



CITY COUNCIL OF PEACHTREE CITY
REVISED MEETING AGENDA
MARCH 3, 2022
6:30 p.m.

Peachtree City
Mayor & City Council
 Kim Learnard, Mayor
 Phil Prebor, Post 1
 Mike King, Post 2
 Gretchen Caola, Post 3
 Frank Destadio, Post 4

- I. Call to Order
- II. Pledge of Allegiance
- III. Moment of Silence
- IV. Announcements, Awards, Special Recognition
-None
- V. Public Comment
- VI. Agenda Changes
- VII. Minutes
 - 1. February 17, 2022, Council Meeting Minutes
 - 2. February 17, 2022, Executive Session Minutes
- VIII. Consent Agenda
 - 1. FY-22 Budget Amendment- Donation for Father/ Daughter Dance
 - 2. FY-22 Budget Amendment – Convention and Visitors Bureau
 - 3. L.O.S.T. 2023 Certificates of Distribution
 - 4. Motor Grader Replacement and LeeBoy Brand Name Approval
 - 5. Storage Replacement (Production and Backup)
- IX. Old Agenda Items
- X. New Agenda Items

03-22-01	Master Lease Agreement- Capital Equipment	(Salvatore)
03-22-02	Reclassify Purchasing Agent Position to Purchasing Manager within the Finance Department	(Brown)
- XI. Public Hearings

03-22-03	New Alcohol License – Super Chix – 401 City Circle #1640	(Julio)
03-22-04	New Alcohol License – The Walnut Tavern – 361 Hwy 74 N	(Julio)
03-22-05	Sign Ordinance Update	(Cailloux)
- XII. Council/Staff Topics
- XIII. Executive Session
- XIV. Adjourn

**City Council of Peachtree City
Meeting Minutes
Thursday, February 17, 2022
6:30 p.m.**

The Mayor and Council of Peachtree City met in regular session on Thursday, February 17, 2022. Mayor Kim Learnard called the meeting to order at 6:30 p.m. Others attending: Gretchen Caola, Frank Destadio, Mike King, and Phil Prebor.

Announcements, Awards, Special Recognition

None

Public Comment

Bill Ross stated he believed in God and the Ten Commandments, and that we were "One Nation Under God." He said a recent survey showed 80% of Fayette County did, as well. He said he believed God always answered prayers for wisdom. Council was constantly in need of wisdom, and, therefore, in constant need of prayer.

Agenda Changes

None

Minutes

King moved to approve the February 1, 2022, Council Workshop minutes, February 3, 2022, Council Meeting minutes, and February 5, 2022, Town Hall Meeting minutes. Prebor seconded. Motion carried unanimously.

Consent Agenda

- 1. Purchase Five Zero-Turn Mowers from Fayette Mower**
- 2. 2022 Walmart Local Community Grant**
- 3. Revision of Defined Benefits Pension Plan Document for Police Shift (2184 hrs) Employees**

Destadio moved to approve Consent Agenda items 1-3. Caola seconded. Motion carried unanimously.

Old Agenda items

None

New Agenda items

02-22-06 Citizen request to reinstate prayer at the opening of each meeting

Destadio moved they accept the citizen request to reinstate prayer with the stipulation that it not be a formal prayer, but a moment of silence. Caola seconded.

Destadio stated that he had given this considerable thought and wanted to make some comments to the people who brought this up. He said he had been a devout Catholic all his life. Prior to retiring, he worked for several engineering firms in the Atlanta area, the final one being CH2M Hill, and was the engineer of record for the Fayette County Water Department. In this position, he often attended Fayette County Commission meetings.

Destadio recalled that the Commissioners instituted a prayer at the beginning of their meetings. He thought that was interesting and a progressive move. The first meeting started with a Christian prayer, while the second began with a prayer from a Jewish rabbi. The variety of prayers went on from there, Destadio related, saying they got "strange and different." Some were in different languages; some

were very emotional. He said he began to wonder what they were saying and who they were praying to? His wife asked him if he was sure they were praying to God and not to some kind of Satanic being? Eventually, he said, the County Commissioners stopped the practice.

Yes, he acknowledged, Congress began their sessions with prayer, but both chambers had chaplains who controlled what was said and not said. Council did not have that and had no way to guarantee a prayer's content. Because of his experience and concerns with opening the prayer opportunity to someone without Council's knowledge of what they were going to say, Destadio said he believed the best compromise would be a one-minute moment of silence.

Motion carried 4-1, with Learnard voting in opposition.

Public Hearing

02-22-07 New Alcohol License—Board and Brush—277 N. Highway 74, Suite 204

City Clerk Yasmin Julio explained that Board and Brush opened in 2017. They did not renew their 2022 alcohol license due to a change of ownership. The State instituted a new centralized licensing system that did not allow any new businesses to register for a license towards the end of December, 2021. The new owner was asking now for a license approval. She said they met all requirements.

Was there an applicant who wished to speak? Learnard asked. Julio said the applicant was not required to attend.

Learnard opened the public hearing, asking if anyone wished to speak in favor of the request? Richard Hlozek, the husband of the owner, said they would be serving only to people were attending classes there. People could not just walk in and order a drink; they had to be registered for a class.

No one else wished to speak in favor or in opposition, and the Mayor closed the public hearing.

Caola asked if this was only for the sale of alcohol, or could guests bring their own? No, Julio said, it was for sale only.

Destadio wanted to know what kind of classes they offered? Hlozek said they were craft classes where people had fun while painting decorative wooden signs.

Destadio moved to approve New Agenda item, 02-22-07, New Alcohol License—Board and Brush—277 N. Highway 74, Suite 204. Prebor seconded. Motion carried unanimously.

Council/Staff Topics

None

King moved to adjourn to executive session at 6:41 p.m. to discuss pending or threatened litigation. Prebor seconded. Motion carried unanimously.

King moved to reconvene in regular session at 6:49 p.m. Caola seconded. Motion carried unanimously.

There being no further business, King moved to adjourn the meeting. Prebor seconded. Motion carried unanimously.

The meeting adjourned at 6:49 p.m.

Martha Barksdale, Recording Secretary

Kim Learnard, Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Jonathan N. Rorie, City Manager 

FROM: Quinn Bledsoe, Recreation & Special Events Director QB
Paul J. Salvatore, Financial Services Director PS
Kelly Bush, Assistant Finance Director kb

DATE: February 23, 2022

SUBJECT: Sponsorship Acceptance and FY2022 Budget Amendment
March 3, 2022 *City Council Consent Agenda*

Recommendation:

Approve the budget amendment for the acceptance of two Sponsorships for the Recreation Non-Support Program – Father/Daughter Dance.

Discussion:

Staff received a Presenting Sponsorship from Mahaffey and Linkous Orthodontics in the amount of \$1,000 and a Supporting Sponsorship from Denise Wilhelm Real Estate, Berkshire Hathaway Home Service in the amount of \$400 towards the Father/Daughter Dance.

The attached budget amendment accepts the \$1,400 in sponsorships and budgets for the expense in the recreation non-support programs.

Budget Impact:

The proposed budget amendment will increase both revenues and expenditures in the General Fund.

Attachments
Budget Amendment

NUMBER 22-13

DATE 02/03/2022

NOW, THEREFORE, BE IT RESOLVED that this Council hereby amends the Fiscal Year 2022 Budget Resolution to budget for Sponsorships for the Father Daughter Dance.

Entered

Approved

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Jonathan N. Rorie, City Manager 

FROM: Kym Hughes, Executive Director 

DATE: February 23, 2022

SUBJECT: FY 2022 Budget Amendments –
March 3, 2022 City Council Consent Agenda

Recommendation:

Approve the attached budget amendment to the Convention and Visitors Bureau (CVB) fiscal year 2022 budget which was approved by the CVB Board of Directors on February 16th, 2022.

Discussion:

The increase in Hotel Motel Revenue collections will be used for sales and marketing programs. Specifically, for Printing to update CVB information packet materials for visitors and new residents, for Postage to fulfill information requests, and Advertising in group, meeting and leisure travel publications to attract visitors. Additionally, Dues and Fees and Trade Shows to assist booking meeting and group tour business. Finally, Professional Development for continuing education for the staff and Operating Supplies to purchase items for sales and promotions. These line item increases reflect a slight shift toward pre-pandemic budgeting and recovery from the sizable budget cuts in 2020 and 2021.

Budget Impact:

The attached budget amendment will increase both the revenue and expenditure accounts in the CVB Budget \$125,362.

Attachments: Budget Amendment.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

FROM: Jonathan N. Rorie, City Manager 

DATE: February 28, 2022

SUBJECT: L.O.S.T. 2023-2032 Certificates of Distribution
March 3, 2022, City Council Meeting

Recommendation:

Approve the LOST distribution and authorize the Mayor to execute the L.O.S.T. Certificates of Distribution for calendar years 2023 through 2032.

Discussion

O.C.G.A. § 48-8-89 requires counties and cities to periodically renegotiate the distribution of revenues received from the local option sales tax. Over the course of the last few months, all parties involved have discussed various service delivery strategies and agreed to retain allocations for the LOST proceeds at 48.5% to Fayette County and 51.5% to the qualified municipalities, which includes Peachtree City, Fayetteville, Tyrone, and Brooks. Municipal distributions represent a pro-rata share based upon the 2020 US Census Population data as indicated below.

	2020 Population	Proposed Distribution
Brooks	600	0.4721%
Fayetteville	18,957	14.9145%
Peachtree City	38,244	30.0885%
Tyrone	7,658	6.0249%
Fayette Cnty	53,735	48.5000%

Authorizing the execution of these certificates represent a cooperative effort among all the parties involved in the negotiations to reach an equitable distribution throughout Fayette County.



CERTIFICATE OF DISTRIBUTION

TO: State Revenue Commissioner

Pursuant to an Act of the Georgia General Assembly, effective January 1, 1980, relating to Local Sales & Use Taxes, the governing authorities for the qualifying municipalities and the county located within the special district coterminous with the boundaries of Fayette County hereby certify that the proceeds of the combination city/county local sales and use tax generated in such district shall be distributed by the State Revenue Commissioner as follows:

City of <u>Brooks</u>	shall receive <u>0.4721</u>	%
City of <u>Fayetteville</u>	shall receive <u>14.9145</u>	%
City of <u>Peachtree City</u>	shall receive <u>30.0885</u>	%
City of <u>Tyrone</u>	shall receive <u>6.0249</u>	%
City of _____	shall receive _____	%
City of _____	shall receive _____	%
County of <u>Fayette</u>	shall receive <u>48.5</u>	%

This certificate shall continue in effect until such time as a new certificate shall be executed as provided in said Act.

By executing this schedule, the county and cities, acting through their respective officers, represent that all municipalities lying wholly or partly in the tax jurisdiction have been given an opportunity to show that they are 'qualified municipalities,' as that term is used in the Act, and that all municipalities listed herein as recipients are 'qualified' and so may receive distribution from the proceeds of the tax.

Executed on behalf of the governing authorities of the qualifying municipalities representing not less than a majority of the aggregate population of all qualifying municipalities located within the special district and the governing authority of the county, this _____ day of _____ 20 22.

MAYOR OF THE CITY OF Brooks

MAYOR OF THE CITY OF Fayetteville

MAYOR OF THE CITY OF Peachtree City

MAYOR OF THE CITY OF Tyrone

MAYOR OF THE CITY OF

MAYOR OF THE CITY OF

CHAIRMAN BOARD OF COMMISSIONERS OF

Fayette COUNTY

Through December 31, 2023

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Jonathan N. Rorie, City Manager

FROM: Paul J. Salvatore, Financial Services Director *PS*
Justin Strickland, Assistant City Manager & Public Services Director *JS*
Angela Egan, Purchasing Agent *(are)*
Keith Crowley, Fleet Manager *KC*

DATE: February 22, 2022

SUBJECT: Motor Grader Replacement and LeeBoy Brand Name Approval
March 3, 2022, City Council Consent Agenda

Recommendation:

Approve LeeBoy as a brand name for motor graders and approve purchase of a LeeBoy 685D Motor Grader for \$203,426.80 from Reynolds-Warren Equipment Company.

Discussion:

Staff invested significant time determining the most appropriate size and required accessories for the budgeted new motor grader. Based on actual project requirements, staff located two brands that seemed to meet the minimal requirements. Staff then began an intensive comparison of the two motor graders. Both the LeeBoy and NorAm brands were inspected and ultimately demonstrated. After intensive review and consideration, both Fleet staff and the operating crews found the LeeBoy motor grader to be preferred and offer the most value for the money.

Reynolds-Warren Equipment Company was the awarded bidder by the Sourcewell Cooperative Purchasing Group. When staff received a quote from another LeeBoy distributor the quoted price was higher than the cooperatively bid price.

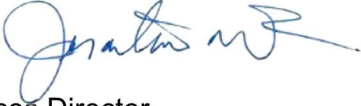
Budget Impact:

Sufficient funds are budgeted.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Jonathan N. Rorie, City Manager 

FROM: Paul J. Salvatore, Financial Services Director
Angela Egan, Purchasing Agent  *PS*

DATE: February 28, 2022

SUBJECT: Storage Replacement (Production and Backup)
March 3, 2022 City Council Consent Agenda

Recommendation:

Award the purchase of storage replacement equipment for production and backup storage to the lowest bid provider Cpak Technology Solutions for \$183,427.00.

Discussion:

The city has a need to replace current IBM storage that is end-of-life. Staff reviewed multiple replacement brands and options to replace current storage needs.

The Scale Computing brand was selected for features and cost effectiveness. The solution will provide in addition to storage space, compute capacity that can operate in a disaster recovery scenario.

This approved capital equipment project was budgeted in the CIP fund during the FY2022 budget process. Staff requested bids from a standard list of 50 IT Hardware Providers. Staff received three (3) bids from qualified suppliers with CPAK being the lowest. The quotes are as follows:

CPAK	\$183,427.00
Impreium	\$215,727.00
vprimetech	\$189,095.99

Budget Impact:

Sufficient funds are budgeted in the FY 2022 CIP Fund 337.

CITY OF PEACHTREE CITY
INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Jonathan N. Rorie, City Manager 

FROM: Paul J. Salvatore, Financial Services Director *P.S.*

DATE: Monday February 28, 2022

SUBJECT: Master Lease Agreement - Capital Equipment
March 3, 2022 City Council Meeting

Recommendation

Adopt the attached authorizing resolution to accept proposal from Banc of America Public Capital Corp for a four-year master lease agreement for capital equipment financing.

Discussion:

As our current master lease agreement (MLA) for capital equipment recently expired, the city's financial advisors/underwriting firm, Raymond James & Associates, assisted staff in soliciting proposals from seventeen firms known to be competitive with such financial instruments. Three firms submitted proposals, which were evaluated by our advisors, and it was determined that Banc of America Public Capital Corp had submitted the most favorable proposal.

Although no funds will be borrowed at this time, the new MLA will essentially establish a 'revolving line of credit', based on a predetermined formula, that will enable us to make annual draw-downs consistent with capital equipment needs identified in our 5-Year Capital Improvement Plan (CIP). Loan drawdowns are normally done annually in September before the close of our fiscal year. This financing mechanism helps to ensure liquidity and is used in combination with an appropriate mix of pay-as-you-go (cash) financing. It also helps to achieve budgetary smoothing, intergenerational equity, and reduces closing costs when compared to bidding out a series of individual annual equipment leases.

If Council moves to accept the proposal at the March 3 City Council Meeting, staff expects the closing to take place on Thursday March 17.

Budget Impact

Closing costs of approximately \$55K are budgeted in the CIP and will be financed when we execute our first drawdown.

A RESOLUTION OF THE GOVERNING BODY OF PEACHTREE CITY, GEORGIA, AUTHORIZING THE ACCEPTANCE OF THE PROPOSAL OF BANC OF AMERICA PUBLIC CAPITAL CORP (THE "BANK") TO FUND A MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT; THE EXECUTION, DELIVERY AND PERFORMANCE OF THE MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT WITH PEACHTREE CITY GOVERNMENTAL FINANCE CORPORATION, AS LESSOR, AND SEPARATE SCHEDULES THERETO FOR THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT WITHIN THE TERMS PROVIDED IN THE TERM SHEET; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; APPROVING THE ASSIGNMENT OF THE MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT PURSUANT TO AN ABSOLUTE ASSIGNMENT AGREEMENT TO THE BANK; AND AUTHORIZING ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, Peachtree City, Georgia ("Lessee"), a municipal corporation of the State of Georgia, is authorized by the laws of the State of Georgia to purchase, acquire and lease personal property (tangible and intangible) for the benefit of Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the governing body of Lessee has determined that a true and very real need exists for the acquisition of public safety, public services and administrative/financial/technical services equipment, and in connection therewith, Lessee solicited bids for the leasing of various public safety, public services and administrative/financial services equipment (the "Equipment") pursuant to an Equipment Master Lease Term Sheet distributed on February 1, 2022 (the "Term Sheet"); and

WHEREAS, the governing body of Lessee has found that the Equipment, and the leasing thereof, is essential to the governmental functions of Lessee; and

WHEREAS, the governing body of Lessee has taken the necessary steps, including any legal bidding requirements, under applicable law to arrange for the acquisition of such Equipment and the financing of such Equipment through a lease; and

WHEREAS, staff of Lessee has reviewed the bids and recommended to the Peachtree City Governmental Finance Corporation ("Lessor") and Lessee to accept the bid (the "Proposal") of Banc of America Public Capital Corp ("Bank") as it provides the most favorable leasing terms to Lessee, a copy of which Proposal is attached hereto as Exhibit "A"; and

WHEREAS, Lessee desires to approve the terms set forth in the Term Sheet and accept the Proposal; and

WHEREAS, in order to acquire such Equipment, Lessee proposes to enter into that certain Master Equipment Lease/Purchase Agreement (the "Agreement") with Lessor, substantially in the form attached hereto as Exhibit "B", and separate Schedules thereto substantially in the form attached to the Agreement (the "Schedules"); and

WHEREAS, the interest rate applicable to each Schedule (the "Contract Rate") will be determined at the time of execution of the respective Schedule; and

WHEREAS, each Schedule entered into after March 17, 2023 (“Lessee’s Approval Period”) and the Contract Rate related thereto shall be approved by the governing body of Lessee; and

WHEREAS, Lessor will assign its right to receive rental payments under the Agreement and the Schedules to Bank pursuant to an Absolute Assignment Agreement, dated March 17, 2022 (the “Absolute Assignment Agreement”), substantially in the form attached hereto as Exhibit “C”;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of Lessee as follows:

Section 1. Approval of Terms and Acceptance of Proposal. Lessee approves the terms set forth in the Term Sheet, accepts the Proposal and ratifies the verbal award given to Bank.

Section 2. Authorization of Documents. Lessee hereby authorizes the execution, delivery and performance of the Agreement, each Schedule and all documents necessary to carry out the transactions contemplated by the foregoing documents and this Resolution (the “Financing Documents”), subject to Section 3 below. The Financing Documents shall be executed by the Mayor. The Agreement and each Schedule shall be in substantially the form presented at this meeting, with such changes, insertions or omissions as may be approved by the Mayor. Any other Financing Documents shall be in substantially the form approved by the Mayor with the advice of counsel. The execution of any Financing Document shall be conclusive evidence of such approval.

Section 3. Approval of Schedules and Contract Rates After Lessee’s Approval Period. Each Schedule and the related Contract Rate entered into after the Lessee Approval Period shall be approved by the governing body of Lessee.

Section 4. Approval of Assignment. The execution, delivery and performance of the Absolute Assignment by Lessor are hereby approved.

Section 5. Findings. Lessee’s obligations under the Agreement and the Schedules shall be subject to annual appropriation or renewal by the governing body of Lessee as set forth in the Agreement and each Schedule, and Lessee’s obligations under the Agreement and the Schedules shall not constitute a general obligation of Lessee or indebtedness under the Constitution of the State of Georgia. The Agreement does and each Schedule shall comply with the requirements of O.G.G.A Section 36-60-13.

Section 4. Reimbursement. Lessee anticipates that it may pay certain capital expenditures in connection with the Equipment prior to receipt of Lease proceeds under the Agreement for the Equipment. Lessee hereby sets forth its intent to reimburse such capital expenditures for the Equipment with the lease proceeds.

Section 5. Placement Agent. Lessee has retained Raymond James & Associates, Inc. (the “Placement Agent”) to act as its exclusive placement agent to arrange a private placement of the Agreement, and in consideration of the successful performance of the Placement Agent’s duties, Lessee agrees to pay the Placement Agent a placement fee of \$25,000, which fee shall be due and payable at closing from the proceeds of the Agreement or other funds of Lessee.

Section 6. General Authority. The officers and employees of Lessee shall take all actions and shall execute all certificates and documents required to carry out, give effect to and consummate the transactions contemplated by this Resolution. Without limiting the generality of the foregoing, if the Mayor

is unable or unwilling to execute the Financing Documents, the Mayor Pro-Tem is hereby authorized to execute the Financing Documents on behalf of the Mayor.

Section 7. Appointment of Authorized Lessee Representatives. The Mayor and Mayor Pro-Tem of the Lessee are each hereby designated to act as authorized representatives of Lessee for purposes of each Lease (as defined in the Agreement) until such time as the governing body of Lessee shall designate any other or different authorized representative for purposes of the Agreement and any Lease.

Section 8. Repeal. Any resolutions or parts thereof that conflict with this Resolution are hereby repealed.

Section 9. Ratification. All prior actions of officers, employees and agents of Lessee in furtherance of the purposes of this Resolution are hereby ratified, approved and confirmed.

Section 10. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED this 3rd day of March, 2022.

PEACHTREE CITY, GEORGIA

By: _____
Mayor

CLERK'S CERTIFICATE

The undersigned Clerk of the governing body of Peachtree City, Georgia ("Lessee") hereby certifies that the foregoing is a true and correct copy of a resolution adopted by the governing body of Lessee on March 3, 2022 (the "Resolution") at a meeting that was duly called and assembled and at which a quorum was present and acting throughout, that the Resolution is in full force and effect on the date hereof and has not been amended, modified or otherwise changed by the governing body of Lessee since the date of adoption of the Resolution, and that the original of the Resolution has been inserted into the minute book of Lessee.

Witness my hand and the seal of Lessee, this 17th day of March, 2022.

(SEAL)

Jasmin Julio
Clerk



Charles T. Maguire
Senior Vice President

Government Finance Group
1111 E. Main Street, 18th FL. VA2-300-18-02
Richmond, VA 23219
T 804.489.5044 F 804.262.8344 M 804.432.9572
Charles.maguire@BofA.com

February 16, 2022

Peachtree City
Paul Salvatore
Finance Director

Dear Mr. Salvatore:

Banc of America Public Capital Corp ("BAPCC"), on behalf of Bank of America, National Association, is pleased to submit to you ("Lessee") the lease financing proposal (the "Proposed Transaction") described in the attached Summary of Terms and Conditions (the "Term Sheet").

We are recommending that we document this request as a continuation of the existing master lease. This will be very fast, efficient and cost effective for the City instead of having to get new master lease document approved and executed.

This letter and the Term Sheet (collectively, the "Proposal" or "Proposal Letter") include only a brief description of the principal terms of the Proposed Transaction, and are intended for discussion purposes only. This Proposal Letter is not intended to and does not create any binding legal obligation on the part of either party. BAPCC will not be obligated to provide any financing until the satisfactory completion of its credit, legal and investment approval process. The terms and conditions of this Proposal Letter shall be superseded by and shall no longer be effective upon the execution and delivery of final legal documentation with respect to this Proposed Transaction.

This Proposal must be accepted on or before **February 24, 2022** in order for BAPCC to proceed with its consideration of the Proposed Transaction. To accept this proposal, please sign the enclosed copy of this letter and return it, by no later than February 24th to:

**Banc of America Public Capital Corp
1111 E. Main Street, 18th Floor
Richmond, VA 23832**

We appreciate this opportunity to present Bank of America.

Very truly yours,

Charles T. Maguire

Charles T. Maguire
Senior Vice President

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The undersigned, by its authorized representative below, accepts the above proposal, agrees to furnish Lessor, its successors and assigns, any information relating to the business or financial condition of Lessee or its affiliates, and authorizes Lessor, Bank of America, National Association, and their affiliates to disclose to, discuss with and distribute such information (and any information they may already have) to any other affiliates or proposed assignees or successors of Lessor.

Peachtree City, GA

By: _____

Title: _____

Date: _____

This proposal is submitted in response to your Request for Lease Proposal. The contents of this proposal and any subsequent discussions between us, including any and all information, recommendations, opinions, indicative pricing, quotations and analysis with respect to any municipal financial product or issuance of municipal securities, are provided to you in reliance upon the exemption provided for responses to requests for proposals or qualifications under the municipal advisor rules (the "Rules") of the Securities and Exchange Commission (240 CFR 15Ba1-1 et seq.).

The Staff of the SEC's Office of Municipal Securities has issued guidance which provides that, in order for a request for proposals to be consistent with this exemption, it must (a) identify a particular objective, (b) be open for not more than a reasonable period of time (up to six months being generally considered as reasonable), and (c) involve a competitive process (such as by being provided to at least three reasonably competitive market participants) or by being publicly posted to your official website. In submitting this proposal, we have relied upon your compliance with this guidance.

In submitting this proposal, we are not undertaking to act as a "municipal advisor" to you or any other person within the meaning of the Rules. In connection with this proposal and the transactions described herein, we are not subject to, and we hereby disclaim, any fiduciary duty to you or to any other person. We understand that you will consult with and rely on the advice of your own municipal, financial, tax, legal and other advisors as and to the extent you deem necessary in connection with your evaluation of this proposal and the transactions described herein.

The transaction described in this document is an arm's length, commercial transaction between you and Banc of America Public Capital Corp, or one of its affiliates, ("BAPCC") in which: (i) BAPCC is acting solely as a principal (i.e., as a lender or lessor) and for its own interest; (ii) BAPCC is not acting as a municipal advisor or financial advisor to you; (iii) BAPCC has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to you with respect to this transaction and the discussions, undertakings and procedures leading thereto (irrespective of whether BAPCC or any of its affiliates has provided other services or is currently providing other services to you on other matters); (iv) the only obligations BAPCC has to you with respect to this transaction are set forth in the definitive transaction agreements between us; and (v) BAPCC is not recommending that you take an action with respect to the transaction described in this document, and before taking any action with respect to the this transaction, you should discuss the information contained herein with your own legal, accounting, tax, financial and other advisors, as you deem appropriate. If you would like a municipal advisor in this transaction that has legal fiduciary duties to you, you are free to engage a municipal advisor to serve in that capacity

SUMMARY OF TERMS AND CONDITIONS

Date: February 16, 2022

Lessee: Peachtree City, GA.

Lessor: Banc of America Public Capital ("BAPCC") or its assignee or designee ("Lessor")

Equipment: **Misc. essential use assets per RFP.**

Security: BAPCC will have a security interest in the Equipment.

Structure: The Lease will be structured as either a **BANK QUALIFIED OR NON-BANK QUALIFIED TAX-EXEMPT** transaction. This is a lease intended as security transaction; all tax benefits will remain with Lessee; the lease will be a net financial lease, and all expenses, including (but not limited to) insurance, maintenance, and taxes, will be for the account of Lessee.

Term: 5 and 7years.

Availability: The proposed line of credit will be in place for one (1) year, but may be extended for three (3) one (1) year extensions subject to mutual agreement.

Maximum Funding: We are proposing a maximum funding of **\$11,400,000** broken down into yearly commitments as follows:

2022	\$3,391,434
2023	\$2,229,625
2024	\$2,348,000
2025	\$3,345,211

Rate:

5 years:	BQ – 1.7658%	NBQ – 1.7246%
7 years:	BQ– 1.8928 %	NBQ – 1.8492%

Index: Any fundings will be based on the appropriate formula below. Please note these do not include a rate lock premium and will be set up to 3 days before any closing:

TAX EXEMPT INDEX:

Lease Term	Swap Index Term	Swap Index Rate*	x 79%	+ Fixed Spread	= Tax Exempt Interest Rate
5 year NBQ	3 years	1.9201%	1.5170%	0.2076%	1.7246%
5 year BQ	3 years	1.9201%	1.5170%	0.2488%	1.7658%
7 year NBQ	4 years	1.9743%	1.5600%	0.2892%	1.8492%
7 year BQ	4 years	1.9743%	1.5600%	0.3328%	1.8928%

*Swap Index Rate as of February 16, 2022

*The actual Tax-Exempt Interest Rate for future Schedules will be calculated in accordance with the formula in the above pricing grid and will be based on the then current Swap Index Rate published on the applicable Refinitiv Swaps Index screen page (or such other commercially available source providing such quotations as may be selected by Lender from time to time) on the date pricing is set (no more than 8 business days prior to funding), which the current Swap Index Rate shall not be less than zero (0%).

Index: **The above Formula will be held for one year and subject to review on an annual basis.**

The transaction described in this document is an arm's length, commercial transaction between you and Banc of America Public Capital Corp, or one of its affiliates, ("BAPCC") in which: (i) BAPCC is acting solely as a principal (i.e., as a lender or lessor) and for its own interest; (ii) BAPCC is not acting as a municipal advisor or financial advisor to you; (iii) BAPCC has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to you with respect to this transaction and the discussions, undertakings and procedures leading thereto (irrespective of whether BAPCC or any of its affiliates has provided other services or is currently providing other services to you on other matters); (iv) the only obligations BAPCC has to you with respect to this transaction are set forth in the definitive transaction agreements between us; and (v) BAPCC is not recommending that you take an action with respect to the transaction described in this document, and before taking any action with respect to the this transaction, you should discuss the information contained herein with your own legal, accounting, tax, financial and other advisors, as you deem appropriate. If you would like a municipal advisor in this transaction that has legal fiduciary duties to you, you are free to engage a municipal advisor to serve in that capacity

Payments: Payments will be in accordance with the attached amortization schedule. Please note if alternative payment frequencies (i.e. quarterly, semiannual or annual) or changes to the principal amounts due on each payment date are requested, this may be accommodated but any changes to the average life may also impact the rate quoted herein.

Insurance: Lessee may be required to provide, at its expense, casualty insurance (with such deductibles as Lessor may approve) Lessor has the ability, if necessary, to obtain and provide any insurance certificate required.

Prepayment: Pre-payable in whole on any payment date at par, after the first half term has expired.

Governmental

Entity Lease: The Base Rent installments are calculated on the assumptions, and Lessee will represent, that Lessee is a state or political subdivision of a state within the meaning of Section 103(c) of the Internal Revenue Code (the "Code"), that this transaction will constitute an obligation of Lessee within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code. Lessee shall provide Lessor with such evidence as Lessor may request to substantiate and maintain such tax status.

Lessee will indemnify Lessor only as to the actions or omissions of the lessee, on an after-tax basis, against any loss of Federal income tax exemption of the interest portion of the rentals and against any penalties and interest imposed by the Internal Revenue Service on Lessor in connection therewith on a lump-sum basis.

Conditions

Precedent: If the vendor is receiving advance payments from the loan proceeds prior to delivery, then BAPCC will receive a payment and performance bond; also, BAPCC will take assignment of the vendor contract which is to be reviewed by our legal department.

Expenses: Lessor and lessee will each be responsible for their own closing costs.

Non-Appropriation

Termination: Lessee affirms that funds are available for the current fiscal year and reasonably believes that sufficient funds can be obtained to make all rental payments during each subsequent fiscal year. Lessee will regularly budget for and otherwise use its best efforts to obtain funds for the continuation of the rentals in this transaction.

Escrow

Account: *Lessee may deposit*, subject to compliance with applicable regulations under the Internal Revenue Code, including, but not limited to arbitrage regulations, the proceeds of the Lease in an escrow acceptable to Lessor, and disbursements made therefrom to pay for the Project upon the execution and delivery of an acceptance certificate (and related documents) by Lessee and approved by Lessor.

Documents: Lease documents and tax opinion in form and substance satisfactory to Lessor and its local counsel must be executed and delivered. If Lessor requests, Lessee will also furnish duly executed landlord and mortgage waivers and supporting information. Lessee will also provide board resolutions, incumbency certificates and other documentation required by Lessor.

General

Disclaimer: Many of the terms and conditions contained in the RFP and its attachments are not applicable to a financing transaction such as is contemplated by the RFP and this proposal response. Consequently, the terms and conditions contained in the final lease agreement negotiated and executed by and between the parties shall govern the relationship. Unless a provision is expressly included in that final lease agreement or its related documentation, said provision will not apply.

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SEC Disclosure: Lessee acknowledges and agrees that, if, in connection with its efforts to comply with the requirements of SEC Rule 15c2-12(b)(5) of the Securities and Exchange Act of 1934, Lessee decides to file any documentation related to the proposed transaction to EMMA (the “Disclosed Documents”), such Disclosed Documents shall be filed with redactions that will be mutually agreed upon by the parties to ensure that there is no confidential information of Lessor included in the posted documents (i.e. account information, names of signatories).

Private

Placement: The proposed transaction is a private placement that will not require (i) any additional public ongoing disclosure requirements, (ii) any additional public offering document generation requirements, or (iii) any underwriting or related fees.

Market

Disruption: Notwithstanding anything contained herein to the contrary, in the event any material change shall occur in the financial markets after the date of this Proposal Letter, including but not limited to any governmental action or other event which materially adversely affects the extension of credit by banks, leasing companies or other lending institutions, the Lessor may modify the indicative pricing described above.

USA Patriot Act

Compliance: The Lessee acknowledges that pursuant to the requirements of the USA Patriot Act, as amended from time to time (including as amended by the USA Freedom Act of 2015) (the “Patriot Act”), the Lessor is required to obtain, verify and record information that identifies the Lessee, which information includes the name and address of the Lessee and other information that will allow the Lessor to identify the Lessee in accordance with the Patriot Act.

Credit Due

Diligence: In order to complete its credit due diligence, Banc of America Public Capital Corp Credit Administration will need you to provide:

- Three years of most recent audited financial statements;
- Most recent fiscal year’s Budget
- Insurance Certificate
- W-9

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OFFER FORM

**To: Mr. Paul Salvatore, Director of Finance
Peachtree City, Georgia
c/o Mr. Todd Barnes, Managing Director
Raymond James & Associates, Inc.
Email: todd.barnes@raymondjames.com
404-279-5724**

We propose to enter into a Master Lease Agreement with the City, subject to the provisions set forth in the City's Term Sheet; based on the Index (funding formula) and other conditions set forth below:

Index: Five-Year Lease Term *

BQ Rate: 1.7658%

Non-BQ Rate: 1.7246%

Index: Seven-Year Lease Term *

BQ Rate: 1.8928%

Non-BQ Rate: 1.8492%

Submitted by:

Company: Bank of America Public Capital Corp

By: [Signature]

Title: Controller

Phone: 804-432-9572

* Per terms of proposal.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: Jonathan N. Rorie, City Manager 

FROM: Ellece Brown, Director, HR & Risk Management 

DATE: February 21, 2022

SUBJECT: Reclassify Purchasing Agent Position to Purchasing Manager Position within the Finance Department
March 3, 2022, City Council Meeting

Recommendation:

Approve the reclassification of the Purchasing Agent position (working 1560 annual hours) in Salary Grade 117 in the Finance Department to Purchasing Manager position (working 2080 annual hours) in Salary Grade 116 in the Finance Department effective Monday, March 7, 2022.

Discussion:

During the Classification/Compensation/Benefits Study conducted by Management Advisory Group, Inc., last fall, staff had the opportunity to re-evaluate the Purchasing function and how the Purchasing Agent responsibilities were being separated internally. Since the Financial Services Director is responsible for several of the Purchasing Agent duties, it became clear that the better title for the current Purchasing Agent position would be Purchasing Manager. Even though this position is responsible for managing the purchasing function for the City, the Purchasing Agent title is too broad for the scope of the responsibilities.

During the reduction-in-force and reorganization that occurred in the summer and fall of 2020, the schedule for the Purchasing Agent position was changed from working full-time (40 hours/week or 2080 hours annually) to a modified full-time schedule of 30 hours/week (1560 hours annually). Over the past eighteen months, staff has determined that this reduced schedule has not been effective or efficient. The reclassified position of Purchasing Manager is needed full-time and will be assuming additional responsibilities to include the lease finance processes and supporting accounts payable.

A revised job description for the full-time Purchasing Manager is attached.

Budget Impact:

Even though the reclassified position of Purchasing Manager will be at a lower salary grade, the budget impact will be approximately \$14,282 for the balance of the year due to the work schedule being increased from 30 hours/week to 40 hours/week. This additional cost will be funded through administrative contingency funds.



Purchasing Manager

Finance

FIN/09

Reports To: Assistant Finance Director

Salary Grade: 116

Job Code: FIN/09

FLSA Status: Exempt

Date: 02/16/2022

JOB SUMMARY

This position is responsible for managing purchasing activities for the City.

ESSENTIAL FUNCTIONS

- Assists departments in the preparation of bid documents; ensures compliance with all applicable laws; attends all required meetings; coordinates bid openings, evaluates for compliance, and verifies that all required documents are received.
- Assists in the evaluation of competitive proposals; assists internal end-users in selecting vendors; and ensures selection is fair and in compliance with all guidelines.
- Reviews requisitions; manages and/or executes all purchase orders within approved signature authority guidelines; and manages assigned contracts.
- Maintains a comprehensive list of vendors for obtaining bids and quotes for all City goods and services.
- Maintains purchasing files and records per State of Georgia retention policy.
- Makes recommendations and assists in developing City-wide purchasing policies and procedures for the implementation of standards that are in compliance with best practices, as well as with City and state regulations.
- Manages City purchasing cards and process; evaluates spending thresholds; and supports monthly reconciliation of expenditures to backup.
- Maintains current knowledge of purchasing methods, policies, procedures, and laws.
- Administers the liquidation of all City surplus property, supplies, and asset forfeiture items through the electronic bid process or other approved means.

- Provides support for the accounts payable function as needed.
- Manages purchase of and all registrations of City vehicles.
- Assists in the collection and preparation of documents required for capital equipment financing.
- Performs related duties as required.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of relevant federal and state laws, City ordinances, and department policies and procedures.
- Knowledge of City's financial ordinances and purchasing policies and procedures.
- Knowledge of computerized systems for the maintenance of financial and inventory records.
- Knowledge of general accounting, bookkeeping practices, and records maintenance.
- Knowledge of inventory control methods and practices.
- Skill in problem solving.
- Skill in prioritizing and planning.
- Skill in interpersonal relations.
- Skill in mathematical computation.
- Skill in using computers, standard business application software, and other office equipment.
- Skill in oral and written communication.
- Ability to work cooperatively and collaboratively in a workplace of dignity and respect.

SUPERVISORY CONTROLS

The Assistant Finance Director assigns work in terms of very general instructions and reviews work through conferences, reports, and observation of department activities.

GUIDELINES

Guidelines include internal control procedures, relevant state and federal laws, and City and department policies and procedures. These guidelines require judgment, selection, and interpretation in application.

COMPLEXITY/SCOPE OF WORK

- The work consists of varied purchasing and administrative duties. Strict regulations and the need for accuracy contribute to the complexity of the position.
- The purpose of this position is to manage City purchasing activities. Successful performance helps ensure the quality and cost-effectiveness of goods and services purchased by the City.

CONTACTS

- Contacts are typically with co-workers, department heads, other City employees, vendors, contractors, other purchasing professionals, and the general public.
- Contacts are typically to exchange information, resolve problems, and provide services.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed while sitting at a desk or table. The employee occasionally lifts light and heavy objects.
- The work is typically performed in an office.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

None.

MINIMUM QUALIFICATIONS

- Knowledge and level of competency commonly associated with the completion of a baccalaureate degree in a course of study related to the occupational field.
- Sufficient experience to thoroughly understand the principles relevant to the major duties of the position, usually interpreted to require three to five years of related experience - preferably in government procurement.
- Possession of or ability to obtain a valid driver's license issued by the State of Georgia for the type of vehicle or equipment operated.
- Ability to be bonded.

The qualifications listed above represent the credentials necessary to perform the essential functions of this position. To be successful in this position, an individual must be able to perform each essential duty satisfactorily. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions of this position.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: Jonathan N. Rorie, City Manager JR

FROM: Yasmin Julio, City Clerk YJ

DATE: February 9, 2022

SUBJECT: Alcohol License – New – Super Chix
March 3, 2022, City Council Meeting

Recommendation:

Approve the attached application for a new alcohol license.

Discussion:

Super Chix, 401 City Circle, #1640, has submitted a request for a new alcohol license. Ms. Missy Moon requested she be appointed as the Licensee and as the License Representative.

The business location and Ms. Moon meet the requirements of the alcohol ordinance to be granted a license.

Budgetary Impact:

The budgetary impact of the alcohol license will be positive. The applicant will be required to pay the annual fee for malt beverage and Sunday sales, which is \$1,275.



Office of the City Clerk

City of Peachtree City
151 Willowbend Road
Peachtree City, GA 30269
Phone: 770-487-7657
Fax: 770-631-2505
PeachtreeCityGA.gov

Application for Alcoholic Beverage License

Business Name: Superchix Superchix	Business Location: 401 City Cir #1640 Peachtree City, GA 30269	Number of Serving Bars: 1
Nature of Business: Restaurant	Mailing Address: [REDACTED] Woodstock, GA 30188	Business Phone Number: 770 540-0654
Name of Licensee: Missy Moon	Home Address: [REDACTED] Woodstock, GA 30188	Home/Cell Phone Number: [REDACTED]
Name of License Representative: Missy Moon	Home Address: [REDACTED] Woodstock, GA 30188	Home/Cell Phone Number: [REDACTED]

Type of License:

Retail Consumption Dealer		Retail Package Dealer		Wholesale Dealer		Manufacturer	
Malt Beverage	X	Malt Beverage		Malt Beverage		Malt Beverage	
Wine		Wine		Wine		Wine	
Distilled Spirits		Distilled Spirits		Distilled Spirits		Distilled Spirits	
Sunday Sales	X	Holidays					

Please complete information below (use separate sheet if necessary):

Name: Individual Owner's Name, Partners' Names, Corporation Name, and name of Contact Person regarding License Changes, Taxes, etc.	Address: Please provide Home Addresses for the Individuals listed	Phone Numbers: Please provide Home and Business Phone Numbers for individuals listed
Missy Moon	[REDACTED] Woodstock, GA 30188	[REDACTED]
Robert K. Estapa	[REDACTED] Woodstock, GA 30188	[REDACTED]

Contact Person: Missy Moon

E-mail Addresses for License Applicant(s):

[REDACTED]

Is any person who owns an interest in the Alcohol License an employee of the City of Peachtree City? YES/NO

If YES, please provide name of employee: _____

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: Jonathan N. Rorie, City Manager 

FROM: Yasmin Julio, City Clerk 

DATE: February 15, 2022

SUBJECT: Alcohol License – NEW – The Walnut Tavern
March 3, 2022, City Council Meeting

Recommendation:

Approve the attached application for a new alcohol license.

Discussion:

The Walnut Tavern, 361 Hwy 74 N, has submitted a request for a new alcohol license. Mr. Matthew McKinney has requested he be appointed as the Licensee and as the License Representative.

The business location and Mr. McKinney meet the requirements of the alcohol ordinance to be granted a license.

Budgetary Impact:

The budgetary impact of the alcohol beverage license will be positive. The applicant will be required to pay the annual fee for malt beverage, wine, and distilled spirits, which is \$5,000 annually, plus \$500 for Sunday sales.



Office of the City Clerk

City of Peachtree City
 151 Willowbend Road
 Peachtree City, GA 30269
 Phone: 770-487-7657
 Fax: 770-631-2505
PeachtreeCityGA.gov

Application for Alcoholic Beverage License

Business Name: Walnut Tavern	Business Location: 361 Highway 74 N Peachtree City, GA 30269	Number of Serving Bars: 1
Nature of Business: Full Service restaurant	Mailing Address: [REDACTED]	Business Phone Number: 323.420.3275
Name of Licensee: Matthew J McKinney	Home Address: [REDACTED]	Home/Cell Phone Number: [REDACTED]
Name of License Representative: Matthew J McKinney	Home Address: [REDACTED]	Home/Cell Phone Number: [REDACTED]

Type of License:

Retail Consumption Dealer		Retail Package Dealer		Wholesale Dealer		Manufacturer	
Malt Beverage	☒	Malt Beverage	☐	Malt Beverage	☐	Malt Beverage	☐
Wine	☒	Wine	☐	Wine	☐	Wine	☐
Distilled Spirits	☒	Distilled Spirits	☐	Distilled Spirits	☐	Distilled Spirits	☐
Sunday Sales	☒	Holidays	☐		☐		☐

Please complete information below (use separate sheet if necessary):

Name:	Address:	Phone Numbers:
Individual Owner's Name, Partners' Names, Corporation Name, and name of Contact Person regarding License Changes, Taxes, etc.	Please provide Home Addresses for the individuals listed	Please provide Home and Business Phone Numbers for individuals listed
McKinney Global LLC. Kristen McKinney	[REDACTED]	[REDACTED]

Contact Person:

Matthew J McKinney

E-mail Addresses for License Applicant(s):

[REDACTED]

Is any person who owns an interest in the Alcohol License an employee of the City of Peachtree City? YES/NO

NO

If YES, please provide name of employee:

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Jonathan N. Rorie, City Manager

FROM: Robin Bechtel Cailloux, AICP
Director Planning & Development

DATE: February 23, 2022

SUBJECT: Proposed Sign Ordinance Revision
March 3, 2022 City Council Meeting



Recommendation:

Council moves to replace the entire existing sign ordinance with the proposed sign ordinance.

Discussion

The City's Sign ordinance requires revisions in order to comply with certain recent Supreme Court decisions and other updates. The City hired an attorney with expertise in signage to revise the ordinance. While making these revisions, staff is also proposing minor modifications in language to clarify the daily application of the ordinance. No changes are proposed to the size or number of signs.

This report organizes the discussion of the ordinance revisions into major and minor revisions. Major revisions are those that reflect judicial findings:

- All laws must be written to achieve the stated purpose with the least restrictions possible
- Rights and privileges cannot be granted to certain types of signage based on the message content

Minor revisions are those that assist in the daily application of the ordinance, such as:

- Common City practices codified
- Updates to reflect modern technology

Major Updates

The least restrictive means test is part of the strict scrutiny applied by the courts to laws that restrict First Amendment or other constitutionally guaranteed rights. To pass the test, a law must use the least restrictive means possible to achieve a compelling public interest. A statement from the City's ordinance which prohibited all signs not expressly permitted in the ordinance has been removed. Removal of this statement strengthens the City's position that the ordinance is the least restrictive regulations in order to meet the stated purpose.

A majority of the rest of the changes made by the City's legal expert reflect the Supreme Court's decision that separate classes of rights cannot be created based on the content of the sign. For example, if you permit a sign with a non-commercial message like "Happy Birthday", then you also have to permit a sign that says "Robin's Yarn Shop Now Open". Therefore, in order to maintain the City's uncluttered appearance, the proposed ordinance no longer permits any signage in the rights-of-way other than safety-related signs. This will avoid the littering of commercial signs along roads. However, this change will also affect any sign that is currently posted at the entrances of subdivisions, such as "Open House" or "Yard Sale" signs. These signs may be posted on private property, but they will no longer be permitted within the right-of way.

The Supreme Court decision also requires that we remove a statement in the ordinance that exempted works of art "that do not include a commercial message." We can no longer regulate mural artwork based on their content. Therefore, to prevent a business from painting a large mural on the side of their building containing, "Bob's Best Fish Market" and calling it art, then we also have to prevent other types of non-commercial murals. Existing murals will be considered legally non-conforming (grandfathered). In addition, the proposed murals on the new commercial center and gas station at the corner of State Route 74 S and Rockaway Road are considered to be vested rights since the Planning Commission specifically approved the building elevations showing the murals.

UPDATE: During the public workshop held by the Planning Commission on February 14, their major comment pertained to this issue of murals. They requested that the sign ordinance not be applied to art at all. The statement on page 8 of the proposed ordinance stating, "Works of art that do not include a commercial message" has been stricken from the list of signs exempt from the permit requirements. If the second portion of the statement is stricken and the first portion of the statement "Works of art" remains, then murals will not be regulated by the sign ordinance. Staff notes that all façade changes (this includes painting and murals) to non-residential buildings on major roadway must be reviewed and approved by the Planning Commission.

Minor Revisions

Minor revisions improve the daily application of the sign ordinance and reflect modern operations such as online submittals rather than paper and communications via email rather than certified mail. Other codifications of standard City practices include:

- Digital numbers for display of current fuel prices
- Banners at the entrances of subdivisions (typically graduation banners)
- Menu boards using screens to display food items & order totals

Examples of other minor revisions includes relocating the Variance section at the end of the ordinance where this is usually located and clarification on the formula to calculate permitted window signs on a commercial property.

A copy of the draft ordinance is attached.

- ~~The red strike-through text~~ is being removed or relocated.
- The red underlined text is text that has been relocated from somewhere else in the ordinance.

Chapter 66 SIGNS¹

ARTICLE I. GENERAL

Sec. 66-1. Purpose.

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 maintain and 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 the zoning ordinance.

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 control 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 ~~well-being~~wellbeing of the city will be enhanced as a place to live, work and conduct business.
- (7) 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

¹Editor's note(s)—Ord. No. 891, § 1, §§ 1, 2, adopted October 5, 2006, repealed and reenacted chapter 66 to read as herein set out. Formerly, chapter 66 pertained to similar subject matter, and derived from Ord. No. 874, §§ 1, 2, adopted February 16, 2006.

Cross reference(s)—Buildings and construction, ch. 18; streets, sidewalks and other public ways, ch. 70; zoning, app. A; land development ordinance, app. B.

State law reference(s)—Control of signs and signals, O.C.G.A. § 32-6-50 et seq.; outdoor advertising near state highways, O.C.G.A. § 32-6-70 et seq.

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 city council intend by enacting this chapter 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 image of the city, particularly the planned community nature of the city;
 - f. Protect property values by minimizing the potentially adverse effects and visual blight caused by signs;
 - g. Promote economic development; and
 - h. Ensure the fair and consistent enforcement of sign regulations.
- (8) While specifically establishing regulations to control signs within the city, it is not the intent of this chapter to regulate:
- a. Art and art symbols;
 - b. Holiday decorations and symbols.
- (9) ~~Recognizing~~ The city recognizes the need for certain types of signs which facilitate the safe and orderly movement of traffic, ~~I~~ this chapter provides for the regulation of incidental address identification, ~~and~~ subdivision identification signs, building identifier signs, multi-tenant building directory signs and directional signs as necessary to facilitate the safe and orderly movement of traffic looking for a specific destination and to provide for the prompt response of emergency personnel to calls for service.
- ~~(10) Recognizing the need to facilitate decreases in crime this chapter provides for the regulation of burglar alarm/security signs.~~
- ~~(11)~~ 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 chapter to allow for the identification of those structures and places.
- ~~(12) While this chapter prohibits certain signs from placement within the city and exempts certain signs from certain regulations of this chapter, such exemptions are not intended to otherwise allow a sign that is prohibited.~~
- ~~(13)~~ 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.
- ~~(14)~~ 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 chapter.

(Ord. No. 891, § 1, 10-5-2006)

Sec. 66-2. Authority.

This chapter is enacted pursuant to Article IX, Section II, Paragraph IV of the Georgia Constitution of 1983, the City Charter, the general police powers of the city and other authority provided by federal, state or local laws applicable hereto.

(Ord. No. 891, § 1, 10-5-2006)

Sec. 66-3. Definitions.

As used in this chapter, the following terms shall have the meanings respectively ascribed to them.

Awning means a roof-like-cover that projects from the wall of a building for the purpose of shielding a doorway, walkway, or window from the elements. Awnings are often made of metal, fabric or flexible plastic supported by a rigid frame, and may be retracted into the face of the building.

Beacon means 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.

Building official means the building official of the city or his or her designee.

Business premises means a building, suite, office or other unit used for nonresidential purposes. In the case of businesses licensed by the city, the area occupied by a single business license holder shall be deemed as one business premises. In the case of professionals paying individual taxes to the city, each professional corporation, partnership or other entity in which the professional participates shall be considered the occupant and all area occupied by that occupant shall be the business premises. For the purpose of this chapter, business premises shall include nonresidential space occupied by charitable organizations, political organizations, institutions or other noncommercial entities.

Canopy means a roof-like structure supported by columns or projecting from a building and open on at least three sides.

Code enforcement officer means the code enforcement officer of the city or his or her designee.

City planner means the city planner of the city or his or her designee.

Commercial message means any sign wording, logo, or other representation that, directly or indirectly, names, advertises, or calls attention to a business, product, service, or other commercial activity.

Flag means any fabric, banner, or bunting containing distinctive colors, patterns, or symbols used as a symbol of government, political subdivision, or other entity.

Frontage or *street frontage* means the width in linear feet of a lot where it abuts the right-of-way of any street from which access may be directly gained.

Fronts or *fronting on a street*. A business "fronts" on a street when the lot line on the property on which the business is located also forms the line marking the edge of a publicly dedicated right-of-way.

Lot. See definition of "zoned lot" herein.

Marquee means any permanent, roof-like structure projecting beyond a building or extending along and projecting beyond the wall of the building, generally designed and constructed to provide protection from the weather.

Non-commercial message means any sign wording, logo or other representation promoting an activity or idea other than a commercial ~~activity or ideamessage~~.

Pennant means any lightweight plastic, fabric, or 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.

Person means any association, company, corporation, firm, organization, or partnership, singular or plural, of any kind.

Principal building means a building in which the primary use of the lot on which the building is located is conducted.

Setback means the 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.

Sign means any structure, display, or device that is used to advertise, identify, direct, or attract attention to a business, institution, organization, person, idea, product, service, event or location by any means, including words, letters, figures, design characteristics, symbols, logos, fixtures, colors, movement or illumination. Individual signs shall be defined as follows:

A-frame or easel sign means a portable sign consisting of two sign faces placed back-to-back and hinged together at the top in such a manner that each sign face leans toward the other, connecting at the top and forming a self-supporting structure which is not permanently affixed to the ground.

Animated sign means any sign ~~or attention-getting device~~, including spinners, which involves motion or rotation of any part by any means, or which is illuminated by flashing, intermittent, or color changing light or lighting, or which uses movement or change of lighting to depict action or create a special effect or scene.

Awning sign means a sign imposed or painted upon an awning ~~(prohibited)~~.

Banner sign means any sign of lightweight fabric or similar material that is mounted to a building or structure. ~~National flags, state or municipal flags, or the official flag of any institution or business~~ Flags, as defined herein, shall not be considered banners.

Blade sign means a sign affixed to a wall and extending more than four inches from the surface of such wall and perpendicular to the wall surface.

Building identifier sign means a sign posted on the corner of a building in a multiple building development that provides an identifying number or letter for the building that distinguishes that building from others in the development.

Building sign means a sign that in any manner is fastened to, projects from, or is placed upon the exterior wall, window or door of a building.

Changeable copy sign means a sign panel that allows the display of words, numbers, symbols and/or graphics on a temporary basis by the use of interchangeable letters or graphics manually mounted to the sign face.

Directional sign means a sign used to give direction or specific instruction to the traveling public, such as, but not limited to, "enter," "exit," "no parking," "drive through," ~~"rest room,"~~ etc. Such signs shall contain only instructional information designed to facilitate the safe movement of traffic onto, from and within a property, and shall not contain any logos, trademarks, or other commercial message.

~~*Directory sign* means a sign used to identify the location of structures or a single structure.~~

Externally-illuminated sign means any sign that is partially or completely illuminated at any time by an artificial light source that directly or indirectly illuminates the face of the sign from outside the sign structure.

Internally-illuminated sign means any sign that is illuminated by an artificial light source from within the sign structure over any or all of its sign face (prohibited).

Marquee sign means any sign attached to, in any manner, or made a part of a marquee (prohibited).

Monument sign means any sign supported by structures or supports that are placed on, or anchored in, the ground and that are independent from any building or other structure. A monument sign may include individual letters, numbers, figures mounted on a surface composed of stone, brick or other permanent structures. The supporting structure must rest on the ground.

Multi-tenant building directory means a sign posted on business premises of more than 25,000 square feet and containing multiple tenants, directing the public to the location of specific tenants within the complex.

~~*Political sign* means a temporary sign erected for the purpose of soliciting votes or support for or in opposition to any candidate or issue in an election or any political party under whose designation any candidate is seeking nomination or election or any public question on a ballot in an election held under the laws of the state.~~

Portable sign means any sign not permanently attached to the ground or other permanent structure, or sign designed to be transported, including, but not limited to, signs designed to be transported by means of wheels; signs converted to A- or T-frame signs; ~~menu and sandwich board signs~~ signs erected to serve drive-through lanes; balloons used as signs; umbrellas used for advertising; and signs attached to or painted on vehicles parked and visible from the public right-of-way, unless said vehicle is used in the normal, day-to-day operations of the business, then the vehicle shall be parked in a designated parking space at the location of the business and furthest from the right-of-way at the location of the business.

~~*Residential sign* means any sign located in a district zoned for residential uses that contains no commercial message.~~

Roof sign means a sign erected upon and above a roof structure and wholly supported by the roof structure or a structure placed upon the roof. Roof signs shall also constitute any signage placed upon sloped building fascia intended to appear as or actually be roof elements of the building ~~(prohibited)~~.

Shared sign means a sign that serves as common or collective use for a group of persons or businesses operating on the same lot such as, but not limited to, a shopping center or business park. Ownership of and responsibility for a shared sign shall remain with the owner of the building or buildings served by the sign.

Sign face means 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 advertising message or idea and are purely structural or decorative in nature.

~~*Special event sign* means a temporary sign utilized in conjunction with and for the same time period as a valid special event permit issued by the city.~~

Spectacular sign or device means spectacular sign or device includes, but is not limited to:

- a. Any piece or strip of cloth, paper, canvas, plastic or similar material, including banners, but excluding flags, on which a message, slogan or emblem is painted, drawn or otherwise projected, colored or shaped ~~for the purpose of advertising or drawing public attention~~;
- b. Any advertising display, sign or copy that is animated;
- c. Balloons, air and gas filled devices;
- d. Streamers;
- e. *Other attention-getting devices.*

——Standard informational sign means a sign intended for temporary use comprised of rigid plastic, cardboard or wood, measuring not more than six square feet in sign area, and erected on a metal or wooden stake measuring not more than 1 ½ inches in width in residential districts or placed within the window of a building in non-residential districts.

Subdivision sign means a sign located at the main entrances to ~~and used for identifying the name of~~ a residential, commercial or industrial subdivision as an aid to the traveling public and for the purpose of ensuring prompt emergency response.

Suspended sign means a sign that is suspended from the underside of a horizontal plane surface and is supported by such surface.

Temporary sign means any sign that is used only temporarily and is not permanently mounted or affixed to the ground.

Wall sign means a sign that is fastened or painted directly to the exterior wall of a building and extends from the surface of the wall no more than 15 inches.

Window sign means any type of sign that is located on the interior of a business premises and is either attached to or is located within 48 inches of an exterior window, and is intended primarily to be viewed from the exterior of the premises. Glass doors are to be considered windows for the purposes of administration of this article. Merchandise located within a window shall not be considered a window sign, as long as there are no commercial messages attached to or associated with the display of merchandise.

Street means a public or private thoroughfare used, or intended to be used, for passage or travel by motor vehicles.

Street frontage means the length of any property line of a zoned lot, which property line abuts a legally accessible street right-of-way. 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.

Window means an opening made in the wall of a building to admit light and air, and/or to furnish a view; provided, however, that as such term is used herein, the term "window" shall not include the framework for such opening, but shall only include the glass or translucent portion of such opening.

Zoned lot means 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 the zoning regulations.

(Ord. No. 891, § 1, 10-5-2006)

Sec. 66-4. Applicability.

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 chapter.

The effect of this chapter 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 chapter;
- (2) To allow certain signs that are small, unobtrusive, and incidental to the principal use of the respective lots on which they are located, subject to the substantive requirements of this chapter, but without a requirement for permits;

- (3) To provide for temporary signs with and without commercial messages 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 signals 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 permitted by this chapter; and~~
- ~~(7)~~ (8) To provide for the enforcement of the provisions of this chapter.

(Ord. No. 891, § 1, 10-5-2006)

Sec. 66-5. Prohibited signs.

The following types of signs are prohibited within the City:

- (1) 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.
- (2) Signs with lights blinking and/or flashing in series, lines, or rows.
- (3) Flashing, blinking, fluctuating, or otherwise animated signs.
- (4) Signs attached to fences, trees, utility poles or boxes or traffic control devices; signs painted on or otherwise attached to, supported by, leaning or resting on rocks or other natural objects; signs, other than those placed by a local, state or federal government, located within the public street right-of-way or within five feet of the edge of curb or closest edge of the pavement of any public street.
- (5) Signs emitting or utilizing in any manner any sound capable of being detected on a public road by a person of normal hearing.
- (6) 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.
- (7) Banners, fringe, twirling, sidewalk or curb-type signs, balloons, streamers, pennants, portable display signs, air or gas filled figures and other similar temporary signs, other than as specifically authorized in this chapter.
- (8) Roof signs.
- (9) Signs displaying any statement, word, character or illustration of an obscene nature.
- (10) Illuminated signs from or to which direct rays of light are projected onto a lot other than on the lot where the illumination occurs.
- (11) Portable signs, other than as specifically authorized by this chapter.
- (12) ~~Beacons~~ ~~Beacons~~ ~~Search lights~~ or similar devices.

- (13) Vending machines, trash cans, or other outdoor devices which display a commercial message if the total area of the commercial message is more than two square feet in area.
- (14) Animated signs.
- (15) Awning signs.
- (16) Internally-illuminated signs, other than as specifically authorized by this chapter.
- (17) Marquee signs.
- (18) Bench signs.

No sign otherwise prohibited by this chapter shall be installed within a building in such a manner that it is visible from the public right-of-way.

(Ord. No. 891, § 1, 10-5-2006; Ord. No. 1016, § 1, 1-6-2011)

Sec. 66-6. Signs exempt from the ~~regulations-permit requirements~~ of this chapter.

The following signs are allowed in all zoning districts and shall be exempt from the requirement for obtaining a permit regulation under this chapter but shall nonetheless comply with all physical standards of this chapter:

- (1) Any public notice or warning required by a valid and applicable federal, state, or local law, regulation, or ordinance;
- (2) Any sign inside a building, not attached to a window or door, that is not legible from the exterior of the building or structure;
- ~~(3) Works of art that do not include a commercial message;~~
- ~~(4) Holiday lights and decorations with no commercial message;~~
- ~~(35)~~ Traffic control signs on private property, such as stop, yield, and similar signs, which meet state department of transportation standards and which contain no commercial message of any sort;
- ~~(46)~~ Address numerals that are affixed to a single family residential structure on the property, or to a mailbox on the property, that are no more than six inches in height, or address numerals that are affixed to a multi-family, commercial, office, or ~~industrial~~ residential structure on the property, or to a mailbox on the property, that are no more than 12 inches in height; and
- ~~(57) Signs pertaining to public safety, including but not limited to signs evidencing the presence of a security, or alarm system, on the property that are no more than one square foot in area, or signs indicating the presence of children in certain rooms of a structure in the event of a fire or other emergency.~~
- ~~(65)~~ Window decals measuring no more than ~~four~~sixteen inches square, limited to no more than two decals per premise per street frontage.
- ~~(66)~~ Standard informational signs. Standard informational signs may be erected in residential districts in accordance with the standards of section 66-13. Standard informational signs may be erected for multi-family residential districts and retail, commercial, office, or industrial districts in accordance with allowances for window signs.

- (77) Vacant or unimproved property. Each vacant or unimproved non-single-family residential lot may contain one sign not exceeding five feet in height and 32 square feet in sign area. Once construction begins on any such vacant or unimproved lot, the sign shall be removed.
- (88) Property under development. Each non-single-family residential lot under development may contain one sign not exceeding five feet in height and 32 square feet in sign area during the period of actual ~~construction~~ construction. Such sign shall be removed at the earlier of (1) issuance of a certificate of occupancy, or (2) application for a permanent monument sign.
- (9) State and Federally required signs. Each non-single-family residential lot under development may post signs required by State and or Federal requirements such that the size and height of the sign are the minimum size in order to satisfy said requirements.
- (99) Flags. No more than three flags are permitted on each zoning lot, provided that each such flag does not exceed five feet by eight feet on a lot zoned industrial, four feet by six feet on a lot zoned commercial, and three feet by five feet on a lot zoned to any other zoning classification under the city zoning ordinance.
- (100) Memorial signs or tablets. Memorial signs or tablets, names of buildings and date of erection are permitted when cut into any masonry surface or when constructed of bronze or other incombustible material.
- (111) Bulletin boards. A bulletin board not over 15 square feet in area for a public, charitable or religious institution is permitted when located on the premises of such institution and located in such manner as not to interfere with the vision of motorists.
- (122) Traffic control signs and devices. Signs and other traffic control devices meeting the specification of the Uniform Manual of Traffic Control Devices.
- (133) Utility signs. Signs of public utilities companies indicating danger or which serve as an aid to public safety or which show the location of underground facilities, or of public telephones are permitted.
- (Ord. No. 891, § 1, 10-5-2006; Ord. No. 1059, § 1, 5-9-2013)

~~(Ord. No. 891, § 1, 10-5-2006)~~

ARTICLE II. PERMITS AND PROCEDURES

Sec. 66-7. Permits and procedures.

- (a) Unless specifically exempted from obtaining a permit under provisions of this chapter, no person shall erect, construct, replace, relocate or structurally alter any sign within the city without first obtaining a sign permit from the city planner. No permit shall be required to repaint or change the lettering of an existing conforming sign, provided that no change of ownership of the entity displaying the message thereon has been made. A permit is not required for a change limited solely to the copy of an existing changeable copy sign, ~~for example, a change in the normal price or products offered on the premises.~~
- (b) A sign permit application and ~~appropriate~~ required application fee must be submitted for each sign being considered for approval. A separate sign permit application and associated fee must be submitted for each type of sign located on a project site (i.e., one permit for all monument signs, one permit for wall signs, one permit for directional signs, etc.).

Applications for permits shall be made upon forms provided by the city and shall contain or have attached thereto the following information:

- (1) Name, address and telephone number of the applicant.
 - (2) Address of building, structure, or lot to which or upon which the sign is to be attached or erected.
 - (3) One accurate drawing showing the position of the sign in relation to nearby buildings or structures, including other signs, driveways, parking areas, and any other limiting site features.
 - (4) One accurate drawing of the plans, specifications and method of construction and attachment of the sign to the building or ground. Such drawings shall include the size of the sign area, overall height of the sign, location of the sign installation and its relation to existing rights-of-way and all driveways, and, if a monument sign, any protective devices or landscaping around the base of the sign.
 - (5) Name, address and telephone numbers of person erecting the sign.
 - (6) Written consent of the owner, manager, leasing agent or lessee of the building or land to which or upon which the sign is to be erected.
 - (7) The location and size of all other signs on the lot upon which the sign is to be erected.
 - (8) The size of the lot on which the sign is to be erected and the length of the street frontage for the street to which the sign is oriented; or, if a wall sign, the overall length of the tenant space where the sign will be located.
 - (9) If the sign is to be lighted, an application for electrical permit meeting all standards of the city's electrical code.
 - (10) Such other information as the city shall require to show full compliance with this ~~and other ordinances of the city.~~
- (c) For signs shared by more than one person or entity, the owner or sign contractor shall secure a permit for the sign structure and the owner shall be responsible for the maintenance of the structure as well as for removal of individual sign panels ~~identifying uses utilized by businesses~~ which no longer exist within the building or buildings covered by the shared sign. In addition to the permit required for a shared sign structure, a separate permit shall be required for each panel, which shall be obtained by the owner, his tenant, an authorized agent, or the sign contractor.
- (d) Fees for permits shall be as fixed from time to time by the city council.
- (e) Upon the filing of an application for a permit and the payment of all necessary fees, the city planner shall examine all plans and specifications submitted and the premises upon which the sign is proposed to be erected. Such review shall be completed within 30 days of submission of a ~~completed~~ sign application. If it appears from review of the permit application and the site that the proposed sign is in compliance with the requirements of this chapter ~~and all other ordinances and laws of the city~~, the city planner shall issue a permit no later than 30 days from receipt of the completed application. The decision to issue the permit may be communicated by email to the applicant. If the city planner determines an application is incomplete or not in compliance with the requirements of this chapter, the city planner shall issue a denial letter within the same 30 day period as provided by subsection (g). Within the 30 day review period, the city planner may seek additional clarifications or modifications of the application that fail to meet current standards. Such communications may be by email, provided that a final determination of denial shall be made within 30 days from date of submission and shall be in accordance with subsection (g).
- (f) For those signs containing electrical components, the applicant must secure appropriate electrical permits from the city's building department and call for an inspection prior to illuminating the sign.

- (g) Denial of permit. The city shall deny permits to applicants who submit applications for signs that do not comply with the provisions of this chapter, are incomplete, or contain any false material statements. The city ~~may~~shall deny permits for master sign programs, or amendments to master sign programs, based upon the ~~architectural appearance of the program~~the failure of permit applications to conform to approved master sign programs for the development or to the standards of this chapter; such review, however, shall not include the content of the message(s) conveyed in the master sign program. Violation of any provision of this chapter will be grounds for terminating a permit granted by the city for the erection of a sign. Should it be determined that a sign permit was issued pursuant to an incomplete application or an application containing a false material statement, or that a permit has been erroneously issued in violation of this chapter, the city planner shall revoke the permit. Should the city planner deny a permit, the reasons for denial shall be stated in writing and mailed by ~~certified mail, return receipt requested~~first class mail to the address on the permit application on or before 30 days after the city received the application. Alternatively, the city may personally serve the sign applicant with a copy of the written notice of denial within 30 days after the city's receipt of the application. Any application denied and later resubmitted shall be deemed to have been submitted on the date of resubmission, instead of the date of the original submission.

No permit shall be ~~denied or~~ revoked, except for due cause as hereinafter defined, and after the applicant is given ten days written notice containing a statement of the reasons for the proposed ~~denial of the permit application or the~~ revocation of a permit. "Due cause" is the violation of any provision of this chapter, ~~or other applicable ordinances, state or federal law~~, or the submission of an incomplete application or an application containing false material statements.

- (h) Appeals. An individual whose permit application has been denied or a permittee whose permit has been revoked may appeal the decision to the city council, provided such appellant files a written notice of appeal with the city clerk within ten business days of the city planner's notice. Such appeal shall be considered by the city council at the next city council meeting held after the city's receipt of the written notice of appeal, provided that such notice of appeal is received a minimum of five business days before the next meeting. Appeal notices received within five days of a scheduled city council meeting shall be heard at the next available meeting more than five days following receipt of appeal. The city council's review and decision shall be based on all standards of this chapter. The city council shall issue a written decision to the applicant no later than 30 days following the close of the appeal hearing. Decisions of the city council to affirm the decision of the city planner or to overrule the decision of the city planner and grant or continue the permit for which appeal is taken shall be reduced to writing and served upon the applicant in the same manner as the original notice to deny or notice of revocation. Such decision shall constitute a final determination by the city.

In the event an applicant whose permit has been denied or a permit holder whose permit has been revoked is dissatisfied with the decision of the city council, such applicant or permit holder may appeal such decision via a petition for writ of certiorari to the superior court as provided by law.

- (i) ~~(i) Double permit fees. Any person commencing work on a sign before securing the necessary permit from the city planner shall be subject to double permit fees under the permit fee schedule.~~

- ~~(3) (i) Variances. Each sign shall comply with the provisions of the ordinance, unless a written request is filed and approved to waive this requirement. All variance procedures shall be held in strict conformance with the procedures for variances as set forth in Article XIII, Section 1302 of the city's zoning ordinance.~~

~~Variances from the regulations of this chapter 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 proposed 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~~
- ~~(3) Placement of the sign elsewhere on the lot would not remedy the visual obstruction;~~
- ~~(4) Such visibility obstruction was not created by the owner of the subject property; and~~
- ~~(5) The variance proposed would not create a safety hazard to vehicular traffic or pedestrians as determined by the city engineer.~~

~~Variances shall be limited to the minimum relief necessary to overcome the hardship. No variances shall be granted to allow a greater number of signs than would be allowed if the hardship did not exist.~~

~~Relief from the application of the provisions of this chapter by use of variances granted by the city council shall be granted only upon a finding of hardship as previously defined. Hearing on such variances shall be noticed using this same time frames and notice requirements as for variances from zoning decisions.~~

- ~~(j) Double permit fees. Any person commencing work on a sign before securing the necessary permit from the city planner shall be subject to double permit fees under the permit fee schedule.~~

~~(Ord. No. 891, § 1, 10-5-2006)~~

Sec. 66-8. Expiration of sign permit.

A sign permit shall become null and void if the sign for which the permit was issued has not been completed and installed within three months after the date the permit was issued. No refunds will be made of permit fees for permits that expire due to failure to erect a permitted sign; provided that where an applicant can demonstrate that a commercial entity was timely engaged to construct the permitted sign but the fabrication has not yet been completed, one 90-day extension may be granted by the city planner on the duration of the permit. Where a permit has expired for failure to erect the sign, if an individual later desires to erect a sign at the same location, a new application must be processed and another fee paid in accordance with the fee schedule in effect at the time of resubmission.

(Ord. No. 891, § 1, 10-5-2006)

Sec. 66-9. Display of permit.

The owner of the sign shall be responsible for maintaining the permit for every sign approved, erected or maintained for which a permit is required by this chapter. The city planner shall inspect each sign following its installation to ensure the sign is installed in accordance with the approved sign permit. Once it is determined the sign complies with said permit, a decal shall be affixed to the actual sign or to the entrance door of the place of business indicating the sign has been approved. The purpose of this decal shall be to notify city officers and employees that the sign complies with the provisions of this chapter and the approved sign permit application.

(Ord. No. 891, § 1, 10-5-2006)

Sec. 66-10. Compliance with technical codes and zoning.

All signs hereafter erected, replaced, reconstructed, altered, relocated or modified within the city shall conform with the physical requirements of the city's building code in effect on the date the application for a sign permit is submitted, the requirements of the National Electrical Code, and the requirements of all other applicable codes as adopted by the city. Where the provisions of the building or electrical code and this chapter conflict or

overlap, the most stringent requirement shall prevail and be controlling, provided that the provisions governing issuance, denial, or revocation of permits, appeals and variances set forth in this chapter are exclusive and no such permit, appeal or variance requirements found in a technical code shall apply within the city as to signs.

All signs hereafter erected, replaced, reconstructed, repaired, altered or relocated within the city shall conform to the zoning ordinance of the city. In the event of conflict between the provisions of this chapter and the zoning ordinance, the most stringent requirement provisions of this chapter shall prevail and be controlling.

(Ord. No. 891, § 1, 10-5-2006)

ARTICLE III. REGULATION OF SIGNS BY ZONING CLASSIFICATION

Sec. 66-11. Scope.

The sign standards by district in this section apply to all zoning districts within the city. The districts are defined by the zoning ordinance, appendix A to this Code, and referenced on the official zoning map of the city.

(Ord. No. 891, § 1, 10-5-2006)

Sec. 66-12. Public use, all districts.

A church, public school, community center, or other public institutional building shall be permitted one monument sign not exceeding 32 square feet in area and shall extend no more than five feet in height above the ground as described herein.

Banners shall be permitted for a period not to exceed 14 calendar days at any one time. Only one banner shall be permitted during a period of 120 days. The maximum size of a permitted banner shall not exceed 35 square feet. Banners shall be securely attached to a building façade or on a frame by attachment on opposite sides so as to preclude any movement of the banner after installation. Any banner erected to a frame shall not exceed a height of more than five feet. Banners shall not be attached to the roof of the structure, or above the parapet line of the structure.

(Ord. No. 891, § 1, 10-5-2006)

Sec. 66-13. Residential (R-1, R-10, R-12, R-15, R-22, R-43, GR, ER, VR, LUR).

Any developed residential property which is zoned other than multi-family residential may post only such signs as are authorized by this section and shall comply with the following requirements:

- (1) Standard informational signs. ~~Residential signs.~~ Such property may contain ~~not more than one residential sign~~ standard informational signs, the aggregate area of which ~~shall~~ may be not greater than 16 square feet. Any ~~standard informational monument~~ sign shall be five feet in height or shorter and shall be setback so that such sign is no closer than five feet from the curb or edge of pavement on streets with no curbing. Signs shall not project over the property lines.
- (2) Subdivision signs. In addition to any other signs authorized by this section, one single faced-sign, one double-faced sign, or two single-faced permanent signs may be permitted at the entrance to any residential subdivision ~~to identify the name of the subdivision~~, which shall not exceed 24 square feet each. Such sign may be located within the right-of-way or dedicated sign easement provided that such sign is no closer than five feet from the back of the curb or edge of pavement on streets with no curbing.

(3) Banners. Banners shall be permitted in all zoning districts of the city, and shall be permitted for a period not to exceed 14 calendar days at any one time. Only one banner shall be permitted for an individual tenant or business single lot during a period of 120 days. The maximum size of a permitted banner shall not exceed 35 square feet. Banners shall be securely attached to a building façade or on a building and maintain a seven-foot clearance between walking surface and bottom edge of the banner if placed over a walk surface a frame by attachment on opposite sides so as to preclude any movement of the banner after installation. Any banner erected to a frame shall not exceed a height of more than five feet. Banners shall not be attached to the roof of the structure, or above the parapet line of the structure. No banner utilizing a commercial message shall be allowed within a single-family residential district in the City.

(34) Any sign permitted under section 66-~~617~~.

(Ord. No. 891, § 1, 10-5-2006)

Sec. 66-14. Multi-family (GR, GR-6, GR-10, GR-12, GR-14, GR-15, LUR).

- (a) In multifamily residential districts, one ~~building identifier~~~~directory~~ sign per building shall be required, no larger than four square feet. Such sign shall indicate only the name, number, and/or address of the individual building. Each such sign shall be reflective, and shall be placed so that it is visible from the closest interior street or access drive adjacent to the structure.
- (b) One monument sign shall be permitted at each major entry, no larger than 24 square feet.
- (c) Any unit in which a sales or rental office is allowed shall be permitted one building sign not exceeding four square feet.
- (d) Window signs, provided that no more than one window per unit or residence shall be used to display window signs, and further provided that no commercial message is displayed on such window signs.

(e) One banner per multi-family development, meeting the standards of section 66-13(3).

(fe) Any sign permitted under section 66-17.

(Ord. No. 891, § 1, 10-5-2006)

Sec. 66-15. Retail, commercial, office or industrial (LC, GC, LUC, OI, LI, GI, LUI).

For properties which are zoned for any retail, commercial, office or industrial use, such properties may post only such signs as are authorized by this section. ~~All signs not expressly authorized by this section are prohibited on such properties.~~ Authorized signs shall comply with the following requirements:

- (1) Monument signs. Such property may contain one or more monument signs in accordance with the following:
 - a. Except for regulatory signs approved and erected by appropriate federal, state or local authorities, no signs shall be constructed, erected or maintained within a public right-of-way.
 - b. Only one monument sign per platted lot shall be allowed along the right-of-way, provided that for business premises fronting on more than one street, one monument sign shall be allowed along no more than two right-of-way frontages, which signs shall be separated a minimum of 200 feet.
 - c. All monument signs shall be located within a landscaped island with curb and gutter or within a landscaped area. No monument sign shall be permitted to encroach in a parking area to such

extent that the remaining parking spaces fail to meet the minimum standards of the zoning ordinance for off-street parking.

- d. The maximum sign area of any monument sign, inclusive of any border and trim, but excluding the base, apron, supports and other structural members shall be:
 1. On lots zoned for retail or commercial use with a single tenant, 35 square feet in sign area.
 2. On lots zoned for retail or commercial use with more than one tenant, including signs that are shared, 50 square feet in sign area.
 3. On lots zoned for office use, 35 square feet in sign area.
 4. On lots zoned for industrial use with a single tenant, 35 square feet in sign area.
 5. On lots zoned for industrial use with more than one tenant, including signs that are shared, 50 square feet in sign area.
- e. For lots that contain the retail sale of liquid fuel for vehicles, no more than 50% of the monument sign area may include digital numbers for the display of current rates. Content of the sign that is displayed through the use of digital numbers shall change no more than one time over a 24 hour period. Colors of the digital numbers shall be red or green in color only.
- (2) Drive thru lanes. Drive thru menu boards. In addition to any other monument signs authorized by this section, if such property contains a business premises 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 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 five feet in height. The location of the menu board additional sign on the lot shall be approved as a part of the site plan review process included as part of the application package for permit. Additionally, 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 serving the drive thru window. Internally illuminated screens may be used on the additional sign so long as light illuminating from the board shall not be visible from any public right-of-way or adjacent residentially-used lot.
- (3) Wall signs (retail and commercial zoning districts).
 - a. For a single tenant building and/ or multi-tenant building with less than 100 linear feet of building frontage, the aggregate total wall sign area for each tenant shall be limited to no more than one and one-half square feet per linear foot of building frontage. The maximum area of the wall sign for each tenant shall not exceed 100 square feet.
 - b. For a single tenant building and/ or a multi-tenant building with more than 100 linear feet of building frontage, the aggregate total wall sign area for each tenant shall be limited to no more than two and one-half square feet per linear foot of building frontage. The maximum size of the wall sign for each tenant shall not exceed 150 square feet.
- (4) Wall signs (office zoning districts).
 - a. For a single or multi-tenant office building, the aggregate total wall sign area shall be limited to one-half square feet per linear foot of building frontage to a maximum of 30 square feet.
 - b. Each tenant within a multi-tenant office building that has direct access from the exterior of the building into the actual tenant space may have one wall sign not to exceed ten square feet located immediately adjacent to or above the entrance to the tenant space.
 - c. In a multi-building office complex, each building may have one building identifier identification sign not exceeding five square feet.

(5) Wall signs (industrial zoning districts).

- a. For an industrial building occupied by a single tenant, the aggregate total wall sign area shall not exceed one-half square feet per linear foot of building frontage, ~~The maximum size of the wall sign for the building shall not exceed up to a maximum total~~ of 50 square feet.
- b. For a multi-tenant industrial building, each tenant shall be allowed one wall sign not to exceed 30 square feet. In a multi-building complex, each building may have ~~an identification~~ one building identifier sign not exceeding five square feet.
- c. For an industrial building with single-tenant or multi-tenant occupancy and more than 30,000 square feet of gross floor area, the aggregate total wall sign area shall not exceed one square foot per linear foot of building frontage, up to a maximum total of. ~~The maximum size of the wall sign shall not exceed~~ 150 feet.

~~For any industrial building located on a platted lot with frontage on two or more public streets, a total of two wall signs shall be permitted provided that the lot has entrances from more than one public street and that only one wall sign shall be permitted along each street frontage.~~

(6) Wall signs may be flat against the wall or pinned away from the wall, but in no case project more than 15 inches from the wall surface.

(7) For any building that is primarily used for retail and service commercial, office/institutional or industrial purposes, no part of a wall or building sign shall extend above the eave line or the top of a parapet on the wall to which it is attached.

(8) For any building that is primarily used for retail and service commercial purposes, no part of a wall sign shall be located more than 36 feet above the existing level of the ground. In addition, for any retail or service commercial buildings, no sign shall be installed on any wall over the level of the bottom of any second story window on that wall unless the building is a multi-tenant structure where tenants have direct access from their second floor space to the outside. This direct access must include outside walkways and stairways properly designed for public use.

(9) Signs may not cover or interrupt architectural features of a structure.

(10) Multi-frontage sites are calculated with one major frontage only. The building frontage shall be determined by using the address of the building.

(11) Multi-tenant building directory. Each development shall be permitted no more than one multi-tenant building directory for every 25,000 square feet of total building square footage per platted lot in accordance with the following conditions:

- a. Each directory may be two-sided and shall measure no greater than four feet in width and seven feet in height from finish grade to the top of the sign.
- b. The area of display on each directory shall measure no greater than three feet by six feet.
- c. A minimum of 50 percent of the total number of directories shall be located within 20 feet of the face of the building(s) on the subject property.
- d. Directories shall be located no closer than 200 feet from the nearest public street right-of-way and shall be oriented such that the directory graphics are not legible from off-site.
- e. Directories shall not be located within 400 linear feet of each other, as measured in a straight line between each directory.
- f. Directories shall not be located in such a manner that they obstruct established emergency access routes within a development.

- g. Each directory shall be placed within a landscaped island of no less than ten feet in width with curb and gutter.
 - h. Lighting shall be limited to indirect lighting only and shall not exceed two footcandles or less at any point on the directory. Internal illumination is prohibited.
 - i. Directory graphics, ~~including font types, letter sizes and color selections~~ shall be ~~reviewed, approved and~~ incorporated into the master sign program for each development.
- (12) Directional signs. In addition to any other signs authorized herein, any such property may contain not more than two directional signs per driveway entrance. Such signs are limited to no more than 24 inches in height and no more than two square feet in sign area.
- (13) Blade signs. Where blade signs are approved as a part of the overall sign program for a particular retail or commercial development, the blade sign shall not exceed six square feet in area and shall maintain a seven-foot clearance between finish grade and the bottom of the sign. Blade signs shall not be internally illuminated.
- (14) Master sign plan. All multiple-occupancy development complexes, such as shopping centers or planned industrial parks, ~~shall may~~ submit to the city planner a master sign plan prior to the issuance of new sign permits, which plan must comply with all provisions of this chapter. The master sign plan shall be designed by the applicant for the development for the purpose of ensuring coordinated signage throughout the development.

The master sign plan shall establish standards and criteria for all signs in the complex, which require permits and shall address, at a minimum, the following:

- a. Proposed sign locations.
- b. Approved materials and colors, including background colors and an acceptable palette of colors to stand out from the background.
- c. Type of illumination, including fixture specifications and wattage.
- d. Design of free standing and wall sign structures.
- e. Size.
- f. Quantity.
- g. Uniform standards for non-business signage, including directional and informational signs.
- h. Identification of delivery or rear access door by name and suite number.

~~Approval by the city planner shall apply only to the architectural elements, uniformity of size, color and placement of the master sign program. The review by the city planner shall not address the content of any sign within the master sign program. The city planner shall approve the master sign plan for a development if it complies in all respects with the standards of this chapter. Once approved, the master sign plan shall control signs erected within the development, subject to subsequent amendments to the master sign plan or future amendments to the sign code of the City.~~

All applications for sign permits for signage within a multiple-occupancy development complex shall comply with the master sign plan.

Any amendments to a master sign plan must be approved by the city planner and the property owner(s) within the development complex before such amendment will become effective. Approval by the city planner shall ~~apply only to the architectural elements, uniformity of size, color and placement of the master sign program~~ be determined on the basis of compliance with the standards of this chapter. ~~The review by the city planner shall not address the content of the master sign program.~~

It shall be the responsibility of the owner or leasing agent of the property to provide the occupant with a copy of the approved master sign plan.

The signing for new businesses within existing projects shall comply with the provisions of this chapter.

- (15) Banners. Banners shall be permitted in all retail, commercial, office and industrial zoning districts of the city, and shall be permitted for a period not to exceed 14 calendar days at any one time. Only one banner shall be permitted for an individual tenant or business during a period of 120 days. The maximum size of a permitted banner shall not exceed 35 square feet. Banners shall be securely attached to a building and maintain a seven-foot clearance between walking surface and bottom edge of the banner if placed over a walk surface. Banners shall not be attached to the roof of the structure, or above the parapet line of the structure. ~~Unless specifically permitted elsewhere in this chapter, no banner will be permitted off the premises.~~
- (16) Window signs. Except as otherwise provided in this chapter, window signs are allowed for each tenant within commercial zoning districts only (GC, LC, and LUC). Window signs are defined as any type of sign that is located on the interior of a business premises and is either attached to or is located within 48 inches of an exterior window, and is intended primarily to be viewed from the exterior of the premises. Window signs may be installed without a permit, but they must be installed in accordance with the provisions of this chapter.

Window signage applied directly to the window shall be limited to decal-type or direct adhesion graphics. No panels, boxes or other items mounted directly against the face of the window shall be allowed. ~~There shall be no background for window signage which obstructs view through the glass. Opaque signage shall be limited to the letter and/or graphics only.~~

~~The total square footage of all window signs shall not exceed 25 percent of the individual tenant's total window area exposed to public view, subject to the following conditions:~~

- a. Only half of the windows of the business premises may be used to display window signs; and
- b. No more than six windows shall be used to display window signs; and
- ~~c.~~ If the business premises has three windows or less, no more than two windows shall be used to display window signs.
- ~~d.~~ No more than 50 percent of an area of a window shall be used to display window signs, and no window sign shall extend from one window to another. As used in this section, the term "window" shall include only the glass portion of a window, and shall not include any frames or other non-glass portion of such window. Glass doors are to be considered windows for the purposes of administering this article.
- ~~e.~~ Temporary writing or graphics applied to the glass or window, such as by marker, paint or shoe polish, shall be prohibited.

(17) Any sign permitted under section 66-17.

- ~~(1718)~~ If a lot contains a mixture of commercial, industrial and/or residential uses, the signage requirements shall be based on the base zoning district in which the mixed-use development is located.

(Ord. No. 891, § 1, 10-5-2006; Ord. No. 1000, § 1, 5-20-2010; Ord. No. 1016, §§ 2, 3, 1-6-2011)

Sec. 66-16. Computation of sign area.

The following principles shall control the computation of sign area for monument and wall signs:

- (1) *Monument signs.* The area of a monument sign shall be computed as the area within the smallest rectangle enclosing the limits of the surface of a sign whereon the sign face or sign face modules may be placed, including all portions of a sign structure that provide a background for the sign face and are not intended to contain any message or idea and are purely structural or decorative in nature.

The supports or structure upon which the sign face is located shall not be included in determining the overall size of the monument sign unless they are designed in a manner to form an integral part of the display and the surface area of the frame that is parallel to the display is no greater than 100 percent of the area of the sign displayed, and provided that no part of the monument sign is higher than five feet.

Double-sided signs with parallel, opposing faces shall not exceed 18 inches in width as measured from sign face to sign face. Only one face of a double-faced sign and bearing identical copy shall be used to compute the overall sign area.

- (2) *Wall signs.* The area of a wall sign shall be computed as the area within the smallest rectangle enclosing the limits of the surface of a sign whereon the sign face or sign face modules may be placed, including all portions of a sign structure that provide a background for the sign face and are not intended to contain any message or idea and are purely structural or decorative in nature. Any open space contained within the limits of the rectangle delimiting the sign face, sign face module, or sign structure shall be included in the computation of the area of such sign face, sign face module, or sign structure.

- (3) *Computation of sign height.* 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:

- a. Existing grade prior to construction, or
- b. The newly established grade after construction, exclusive of any filling, berming, mounding, or excavating solely for the purpose of locating the sign.

In cases in which the normal grade cannot reasonably be determined, sign height shall be computed on the assumption that the elevation of the normal grade at the base of the sign is equal to the elevation of the nearest point of the crown of a public street or the grade of the land at the principal entrance to the principal structure on the zoned lot, whichever is lower.

The maximum height of monument signs shall be no greater than five feet.

(Ord. No. 891, § 1, 10-5-2006)

~~Sec. 66-17. Signs permitted in all districts without approval.~~

~~In addition to any other signs permitted under this chapter, the following signs may be erected without a sign permit, subject to the following:~~

- ~~(1) Real estate signs. Real estate signs which indicate the sale, rental or lease of the property are permitted, provided such signs are located on the property, are at least five feet from the paved portion of any street or driveway, and are no more than five feet above ground level. Only one real estate sign per property is permitted.~~
 - ~~a. In residential zoning districts, the maximum size is six square feet, and the sign must be removed no later than seven days after closing of sale, rental or lease of the property.~~
 - ~~b. In all other zoning districts, the maximum size is 32 square feet; and the sign must be removed no later than seven days after closing of sale, rental or lease of the property.~~

- (2) ~~Construction signs. Construction signs are permitted in all districts subject to the following:~~
 - a. ~~Signs can be no more than five feet in height and are limited to one sign for each site. The sign may be erected after a building permit has been issued for the site and work is in progress; this sign shall be confined to the site of construction. Construction signs shall be used to identify the name of the project, architect, engineers, contractors, and other individuals or firms involved with the construction.~~
 - b. ~~In single-family residential zones, the maximum size is six square feet; and the sign must be removed no later than seven days after issuance of an occupancy permit by the city (in no case more than two years).~~
 - c. ~~The sign must be removed when the builder places property for sale or not later than seven days after the closing of the sale.~~
 - d. ~~In all other zoning districts, the maximum size is 32 square feet; and the sign must be removed no later than seven days after issuance of an occupancy permit by the city (in no case more than two years).~~
- (3) ~~Vacant or unimproved property. Each vacant or unimproved lot shall be allowed to have one real estate sign, the size of which shall comply to the provisions set forth above. Such signs shall not exceed five feet in height. Once construction begins on any such vacant or unimproved lot, such signs shall be removed and the provisions regarding construction signs set forth above shall be applicable.~~
- (4) ~~Flags. No more than three flags are permitted on each zoning lot, provided that each such flag does not exceed five feet by eight feet on a lot zoned industrial, four feet by six feet on a lot zoned commercial, and three feet by five feet on a lot zoned to any other zoning classification under the city zoning ordinance.~~
- (5) ~~Memorial signs or tablets. Memorial signs or tablets, names of buildings and date of erection are permitted when cut into any masonry surface or when constructed of bronze or other incombustible material.~~
- (6) ~~Bulletin boards. A bulletin board not over 15 square feet in area for a public, charitable or religious institution is permitted when located on the premises of such institution and located in such manner as not to interfere with the vision of motorists.~~
- (7) ~~Municipal graphics. Traffic or other municipal street graphics such as railroad crossing signs, legal notices and such temporary emergency signs may be required by the city council.~~
- (8) ~~Utility signs. Signs of public utilities companies indicating danger or which serve as an aid to public safety or which show the location of underground facilities, or of public telephones are permitted.~~
- (9) ~~Directional, informational, public service signs. Directional, informational or public service signs erected for the convenience of the public, not identifying any commercial or public entity, are permitted.~~
- (10) ~~Signs regulating use of property. No trespassing signs or other such signs regulating the use of property such as no hunting, no fishing, etc., of no more than two square feet in area are permitted.~~
- (11) ~~Unless otherwise described in this chapter, and in addition to other signs authorized by this chapter including political signs as per subsection 66-6(h), temporary signs shall be permitted regardless of the message conveyed on each temporary sign, subject to the following:~~
 - (1) ~~Each temporary sign cannot exceed 16 square feet in area on residential-zoned property, and cannot exceed 32 square feet on all non-residential zoned property.~~
 - (2) ~~Each temporary sign cannot exceed five feet in height.~~
 - (3) ~~One temporary sign per lot shall be permitted provided, however, that an unlimited number of political signs are allowed.~~

- ~~(4) Each temporary sign shall have a date written thereon indicating the date the sign was installed. Any sign that is installed without a date shall be removed.~~
- ~~(5) Temporary signs shall not be displayed for more than 30 consecutive calendar days at any one time provided that no more than six temporary signs are located on a zoning lot during a calendar year, and that no less than 30 days passes between the display of subsequent temporary signs.~~
- ~~(6) The time limits established in paragraphs (4) and (5) above shall not apply to political signs.~~

~~(Ord. No. 891, § 1, 10-5-2006; Ord. No. 1059, § 1, 5-9-2013)~~

Sec. 66-178. Signs permitted within the public right-of-way.

~~(a)(a)~~ No signs shall be allowed in the public rights-of-way, private rights-of-way and/or railroad rights-of-way except ~~as otherwise provided in this chapter and as follows:~~ for the following:

- ~~(1) Temporary signs shall be permitted in all zoning districts.~~ Signs and warning devices meeting the standards of the Uniform Manual of Traffic Control Devices.
- ~~(2) Temporary signs shall be freestanding and not attached to any building, post or structure other than those approved within this chapter.~~ Signs of a public nature erected by the governmental authority in control of the public right-of-way.
- ~~(3) All signs permitted within city-owned right-of-way shall be brown and buff in color, and printed on a surface no larger than 12 inches in height and 15 inches in width. Signs may be posted on a stake or stand so as not to exceed a total height of 36 inches from finish grade to the top of the sign.~~ Pole markings on utility poles maintained by the owner of such poles for the purpose of identification.
- ~~(4) All permitted temporary signs shall be placed a minimum of five feet and a maximum of ten feet from the edge of pavement or back of curb, within 50 feet of the intersection of a street, and shall not obstruct vehicular, pedestrian or golf cart traffic in any manner. For purposes of this chapter, the right-of-way shall be considered approximately ten feet behind the edge of pavement or back of curb.~~ Railroad signs and markings, including warning devices, meeting state and federal standards.
- ~~(5) Permitted temporary signs shall not be placed within any median strip, along the rights-of-way of State Routes 54 or 74, or within the right-of-way of any street within 200 feet of any intersection with State Highway Routes 54 and 74.~~

~~(b) Signs permitted—permit required. Temporary signs within the public right-of-way shall be allowed only by permit approved by the city except as specified in subsection (c). Such application shall be submitted on the form provided by the city planner or his designated official. The size, height, color, location, and period of display for all temporary signs associated with a single event shall be stipulated upon each application.~~

~~The city planner shall review each request and may issue a temporary sign permit consistent with the following regulations:~~

- ~~(1) Temporary signs shall be limited to city-recognized holidays and/or functions, charitable events, baby announcements, graduation announcements, lost pet signs or any other message a property owner wishes to display provided that no commercial message or logo is displayed.~~
- ~~(2) Signs for special events sponsored by the city, community groups or civic clubs for public events or public celebrations may be permitted. Such signs shall be approved on an individual basis as to size, height, color, location and period of display.~~
- ~~(3) Tethered hot air balloons, other inflatable objects, spinners and banners attached to temporary signs are not permitted.~~

- ~~(4) Signs for filming activities may be permitted. Such signs shall be approved on an individual basis as to color, location and period of display.~~
- ~~(c) Signs permitted—exempt from permit. The following temporary signs shall be exempt from filing an application, provided that such signs comply with the following:~~
 - ~~(1) *Public signs.* 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) *Informational signs.* Informational signs of public utility regarding its poles, lines, pipes, or facilities; and~~
 - ~~(3) *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.~~
 - ~~(4) *Yard and/or garage sale signs.*~~
 - ~~a. Each sign shall be acquired at city hall.~~
 - ~~b. Each sign shall include the date(s) of the sale and the street address.~~
 - ~~c. No additional writing is permitted on the sign.~~
 - ~~d. Signs may be placed the evening prior to the sale (after 5:00 p.m.) and must be removed on the last registered date of the sale upon completion of the sale.~~
 - ~~(5) *Real estate directional signs.*~~
 - ~~a. Each sign shall be brown with buff lettering, as available from local sign and hardware stores. A sample of the approved sign design shall be available at city hall.~~
 - ~~b. Phrasing shall be limited to "Home for Sale", "For Sale by Owner", "Estate Sale", "Home for Rent", "Home for Lease" or "Open House" in buff letters on a brown background with an associated directional arrow.~~
 - ~~c. No additional writing is permitted on the sign.~~
 - ~~(6) *Non-commercial speech, including but not limited to political signs.*~~
 - ~~a. Signs shall conform in appearance and placement as specified above.~~
 - ~~b. Each sign shall be acquired at city hall or approved by the city planner as to appearance and placement, but not as to content, prior to installation.~~
- ~~(e) Duration of signs. All signs in the public right-of-way shall have a date written thereon indicating the date that the sign was installed. No sign shall be displayed for more than 14 days. Any sign that is installed without a date shall be removed.~~
- (b)f Forfeiture of signs. 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. This cost shall be the same as that established by city council for a sign permit application submittal fee.

(Ord. No. 891, § 1, 10-5-2006; Ord. No. 1028, § 1, 5-19-2011)

Sec. 66-189. Temporary Special events permits.

- (a) In addition to signs otherwise permitted in this chapter, properties in commercial, office and industrial districts wishing to erect ~~special event~~temporary signs and devices including portable signs and spectacular signs and devices, may do so only by obtaining a permit under the following conditions and requirements:
- (1) Application. Prior to display of a temporary special event sign, an application for a permit shall be filed with the city planner. One permit shall be issued to cover all signs and devices during the period of permit coverage. Handling of permit requests shall conform to section 66-7. All signs and devices to be covered by the permit shall be specifically described as to their construction and/ or composition and location on the business premises.
 - (2) Size. Banners ~~erected for temporary use for special events~~ shall not exceed 35 square feet and shall comply with the regulations of this chapter. The maximum size for the total of all ~~special event~~temporary signs shall not exceed 72 square feet.
 - (3) Number of permits. The maximum number of temporary special event permits to be issued to a single premise in a business, office or industrial district shall be four per year. Each permit shall be issued for no more than seven consecutive calendar days.
 - ~~(4) In considering an application for a special event signs, the city planner shall only consider the size of signs and number of permits issued, and shall not consider the content of the signs.~~
- (b) Except as modified by this Section all temporary special event signs or devices must comply with all other applicable regulations and conditions set forth in this chapter governing their usage.

(Ord. No. 891, § 1, 10-5-2006)

Sec. 66-1920. Noncommercial message permitted on all signs.

Any sign otherwise permitted by this chapter 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.

(Ord. No. 891, § 1, 10-5-2006)

Sec. 66-201. Maximum size and height of signs.

- (a) No freestanding or monument sign shall be ~~permitted erected~~ within the city ~~that~~which exceeds the size ~~of 16 square feet in residential zoning districts and 50 square feet in commercial and industrial zoning districts.~~
- (b) No freestanding or monument sign shall be ~~erected~~permitted within the city ~~that~~which exceeds five feet in height from finish grade to the top of the sign.
- (c) No wall sign shall be erected in the city that exceeds the allowable sign limits for the district in which the sign is located.

(Ord. No. 891, § 1, 10-5-2006)

ARTICLE IV. NON-CONFORMING SIGNS

Sec. 66-212. Non-conforming signs.

- (a) Signs that, on the effective date of this chapter, were approved and legally erected under previous sign restrictions, and became or have become non-conforming with respect to the requirements of this chapter, may continue in existence subject to the following provisions:
 - (1) No increase in size of the non-conforming sign shall be permitted.
 - (2) Existing signs which were legally erected and which have become non-conforming and do not meet the setback requirements of this chapter due to road widening may be moved to meet the setback requirement of this chapter but shall not be increased in size, shape or changed in any manner except as to become conforming.
- (b) In all zoning districts, signs which were:
 - (1) Illegally erected or maintained with respect to prior ordinances;
 - (2) Made of paper, cloth or non-durable materials (except standard informational signs); or
 - (3) Located in the public right-of-way (~~except as permitted by this chapter~~) shall be prohibited and shall be removed by the owner.
- (c) Upon failure to comply with any requirement of this section, the city planner may cause the removal of such sign at the expense of the owner.
- (d) A non-conforming sign shall not be replaced by another non-conforming sign, except that the substitution or interchange of poster panels, painted boards or de-mountable material on non-conforming signs shall be permitted.
- (e) Minor repairs and maintenance of non-conforming signs such as electrical repairs or lettering repair shall be allowed. However, no structural repairs or changes in the size or shape of the sign shall be permitted except to make the sign comply with the requirements of this chapter; provided that signs damaged by fire or act of God may be restored to their original condition.
- (f) The code enforcement officer shall be responsible for enforcement of the provisions of this section. Notices of violation shall be provided to the sign owner in accordance with the requirements herein.

(Ord. No. 891, § 1, 10-5-2006)

ARTICLE V. ENFORCEMENT AND SIGN REMOVAL PROCEDURES

Sec. 66-232. Inspection.

The city planner or code enforcement officer or other designated city officials shall periodically inspect each permanent and temporary conforming and non-conforming sign for the purpose of ascertaining whether the same is secure or insecure, whether it is in compliance with the requirements of this chapter and whether it is in need of repair.

In addition to these inspections, the city planner or code enforcement officer shall cause to be removed any sign that falls under the following classifications:

- (1) *Traffic hazards.* Any sign constituting a traffic hazard or a menace to the motoring public or pedestrians, as determined by the city planner or code enforcement officer in consultation with the chief of police, shall be removed as provided herein.

- (2) *General maintenance.* Every sign, including those signs for which permits are required and those for which no permits or permit fees are required shall be maintained in a safe, presentable and good structural condition at all times. The sign owner shall be responsible for repair or replacement of defective parts, painting, repainting, cleaning and other acts required for the maintenance of the sign. If the sign is not made to comply with adequate safety and maintenance standards, the city planner or code enforcement officer shall require its removal in accordance herein.
- (3) *Abandoned signs.* Except as otherwise provided in this chapter, any sign that is located on property that becomes vacant and unoccupied for a period of one month or longer, including any tenant in a multi-tenant commercial, office, or industrial structure, or any sign which pertains to a time, event or purpose which no longer applies, shall be deemed to have been abandoned. Permanent signs applicable to a business temporarily suspended because of a change of ownership or management of such business shall not be deemed abandoned unless the property remains vacant for a period of six months or more. Sign panels from abandoned signs shall be removed by the owner of the premises on which the sign is located within the time frame specified in this Subsection. The supporting structure of an abandoned sign shall be subject to the non-conforming use provisions herein.
- (4) *Dangerous or defective signs.* No person shall maintain or permit to be maintained on any premises owned or controlled by that person any sign that is in a dangerous or defective condition. Any such sign shall be removed or repaired by the owner of the premises or owner of the sign. Upon failure of the owner to remove or repair a dangerous or defective sign, the city planner or code enforcement officer shall proceed as described herein.
- (5) *Unlawful signs.* No person shall erect or permit to be erected any sign that does not comply with the provisions of this chapter.

The city planner or code enforcement officer shall prepare a written notice that shall describe the sign and specify the violation involved. The notice shall state that if the sign is not removed or the violation is not corrected within ten business days, the sign shall be removed in accordance with the provisions of this section.

All notices by the city planner or code enforcement officer shall be personally served or sent by certified mail, return receipt requested. Any time periods provided in this section shall be deemed to commence on the date received if hand delivered or otherwise on the date delivered as shown upon the return receipt of the U.S. Postal Service.

The notice shall be mailed to the owner of the property on which the sign is located, the owner of the sign, and the occupant of the property. If any such person is unknown or cannot be found, notice shall be mailed to such person's last known address, if any, and posted on the sign or on the premises.

Any person having an interest in the sign or the property may appeal the determination of the city planner or code enforcement officer ordering removal or compliance by filing a written notice of appeal with the city council within ten business days after receipt of the notice. Appeals will be handled as provided in section 66-7.

If the person to whom notice is directed fails to take corrective action within the time period prescribed, or if on appeal the city council affirms the decision of the city planner or code enforcement officer and the person fails to take corrective action or remove the offending sign within the time period prescribed, then the city planner or code enforcement officer shall proceed to have the sign removed or corrected to bring such sign into compliance with this chapter or to remove any unsafe condition.

When it is determined by the city planner or code enforcement officer that the sign would cause imminent danger to the public safety and contact cannot be made with the sign owner or building owner, no written notice shall have to be served prior to removal. In such emergency situation, the city planner or code enforcement officer shall document the unsafe condition and may correct the danger, with all costs being charged to the sign owner or the property owner.

If it shall be necessary for the city planner or code enforcement officer to remove the sign pursuant to the provisions of this section, and it should be practicable to sell or salvage any material derived in the removal, the city planner or code enforcement officer may sell or salvage any material derived in the removal. He may sell the same at public or private sale at the best price obtainable and keep an account of the proceeds thereof. Such proceeds, if any, shall be used to offset the cost of removal to be charged to the sign owner or property owner. Any proceeds in excess of the cost of removal shall be returned to the sign owner, if known or if unknown, shall be deposited in the city treasury and maintained for benefit of the owner for a period of three years. At the end of three years, all unclaimed proceeds shall become the property the city. Where the proceeds derived from such sale are less than the costs of removal, such deficiency shall constitute a lien against the property on which the sign is located. Such lien shall be collectable in the same manner as city property taxes.

Any sign removed by the city planner or code enforcement officer pursuant to the provisions of this section shall become the property of the city and may be disposed of in any manner deemed appropriate by the city. The cost of removal of the sign by the city shall constitute a lien against the property and shall be recoverable in the same manner as city property taxes. The cost of removable shall include any and all incidental expenses incurred by the city in connection with the sign removal.

(Ord. No. 891, § 1, 10-5-2006)

Sec. 66-234. Violations.

Any of the following shall be a violation of this chapter and shall be subject to the enforcement remedies and penalties provided within section 1-11 of this Code:

- (1) To install, create, or erect any sign requiring a permit without such a permit being obtained;
- (2) 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 sign is located;
- (3) To install, cause to be installed, or fail to remove any sign that is installed, created, or erected in violation of this chapter, or for which the building permit for such sign has lapsed; or
- (4) To continue any such violation. Each such day of a continued violation shall be considered a separate violation when applying the penalty portions of this chapter.

(Ord. No. 891, § 1, 10-5-2006)

Sec. 66-254. Notice of violation.

Illegal 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 ~~chapter~~article, the city planner 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 permit has not been obtained and the owner is not known, affixing a copy of the notice to the sign, sign structure or building for a period of ten days shall be sufficient.

(Ord. No. 891, § 1, 10-5-2006)

Section 66-25. Variances.

- ~~(i) Variances. Each sign shall comply with the provisions of the ordinance, unless a written request is filed and approved to waive this requirement. All variance procedures shall be held in strict conformance with the procedures for variances as set forth in Article XIII, Section 1302 of the city's zoning ordinance. In cases of exceptional hardship, a person may apply for a variance to the standards of this chapter. Variances~~

Variances from the regulations of this chapter 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
- (12) Where visibility of a conforming sign from the proposed 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
- (23) Placement of the sign elsewhere on the lot would not remedy the visual obstruction; and
- (34) Such visibility obstruction was not created by the owner of the subject property; and
- (45) The variance proposed would not create a safety hazard to vehicular traffic or pedestrians as determined by the city engineer.

Variances shall be limited to the minimum relief necessary to overcome the hardship. No variances shall be granted to allow a greater number of signs than would be allowed if the hardship did not exist.

Relief from the application of the provisions of this chapter by use of variances granted by the city council shall be granted only upon a finding of hardship as previously defined. Hearing on such variances shall be noticed using this same time frames and notice requirements as for variances from zoning decisions. At the conclusion of the hearing, Council shall vote on each applicable finding. No variance shall be granted unless each and every standard set out in paragraphs (1) through (4) of this section are met.

(j) Double permit fees. Any person commencing work on a sign before securing the necessary permit from the city planner shall be subject to double permit fees under the permit fee schedule.

(Ord. No. 891, § 1, 10-5-2006)