a sign permit shall be in writing and forwarded to the applicant within 30 days of the receipt of a completed application by the city.
- (b) Any decision by the Building Official to deny a sign permit application may be appealed to the Board of Zoning Appeals provided that a written notice of appeal is received by the Planning and Zoning Director within 10 days of the applicant's receipt of the Building Official's decision.
- (c) Once a notice of appeal is received, the matter shall be placed on the agenda of the next regular meeting of the Board of Zoning Appeals; provided, however, that the Board of Zoning Appeals shall decide the appeal within 30 days of the receipt of the written notice of appeal from the applicant or at its next meeting for which adequate notice may be given. The decision of the Board of Zoning Appeals shall be in writing, and shall be final.
- (d) Any person aggrieved by the decision of the Board of Zoning Appeals shall have the right to appeal in accordance with Title 5 of the Official Code of Georgia Annotated ~~of certiorari to the Superior Court~~ within 30 days after the written decision of the Board is received by the applicant.

Sec. 8-28. - Variances.

- (a) Variances from the provisions of this Article shall be applied for in accordance with the provisions regarding variances in this Zoning Ordinance of the city of Newnan.

Sec. 8-28. - Variances.

(b) Standards for Approval of a Variance for Signs.

In lieu of the standards for granting or denying variances set forth in the Appeals Article of this Ordinance, the following standards shall be applicable with respect to the granting or denial of variances under this Article. Variances from the provisions of this Article shall be limited to the following hardship situations:

- (1) Where the proximity of existing signs on adjoining lots causes the subject property to be ineligible, due to spacing requirements, for a sign of the type sought; or
- (2) Where visibility of a conforming sign from the public street and within 50 feet of the proposed sign would be substantially impaired by existing trees, plants, natural features, signs, buildings or structures on a different lot; and
 - a. Placement of the sign elsewhere on the lot would not remedy the visual obstruction; and
 - b. Such visibility obstruction was not created by the owner of the subject property; and
 - c. The variance proposed would not create a safety hazard to traffic.

- (c) Variances shall be limited to the minimum relief necessary to overcome the hardship. No variance shall be granted to allow a greater number of signs, or greater size of sign, than would be allowed if the hardship did not exist or allow a type of sign which otherwise is not allowed in the zoning district involved.

Sec. 8-29. Noncommercial message permitted on all signs.

Any sign otherwise permitted by this Article may contain a noncommercial message in lieu of, or in addition to, a commercial message, provided that such sign complies with the size, height, area and other requirements applicable to such sign.

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Proposed changes to Article 13, Section 13-6 – Definitions (S)

SIGN. Any device, fixture, placard, object, design, display or structure that uses any color, form, graphic, illumination, symbol, or writing to attract the attention of or to communicate information of any kind to the public.

SIGN, FREESTANDING – Any sign attached to or an integral part of a completely self-supporting structure or supports that are placed in, or anchored in, the ground and that are independent from any building or other structure. The term “freestanding sign” includes but is not limited to the following:

POLE SIGN – A sign that is mounted on one or more freestanding stanchions or columns such that the sign body is elevated above the ground by such supporting stanchions or columns, and at least one such supporting stanchion or column is less than 20% of the width of the sign body.

COLUMN SIGN – A sign that is mounted on one or more freestanding stanchions or columns such that the sign body is elevated above the ground by such supporting stanchions or columns, and such supporting stanchions or columns are each 20% of the width of the sign body or more.

MONUMENT SIGN – A freestanding sign in which the entire bottom of the sign body or the base of the sign structure is in contact with the ground along its entire length, and the base and any supporting columns are together as wide as or wider than the total width of the sign body.

See the Sign Regulations Article for additional specific sign definitions.

**ORDINANCE TO AMEND THE ZONING ORDINANCE
OF THE CITY OF NEWNAN, GEORGIA BY ADOPTING TEXT AMENDMENTS
TO ARTICLE 2, USE OF LAND AND STRUCTURES, ARTICLE 13,
DEFINITIONS AND ARTICLE 8, SIGN REGULATIONS, BY AMENDING
CERTAIN SECTIONS, IN THEIR ENTIRETY AND ADOPTING CERTAIN NEW
SECTIONS; AND FOR OTHER PURPOSES**

WHEREAS, the City of Newnan's current Sign Ordinance, as codified in Article 8 of the Zoning Ordinance of the City of Newnan, Georgia, was adopted on September 12, 2017, and was last revised on August 24, 2021; and

WHEREAS, the City faced a legal challenge with respect to certain provisions of its existing Sign Ordinance; and

WHEREAS, numerous court decisions have further defined the reach of Constitutional protections provided for sign applicants since the City's Sign Ordinance as last revised and adopted; and

WHEREAS, the City Council found it necessary to review the City's Sign Ordinance and make a determination as to necessary changes to confirm with those decisions; and

WHEREAS, the Planning Commission at the request of the City Council, has discussed the desirability of text amendments to Article 2, Use of Land and Structures, Article 13, Definitions and Article 8, Sign Regulations, of the City's Zoning Ordinance to amend and clarify the regulations of signs within the City and for editorial purposes and conducted a public hearing thereon; and

WHEREAS, in accordance with the requirements of the City's Zoning Ordinance, the Planning Commission of the City of Newnan has forwarded its recommendation to the City Council with regard to such text amendments; and

WHEREAS, pursuant to said requirements of the City's Zoning Ordinance, the City Council has conducted a properly advertised public hearing on the rezoning application not less than 15 days nor more than 45 days from the date of publication of notice, which public hearing was held on the 23rd day of April, 2024; and

WHEREAS, after the above referenced public hearing, the City Council has determined that it would be in the best interest of the residents, property owners and citizens of the City of Newnan, Georgia to amend Article 2, Use of Land and Structures, Article 13, Definitions and Article 8, Sign Regulations, of the Zoning Ordinance of the City of Newnan to amend and clarify the regulations of signs within the City and for editorial purposes.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Newnan, Georgia, and it is hereby ordained by the authority of same that the following amendments and additions to Article 2, Use of Land and Structures,

Article 13, Definitions and Article 8, Sign Regulations, of the City's Zoning Ordinance be and are hereby adopted to read as follows:

SECTION I: Sec. 2-24, Interpretation of Uses, is hereby amended to add a new subparagraph (c) to read as follows:

(c) Signs-maximum height and size

(1) Except as permitted in Article 8, no freestanding or monument sign shall be erected within the City that exceeds the size of 50 square feet on any lot, regardless of whether such lot is zoned or unzoned under the City's Zoning Ordinance and Zoning Map.

(2) Except as permitted in Article 8, no freestanding or monument sign shall be erected within the City that exceeds five feet in height on any lot, regardless of whether such lot is zoned or unzoned under the City's Zoning Ordinance and Zoning Map.

SECTION II: Sec. 13-6, Definitions, is hereby amended by deleting the definition for "Sign" and adopting a new definition for "Sign" to read as follows:

SIGN. Any device, fixture, placard, object, design, display or structure that uses any color, form, graphic, illumination, symbol, or writing to attract the attention of or to communicate information of any kind to the public.

SIGN, FREESTANDING – Any sign attached to or an integral part of a completely self-supporting structure or supports that are placed in, or anchored in, the ground and that are independent from any building or other structure. The term "freestanding sign" includes but is not limited to the following:

POLE SIGN – A sign that is mounted on one or more freestanding stanchions or columns such that the sign body is elevated above the ground by such supporting stanchions or columns, and at least one such supporting stanchion or column is less than 20% of the width of the sign body.

COLUMN SIGN – A sign that is mounted on one or more freestanding stanchions or columns such that the sign body is elevated above the ground by such supporting stanchions or columns, and such supporting stanchions or columns are each 20% of the width of the sign body or more.

MONUMENT SIGN – A freestanding sign in which the entire bottom of the sign body or the base of the sign structure is in contact with the ground along its entire length, and the base and any supporting columns are together as wide as or wider than the total width of the sign body.

See the Sign Regulations Article for additional specific sign definitions.

SECTION III: The following Sections of Article 8, Sign Regulations of the City's Zoning Ordinance be and are hereby amended to read as follows:

- A. Sec. 8-1 (c)(3) is hereby amended to read as follows:
3. Recognizing the need for certain types of signs which facilitate the safe and orderly movement of traffic, this Article provides for the regulation of incidental address identification and other identification signs.
- B. Sec. 8-2 (b)(2) is hereby amended to read as follows:
- (b)(2) To allow certain signs that are small and unobtrusive, subject to the substantive requirements of this Article and without regard to content of such signs, but without a requirement for permits;
- C. Sec. 8-2 (b)(6) is hereby amended to add the word and at the end of the sentence.
- D. Sec. 8-2 (b)(7) is hereby deleted in its entirety and Sec. 8-2 (b) (8) hereby renumbered as Sec. 8-2 (b) 7.
- E. Sec. 8-3 (6) heading is hereby amended by amending to read :
COMMERCIAL SPEECH or COMMERCIAL MESSAGE.
- F. Sec. 8-6 (a) is hereby amended to read as follows:
- (a) Signs shall be allowed on private property in the city in accordance with Sec. 8-16 of this Article. If the letter “P” appears for a sign type in a column, such sign is allowed without prior permit approval in the zoning districts represented by that column. If the letter “S” appears for a sign type in a column, such sign is allowed only with prior permit approval in the zoning districts represented by that column. Special conditions may apply in some cases. If the letter “N” appears for a sign type in a column, such a sign is not allowed in the zoning districts represented by that column under any circumstances.
- G. Sec. 8-10
- (i) A new subparagraph (b) is added to read as follows:
- (b) Any sign exempt from regulation by a valid and applicable federal or state law including, without limitation, O.C.G.A. §16-7-58.
- (ii) the existing subparagraph b) of Sec. 8-10 is hereby renumbered as Subparagraph (c) and the remaining subparagraphs are likewise renumbered (d), (e), (f), and (g).
- H. Sec. 8-11 (f) is hereby deleted in its entirety and the remaining paragraphs are renumbered as is appropriate.

- I. Sec. 8-12 (c)(4) is hereby amended to read as follows:
- (c)(4) Election, political campaign, or political message.
- J. Sec. 8-13 (c) is hereby amended to read as follows:
- (c) To fail to remove any sign that is installed, created, or erected in violation of this Article or not otherwise exempt from regulation by this Article, or for which the sign permit for such sign has lapsed; or
- K. Sec. 8-18 beginning paragraph is hereby amended to read as follows:
- Except where stated elsewhere in this Article, the following shall apply to all signs in the zoning districts indicated, or, if the property or lot is not zoned under the City's Zoning Ordinance and Map.
- L. Sec. 8-18 (a)(1) is hereby amended by adding a new subparagraph (d) to read as follows:
- (d) Fifty square feet on any lot which does not have a zoning classification under the City's Zoning Ordinance and Map, including, but not limited to, any property owned or operated by any utility or railroad.
- M. Sec. 8-18(b)(1) is hereby amended to add a new subparagraph (c) to read as follows:
- (c) Six feet on any lot which does not have a zoning classification under the City's Zoning Ordinance and Map, including but not limited to, any property owned or operated by any utility or railroad.
- N. Sec. 8-19 (a) is hereby amended to add a new subparagraph (4) to read as follows:
- (4) Drive-thru lanes. In addition to any other monument or freestanding signs authorized by this Article, if such property contains a business premise where materials are delivered or services offered at a drive-thru delivery point other than on the front side of the building, then one additional monument or free standing sign per delivery point shall be allowed to be located on the property in the side or rear yard; no such sign shall exceed 32 square feet in area nor five feet in height. No sign allowed by this paragraph shall be oriented in such a manner as to be viewable from public right-of-way, i.e., the sign must be oriented away from the traveling public and only toward the lane or driveway serving the drive-thru window.

O. Sec. 8-25 (b)(2) is hereby amended by adding a new sentence to the end of Subparagraph (2) such that the Subparagraph shall read as follows:

(b)(2) The street address of the property upon which the sign is to be located and the proposed location of such sign on such property. In the absence of a street address, a method of location acceptable to the Building Official shall be used. The location of the sign must be shown on a survey prepared by a licensed surveyor.

P. Sec. 8-27 (d) is hereby amended to read as follows:

(d) Any person aggrieved by the decision of the Board of Zoning Appeals shall have the right to appeal in accordance with Title 5 of the Official Code of Georgia Annotated within 30 days after the written decision of the Board is received by the applicant.

Q. A new Sec. 8-29 is hereby added to read as follows:

Sec. 8-29 Noncommercial message permitted on all signs.

Any sign otherwise permitted by this Article may contain a noncommercial message in lieu of, or in addition to, a commercial message, provided that such sign complies with the size, height, area and other requirements applicable to such sign.

SECTION IV: All ordinances or parts of ordinances in conflict or inconsistent with this Ordinance hereby are repealed.

SECTION V: This Ordinance shall be effective upon adoption.

DONE, RATIFIED and PASSED by the City Council of the City of Newnan, Georgia, this the _____ day of _____, 2024, in regular session assembled.

ATTEST:

L. Keith Brady, Mayor

Megan Shea, City Clerk

Paul Guillaume, Mayor Pro-Tem

REVIEWED AS TO FORM:

C. Bradford Sears, Jr., City Attorney

Cynthia E. Jenkins, Councilmember

Cleatus Phillips, City Manager

Rhodes H. Shell, Councilmember

Raymond F. DuBose, Councilmember

Dustin Koritko, Councilmember

James J. Thomasson, III,
Councilmember

With RACE for the Orphans fast approaching we wanted to touch base with you regarding the closing of parking spaces. We were talking with Lt. Yearta with Newnan Police about this and he said this is something that needed to be approved by the City. Specifically, we are asking if the parking spots on Brown Street between West Washington and Wesley could be closed starting on Friday late afternoon. This would include the street parking between Wesley and Madison. With the streets not being closed until Saturday morning we've had some serious challenges with cars still being parked along that way the morning of the race (presumably left over from folks who were having fun the night before in downtown). This creates some major flow issues with the runners at the start of the race. I know for other events we have noticed signs that tell people that they need to have their cars removed by a certain time or risk being towed. Is that something we could do on Friday afternoon for those parking spaces? This would be a tremendous help to ensuring a smooth experience for the 1,000+ runners/walkers on Saturday morning.

Many Thanks,

Kelly Preston
Director
RACE for the Orphans, Inc.
770-310-8222
<https://link.edgepilot.com/s/05e21a5c/lvKmk2nWXkOmM7Z5rGITwg?u=http://www.racefortheorphans.org/>

Motion to Enter into Executive Session

I move that we now enter into closed session as allowed by O.C.G.A. §50-14-4 and pursuant to advice by the City Attorney, for the purpose of discussing

And that we, in open session, adopt a resolution authorizing and directing the Mayor or presiding officer to execute an affidavit in compliance with O.C.G.A. §50-14-4, and that this body ratify the actions of the Council taken in closed session and confirm that the subject matters of the closed session were within exceptions permitted by the open meetings law.

Motion to Adopt Resolution after Adjourning Back into Regular Session

I move that we adopt the resolution authorizing the Mayor to execute the affidavit stating that the subject matter of the closed portion of the council meeting was within the exceptions provided by O.C.G.A. §50-14-4(b).