

Mayor and Council

700 Doug Davis Drive
Hapeville, GA 30354

March 15, 2016

Agenda
6:00PM

1. Call To Order

2. Roll Call

Mayor Alan Hallman
Alderman at Large Ruth Barr
Councilman at Large Michael Randman
Councilman Ward I Joshua Powell
Councilman Ward II Diane Dimmick

3. Presentations

3.I. Employee Recognition

3.II. Sharing Our Stories Presentation - David Burt

4. Public Comments On Agenda Items

The public is encouraged to communicate their questions, concerns, and suggestions during Public Comments, however, State Statute prohibits the City Council from discussing an item that is not on the agenda. The Council does listen to your concerns and will have Staff follow-up on any questions you raise. Any and all comments should be addressed to the Governing Body, not to the general public and delivered in a civil manner in keeping with common courtesy and decorum.

5. Consent Agenda

5.I. Consideration And Action To Enter Into An Agreement To Accept Grant Funding From Bright From The Start Program To Provide Lunch To Summer Camp.

Background:

"Bright From The Start" is a program offered through the State of Georgia. It enables us to serve a hot meal during breakfast and lunch to our Busy Bee Summer Camp as well as community children ages 5 – 18. This is a grant for approx. \$16,000.00 non – matching grant that we have received for several years.

Should you have any questions, please contact the City Manager or Tod Nichols, Recreation Department Director.

5.II. Consideration And Action To Enter Into Agreement To Accept Funding And Grant Requirements From The Atlanta Regional Commission For The Sharing Our Stories Project And To Authorize The Mayor To Sign All Necessary Document Pending Legal Review.

Background:

The City of Hapeville was awarded a \$15,000 grant from the Atlanta Regional Commission in support of the "Sharing Our Stories" project. The project celebrates the history of the City by gathering the oral histories of current and former residents of

Hapeville and creating a call for artists to create works of art that represent one or more of these oral histories to be installed on public property in Hapeville's downtown arts district. The project is a joint project supported by the City and the Main Street Program (providing a \$20,000. budgeted match), the Hapeville Arts Alliance (providing a \$5,000 match) and the Hapeville Historical Society (providing in kind project services).

The presentation and project update will be provided by David Burt, Economic Development Consultant and project lead. The presentation will include the project funding and implementation timeline overview and the proposed upcoming Call for Artists process including the potential installation sites for Council discussion.

Documents: [HAPEVILLE ARC PUBLIC ART MOA - FINAL\[1\].PDF](#)

6. Old Business

6.I. Consideration And Action On Ordinance 2016-06 Alcohol Beverage

Background:

Council directed staff at the meeting of February 16, 2016 to bring forward some ideas/options for "temporary" relief corrections in the City Alcohol Code. Specifically, such provisions were for addressing concerns being raised by businesses operating closely with the new microbrewery. This is needed quickly due to rapid changes in the microbrewery and beer growler industry. The temporary relief provisions are to be considered for addressing changing market conditions while Council further considers more comprehensive changes/corrections to the City's overall Alcohol Code.

On February 16, 2016 Council passed on first reading the attached Alcohol Ordinances to address issues raised by business connected with the new microbrewery. The Ordinances are now ready for second reading and final approval.

Documents: [TEMPORARY ALCOHOL ORDINANCE AMENDMENTS.PDF](#)

6.II. Discussion Of Building Collapse

Update on 597 N. Central (Building Collapse)

The City has been in negotiations with the Insurance carriers regarding this matter. The City Attorney and City Manager will be prepared to provide an update on this issue and speak to next steps in the process of the building re-design.

7. New Business

7.I. Board Appointments

- Clean & Beautiful Commission

7.II. Discussion And Consideration Of Dearborn Plaza Master Plan

Background

As you know, the Development Authority has purchased various lots to develop projects that will enhance the City and add badly needed tax base. Staff has been working on plans to Master Plan the Dearborn Plaza properties for this purpose. We are proposing Council authorize the City Manager to continue finalizing master plans that will facilitate and encourage the development of the Dearborn Plaza project. The master plan would involve jointly locating a dumpster area to be used by multiple tenants and organizing storm water facilities that would lower development costs and maximize the highest and best use of this property.

Staff would like Council approval to finalize plans, develop costs and bring back the

appropriate agreements assigning the "pro-rata fair share" costs for organizing, planning and developing the common dumpster area and master storm water facility.

Attached is the information provided to date for the City Planning Commission.

For additional Information contact the City Manager.

Documents: [DEARBORN PLAZA SUBDIVISION APPLICATION.PDF](#), [DEARBORN PLAZA SITE PLAN APPLICATION.PDF](#)

7.III. Discussion Of T-SPLOST

Background:

The Mayor's of Fulton County met recently to discuss the T-SPLOST process. The Mayor and City Manager will provide the Council with an update on this issue. Attached is the latest "straw man first rough draft" of the initial proposed funding list should the T-SPLOST initiative move forward for voters approval. Public comments will be taken at the appropriate time before the list is finalized.

For further information, please contact the City Manager or Mayor Hallman.

Documents: [T SPLOST PROJECT LIST.PDF](#)

7.IV. Consideration And Action To Enter Into An Agreement With Go Georgia Arts Mural Grant In An Amount Of \$2,000.00 To Paint A Mural Commemorating The 125th Birthday.

Background:

The attached request is from John Christian with Go Georgia Arts. John has recently moved to Hapeville where he grew up and wants to assist Hapeville in it's goal to become known for the Arts.

As you know, the City celebrates it's 125th Anniversary this year. Although our budget is tight for various activities to commemorate this occasion; we have an opportunity to receive a small grant to paint a community mural. The match for the grant would only be \$2,000. Drafts for the design could be done by Mr. Christian and the City via Mainstreet or other local Arts groups could help us select the final design for the mural which would commemorate our 125th anniversary. According to Mr. Christian, community volunteers could then be used to paint the design together (under his leadership) on a location chosen by the City. The City Manager's Office would like to recommend that we strongly consider this unique opportunity as it would celebrate our past and brings the community together for a common cause.

The attached material provides additional information about the Go-Georgia Arts opportunity. Mr. Christian would like to make a brief presentation to the City Council as part of our meeting.

Staff recommends we apply for the grant and that we convene the 125th Anniversary Committee to work through the details. Thus far, that committee is made up of the Mayor, the City Manager and Charlotte Rentz. Council is welcome to appoint 1-2 additional members if you so desire we are aware of other volunteers.

For additional information, please contact the City Manager's Office.

Documents: [MURAL GRANT OFFER PROGRAM.PDF](#)

7.V. Consideration And Action To Enter Into An Agreement With FireLine, Inc. To Purchase A Fire Apparatus In The Amount Of \$1,010,796.00.

Background:

The City Attorney's Office has drafted the attached agreement to finalize the terms and conditions of purchase for the Ladder Truck with FireLine Inc. This document is designed to protect the City's interests and ensure the vehicle is delivered promptly with all warranties in tact and clear title.

FireLine has reviewed the document and concurs with the terms drafted by the City.

Should you have any additional questions please contact the City Manager or City Attorney.

Documents: [FIRE TRUCK PURCHASE AGREEMENT.PDF](#), [FIRE APPARATUS AGREEMENT EXHIBITS.PDF](#)

- 7.VI. Consideration And Action To Enter Into An Agreement With US BankCorp For A Lease Purchase Of A E-One Aerial Platform Fire Truck In The Amount Of \$1,010,796 And To Authorize The Mayor To Sign All Necessary Documents Pending Legal Review.

Background:

The Fire Department is seeking to replace our 1986 aerial truck with a 2016 E-One 95ft mid mount aerial platform. Council waived formal written bid procedures at the March 1, 2016 Mayor and Council Meeting. The Fire Department has sought competitive quotes from 4 different vendors: E-One, Ferrara, Pierce, and Sutphen. E-One was the lowest quote and met the needs and performance specifications outlined by the City. Council reviewed this information and selected the 14 year term at 2.66 % interest with the annual payment of \$85,674.81.

Attached are the documents required to fully execute the lease purchase transaction and take delivery of the ladder truck in the next few weeks with all warranties provided.

For additional information contact the City Manager or Fire Chief Tommy Morris.

Documents: [APPRATUS INFORMATION.PDF](#), [FINANCE PROPOSAL 1 FIRE TRUCK.PDF](#)

- 7.VII. 1st Reading Ordinance 2016-08 Signs

Background:

Content-Driven Sign Ordinance Amendments

The City Attorney, City Planner and I have generated amendments to the Sign Ordinance in response to recent Supreme Court decisions and the potential for legal challenge to the City's ordinance based on regulation of content. The City Attorney has also performed an exhaustive review of the entire ordinance to increase the rigor of various ordinance provisions. No substantive changes are proposed, beyond those involving content regulation. In other words, such standards as concern sign size, height, number, location and lighting remain largely unchanged. The Sign Ordinance has been amended a number of times in recent years. Staff believes this latest amendment will better align the ordinance with the First Amendment to the United States Constitution which protects free speech. The amendments are critical to fending off potential challenges to the Hapeville Sign Ordinance.

For additional information contact the City Manager's Office.

Documents: [COVER ORDINANCE AND CONTENT - HAPEVILLE.PDF](#), [SIGN COMPARISON CHART-SIGNS.PDF](#), [SIGN COVER ORDINANCE AND CONTENT - HAPEVILLE.PDF](#)

7.VIII. 1st Reading Ordinance 2016-11 Budget Amendment Fire Truck

Background:

Council authorized staff on March 1, 2016 to proceed with the lease purchase of the new Fire Ladder vehicle from E-1. The attached budget amendment moves the funding for this lease purchase from the Special District account (that has been collecting these dollars) to operating accounts to pay for the new Fire Ladder equipment.

Documents: [ORDINANCE TO AMEND BUDGET 2016 FIRE TRUCK.PDF](#)

7.IX. 1st Reading Ordinance 2016-12 Zoning Map

Background:

Staff has researched and determined with the assistance of the City Attorney's Office that the most recent adoption of the Official Zoning Map of the City occurred on December 2, 2008. Such maps should be re-adopted annually as standard practice.

The zoning map is an essential element of the zoning ordinance as it is the record of property rights and limitations. As such, this map should reflect recent zoning decisions. Property rezonings that may occur during the course of the year can be noted on the map and designated for individual properties upon re-adoption.

The map updates all significant actions taken by the City since the last adoption in 2008. The map is being created and will be available early next week and will be available during the first reading of the ordinance. The second and final reading for this updated map is scheduled for a Public hearing on April 5, 2016.

Documents: [ZONING MAP READOPTION ORDINANCE.PDF](#), [RE-ADOPTION OF OFFICIAL ZONING MAP MARCH 10 2016 FILE.PDF](#), [OFFICIAL ZONING MAP 12-02-2008.PDF](#)

8. City Manager Report

9. Update By Department

- Recreation
- Economic Development
- Planning & Zoning Consultant
- Fire
- City Clerk
- Finance
- Community Services
- Police
- Legal
- Economic Development Consultant

10. Public Comments

At this time, the Chairperson opens the floor to comments from the audience. Comments should relate to a specific agenda item, not listed on the agenda for a Public Hearing, or to a concern within the jurisdiction of the City. Mayor and Council meetings

serve the purpose of conducting city business and are not a forum for the unlimited expression of opinion. The Chairperson reserves the right to limit comments to matters germane to city business and may refer speakers to the City Manager or other staff for resolution.

11. Mayor And Council Comments

12. Executive Session

- Personnel Matters
- Acquisition/disposal of Real Estate
- Pending or potential litigation

13. Adjourn

Public involvement and citizen engagement is welcome as Hapeville operates a very open, accessible and transparent government. We do however remind our attendees/residents that there are times allocated for public comments on the agenda. In order for council to conduct their necessary business at each meeting, we respectfully ask that side-bar conversations and comments be reserved for the appropriate time during the meeting. This will allow the City Council to conduct the business at hand and afford our meeting attendees ample time for comments at the appropriate time during the meeting.

MEMORANDUM OF AGREEMENT

Among the

**Atlanta Regional Commission
Community Foundation for Greater Atlanta
Atlanta Regional Public Art Program Grant Recipient - _____**

For the Atlanta Regional Public Art Grant Project

This Memorandum of Agreement (MOA) deals with the respective roles and responsibilities, criteria and procedures to be implemented by the parties hereto for the planning, development, and installation of public art in the Metro Atlanta area in conformance with the laws of the State of Georgia and applicable federal and municipal laws, as amended.

The parties to this Memorandum of Agreement shall be:

- * Atlanta Regional Commission (ARC)
- * Community Foundation for Greater Atlanta
- * Atlanta Regional Public Art Program Grant Recipient - _____

WHEREAS, the parties have various roles and responsibilities in the planning, development, implementation, and financing of the public art project

WHEREAS, there is a need to clarify the process under which the planning, development, implementation, and financing of public art projects are conducted by the parties; and

NOW, THEREFORE, it is hereby agreed by the parties to this MOA as follows:

The parties to this MOA shall cooperatively support and implement the roles, criteria, and procedures described herein in order to ensure that the plans, programs and projects adopted and undertaken by the appropriate parties hereto conform to state, municipal and federal law.

I. PURPOSE

This Memorandum of Agreement (MOA) is intended to provide a framework for the planning, development and installation of selected public art projects in the Metro Atlanta Area.

II. DEFINITIONS

The following terms used in this MOA shall have the meanings set forth in this section and as now or hereafter defined:

- A. Selected Project refers to the specific project for which the recipient applied for Atlanta Regional Public Art Program funding and for which funding was approved.
- B. Atlanta Region means the 10-county region served by the Atlanta Regional Commission.

- C. The Atlanta Regional Commission (ARC) means the multi-purpose, comprehensive regional planning agency created pursuant to state law and designated as the planning agency for the Atlanta Region.
- D. Community Foundation for Greater Atlanta means the agency holding funding for the Atlanta Regional Public Art Program, whose mission is to strengthen our region by providing quality services to donors and innovative leadership on community issues.
- E. The Atlanta Regional Public Art Program Grant Recipient is that organization selected by the Atlanta Regional Public Art Program steering committee to execute a specific public art project in a specific community.

III. GENERAL RESPONSIBILITIES OF THE PARTIES

The parties to this MOA shall cooperatively support and implement the roles, criteria, and procedures described herein in order to ensure that the plans, programs and projects adopted and undertaken by the appropriate parties hereto conform to state, municipal and federal law.

- A. The Atlanta Regional Commission's responsibilities under this MOA include:
 - 1. Convene regional experts and program funders to select projects to be funded and to support those projects when possible with committee feedback.
 - 2. Approve the timeline and budget for the selected projects.
 - 3. Approve a program for community engagement for selected projects.
 - 4. Review and approve any significant budget, timeline or other changes in the selected projects.
 - 5. To the extent reasonable provide technical assistance to grantees as they prepare, update and implement local projects.
 - 6. Provide 20 hours of technical assistance for community engagement planning, provided in part by WonderRoot.
 - 7. Prepare, publish and maintain project updates for project funders.
 - 8. Prepare, publish and maintain project updates for the public and for the media.
 - 9. Once approved, submit initial disbursement request to the Community Foundation for Greater Atlanta.
 - 10. Once approved, submit second disbursement request to the Community Foundation for Greater Atlanta.
 - 11. Convene meetings of appropriate parties as needed throughout the life of the project.
 - 12. Provide other assistance as mutually agreed upon by the parties.
- B. The Community Foundation for Greater Atlanta's general responsibilities under this MOA include:
 - 1. Disburse initial funding disbursement of 70% of the approved request to the grantee upon receipt of signed request from the Atlanta Regional Commission.

2. Disburse second funding disbursement of the remaining 30% to the grantee upon receipt of signed request from the Atlanta Regional Commission.
 3. Attend project meetings as necessary throughout the life of the project.
 4. Co-sign on reports to funders, with regards to financial and budget accuracy.
- C. The Atlanta Regional Public Art Program Grant Recipient's responsibilities shall include:
1. Provide the Atlanta Regional Commission with a project proposal, community engagement proposal, plan for artist selection, community celebration plan, budget and timeline for approval.
 2. Provide the Atlanta Regional Commission with regular project updates via email, at least once per month.
 3. Provide access to digital photos at regular intervals capturing key project benchmarks including the community engagement process, artist selection, art concept, art development, installation, and completed project. Photos will be used for marketing and awareness campaigns by the Atlanta Regional Commission.
 4. Provide notification of community engagement opportunities at least 3 weeks in advance for publication by the Atlanta Regional Commission.
 5. Provide evidence of jurisdictional approval for installation at least 3 weeks prior to installation.
 6. Provide evidence of adequate insurance at least three weeks prior to project installation. The Atlanta Regional Commission to be named as an additional insured on any insurance policy which underwrite installation of the piece. The Atlanta Regional Commission is also to be named in the case of additional insurance being carried for the art piece, project development, maintenance and removal.
 7. Provide a maintenance plan at least two to three months prior to project installation.
 8. Provide immediate updates to the Atlanta Regional Commission of changes to the project that would impact more than 15% of the approved budget or more than 15% of final installation size or alter the timeline by more than one month.
 9. Provide final concept designs to the Atlanta Regional Commission at least 3 weeks prior to installation.
 10. Provide notification to the Atlanta Regional Commission of proposed installation dates at least three weeks prior to installation.
 11. Once MOA has been signed by all parties, submit initial disbursement request to the Atlanta Regional Commission.
 12. Once at least 50% of approved budget has been expended, provide proof of expenses and submit second disbursement request to the Atlanta Regional Commission for the final disbursement.
 13. Provide at least 50% of the total budget in cash contributions towards the project budget.

14. Attend project meetings convened by the Atlanta Regional Commission or Community Foundation for Greater Atlanta as necessary throughout the life of the project.
15. Once the project is complete provide proof of expenses and a final grant report to both the Community Foundation for Greater Atlanta and the Atlanta Regional Commission.

IV. COORDINATION WITH LOCAL GOVERNMENTS

It is agreed by the parties that full coordination and cooperation with the local jurisdiction in which the project will take place will be the responsibility of the Atlanta Regional Public Art Program Grant Recipient

_____.

V. PUBLIC INVOLVEMENT

To coordinate effective planning and programming activities, all parties shall, to the maximum extent practical, coordinate their public information efforts and seek joint opportunities for public involvement as provided. Such coordination shall ensure that the maximum opportunity to involve the citizens and elected officials of the jurisdictions in which the project takes place, including under-represented groups in the area as well as the general public.

VI. PROJECT IMPLEMENTATION

Once approved, the Atlanta Regional Public Art Program Grant Recipient, _____ will be responsible for project implementation, including the artist selection process, necessary jurisdictional approval for project, permitting for project, equipment rental, material purchases, insurance for installation, the installation of the project, and ensuring adherence to the maintenance plan and financial tracking of all expenditures.

The Atlanta Regional Commission will undertake regular performance monitoring, including the periodic tracking of timeline adherence, community engagement adherence, budget adherence, and adherence to maintenance plan. The parties to this MOA agree to provide any available data to support their adherence to this agreement.

If for any reason, the responsible parties identified in this MOA are unable or unwilling to assume these assignments of responsibility, the parties may confer and decide in a cooperative process the appropriate party or parties to undertake the project development and implementation.

VIII. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

All parties shall comply with all applicable local, state, and federal laws and regulations. Nothing in this MOA alters, or seeks to alter, the existing statutory authority of any party under state or federal law. If any of the provisions of this MOA are held to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IX. AMENDMENTS AND MODIFICATIONS

Any party may request changes to this MOA at any time by written notice to the other parties' signatory of this agreement. Such changes as are mutually agreed upon by and between the parties shall be incorporated in written amendments to this MOA executed in the same manner as original MOA approval.

X. CANCELLATION OF AGREEMENT

The Atlanta Regional Commission, in consultation with the Community Foundation for Greater Atlanta, has the unilateral right to cease funding or supporting any grant recipient's effort that is not in compliance with the requirements and/or spirit of this MOA.

XI. NOTIFICATION

Any official modifications between the parties to this MOA that would substantially affect the terms or conditions of this MOA shall be directed to the office of the signatories to this agreement. If the Atlanta Regional Public Art Program Grant Recipient is unable to complete the installation of the project, a full refund of monies distributed from the Community Foundation for Greater Atlanta will be requested unless otherwise indicated by both the Community Foundation for Greater Atlanta and the Atlanta Regional Commission.

XII. DURATION

This agreement shall remain in full force and effect until the project has been completed or the parties otherwise mutually agree to terminate the project.

IN WITNESS WHEREOF, the parties hereto have last executed this Memorandum of Agreement, this ____ day of _____, 2015.

ATLANTA REGIONAL COMMISSION

Community Foundation for Greater Atlanta

Executive Director

Representative

Atlanta Regional Public Art Program Grant Recipient _____

Mayor

Board Chair

Name

Name

City of Hapeville

The Hapeville Arts Alliance

President

Name

The Hapeville Historical Society

STATE OF GEORGIA

CITY OF HAPEVILLE

ORDINANCE NO. 2016-06

AN ORDINANCE TO TEMPORARILY AMEND ALCOHOL RELATED REGULATIONS WITHIN CHAPTERS 5 AND 26, OF THE CODE OF ORDINANCES FOR THE CITY OF HAPEVILLE, GEORGIA; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the duly elected governing authority of the City of Hapeville, Georgia (the “City”) is the Mayor and Council thereof;

WHEREAS, the Georgia Alcohol Beverage Code (O.C.G.A. § 3-1-1 et al.) regulates state-wide alcoholic beverage related activities in the State of Georgia;

WHEREAS, Chapter 5, Alcoholic Beverages, and Chapter 26, Offenses and Miscellaneous Provisions, of the City of Hapeville Code of Ordinances, further regulate alcoholic beverage related activities within the City;

WHEREAS, the Mayor and Council are in process of implementing a comprehensive review of the City's alcohol related regulations with respect the Georgia Alcohol Beverage Code and the changing needs of the City; and

WHEREAS, the Mayor and Council find it desirable and in the interest of the health, safety, and welfare of the citizens of the City to temporarily amend certain provisions of the City’s alcohol ordinances to address the immediate needs of the City while its comprehensive review is underway.

BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HAPEVILLE, GEORGIA, and by the authority thereof:

Section 1. That the City Code, Chapter 5, Alcohol Beverages, Article 6, On-Premises Consumption, Sec. 5-6-3, On-premises Consumption Regulations Generally, is hereby amended by deleting subsection (t) in its entirety and replacing it to read as follows:

(t) No on-premises consumption license establishment may allow BYOB on the licensed premises. Provided, however, that this subsection (t) shall not prohibit a licensed establishment from engaging in on-premise consumption activities which are expressly permitted by the state of Georgia under the Georgia Alcoholic Beverage Code.

Section 2. That the City Code, Chapter 5, Alcohol Beverages, Article 6.3, Growlers, Sec. 5-6.3-2, General Regulations, is hereby amended by adding a new subsection (j) to read as follows:

(j) Temporary Exemption. Nothing within this chapter shall prohibit a licensed growler store from selling beer and wine by the glass, on premises, in a manner which is expressly permitted by the state of Georgia under the Georgia Alcoholic Beverage Code. This exemption shall remain in effect until June 30, 2016 or until the effective date of City's pending comprehensive update of Chapter 5 of the City's Alcohol Beverages Code, whichever occurs sooner.

Section 3. That the City Code, Chapter 26, Offenses and Miscellaneous Provisions, Article 2, Personal Conduct, Sec. 26-2-20, Brown-bagging, is hereby amended by adding a new subsection (d) to read as follows:

(d) Temporary Exemption. Nothing within this section shall prohibit a licensed establishment from engaging in alcohol related activities in a manner which is expressly permitted by the state of Georgia under the Georgia Alcoholic Beverage Code. This exemption shall remain in effect until June 30, 2016 or until the effective date of City's pending comprehensive update of Chapter 5 of the City's Alcohol Beverages Code, whichever occurs sooner.

Section 4. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

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

Section 5. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 6. Penalties in effect for violations of the Zoning Ordinance of the City of Hapeville at the time of the effective date of this Ordinance shall be and are hereby made applicable to this Ordinance and shall remain in full force and effect.

Section 7. The effective date of this Ordinance shall be the date of adoption unless otherwise specified herein.

ORDAINED this ____ day of _____, 2016.

CITY OF HAPEVILLE, GEORGIA

ALAN HALLMAN, Mayor

ATTEST:

JENNIFER ELKINS, City Clerk

APPROVED AS TO FORM:

STEVE FINCHER, City Attorney

**CITY OF HAPEVILLE
COMMUNITY SERVICE DEPARTMENT
PLANNING COMMISSION APPLICATION**

WRITTEN SUMMARY

In detail, provide a summary of the proposed project in the space provided below. (Please type or print legibly)

- Consolidation of 4 parcels and an alley into one parcel
- Subdivision of resulting consolidated parcel into two new parcels

**CITY OF HAPEVILLE
COMMUNITY SERVICE DEPARTMENT
PLANNING COMMISSION APPLICATION**

AUTHORIZATION OF PROPERTY OWNER

I CERTIFY THAT I AM THE OWNER OF THE PROPERTY LOCATED AT:

Deardors Plaza & North Central Avenue

City of Hapeville, County of Fulton, State of Georgia

WHICH IS THE SUBJECT MATTER OF THIS APPLICATION. I AUTHORIZE THE APPLICANT NAMED BELOW TO ACT AS THE APPLICANT IN THE PURSUIT OF THIS APPLICATION FOR PLANNING COMMISSION REVIEW.

Name of Applicant:

Hapeville Development Authority

Address of Applicant:

3468 North Fulton Avenue
Hapeville, GA 30354

Telephone of Applicant:

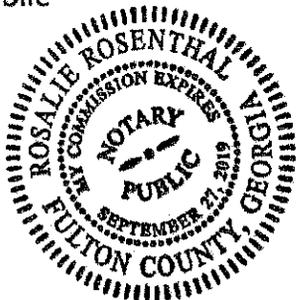
404-388-8130

Katrina T. Bradbury, Chairman
Signature of Owner

Katrina T. Bradbury
Print Name of Owner

Personally Appeared Before Me this 24 day of FEBRUARY, 2016.

Rosalie Rosenthal
Notary Public



Preliminary Plat Checklist

A Preliminary Plat is a document used to determine the practical ability to subdivide a particular property within the City of Hapeville. Information relating to environmental condition, zoning, development impact, consistency with the Hapeville Comprehensive Plan and relevant town master plans will be considered in the decision process. Submittal of the plat does not guarantee the approval of a Final Plat, a legal document, once recorded with the County, finalizes the subdivision of the land. To be considered, a Preliminary Plat must contain the following information:

- The proposed subdivision name and location, the name and address of the owner or owners, and the name of the designer of the plat who shall be a state-registered engineer or surveyor.
- Date, approximate north point and graphic scale.
- The location of existing and platted property lines, streets, buildings, watercourses, railroads, sewers, bridges, culverts, drain pipes, water mains and any public utility easements, the present zoning classification, if any, both on the land to be subdivided and on the adjoining land; and the names of adjoining property owners or subdivisions.
- Plans of proposed underground utility layouts (including sewers, water and electricity) showing feasible connections to the existing or any proposed utility systems.
- The names, locations, widths and other dimensions of proposed streets, alleys, easements, parks and other open spaces, reservations, lot lines and utilities.
- Contours at vertical intervals of not more than five feet when specifically not required by the planning commission.
- The acreage of the land to be subdivided.
- Location sketch map or city map showing relationship of subdivision site to area.

Please initial each item on the list above certifying that all required information has been included on the preliminary plat. Sign and submit this form with your Preliminary Plat application. Failure to include this form and information required herein may result in additional delays for the consideration of your application.

Applicant Signature: _____

Robert M. ...
Chairman, Hapeville Development Authority

Date _____

Final Plat Checklist

A Final Plat is a legal document, once approved and signed by the Hapeville Planning Commission, can be recorded with Fulton County Superior Court. Only a final plat legally subdivides a parcel. Filing with the County will establish the new deed for the property and assign tax parcel identification information. To be considered, a Final Plat must contain the following information:

KB

The lines of all streets and roads, alley lines, lot lines, building setback lines, lots numbered in numerical order, house numbers, reservations, easements and any areas to be dedicated to public use or sites for other than residential use with notes stating their purpose and any limitations.

KB

Sufficient data to determine readily and reproduce on the ground the location, bearing and length of every street line, lot line, boundary line, block line and building line, whether curved or straight, and including true north point. This shall include the radius, central angle and tangent distance for the centerline of curved streets and curved property lines that are not the boundary of curved streets.

KB

All dimensions to the nearest 100th of a foot and angles to the nearest minutes.

KB

Location and description of monuments.

KB

The names and locations of adjoining subdivisions and streets and the location and ownership of adjoining unsubdivided property.

KB

Date, title, name and location of subdivision, graphic scale and true north point.

Please initial each item on the list above certifying that all required information has been included on the plat. Sign and submit this form with your Final Plat application. Failure to include this form and information required herein may result in additional delays for the consideration of your application.

Supplemental Documents for Final Plat:

- Certification showing that the applicant is the landowner or legally authorized representative and dedicates streets, rights-of-way and any sites for public use.
- Certification by surveyor or engineer to accuracy of survey and plat and placement of monuments.
- Certification by the City Engineer that the subdivider has complied with one of the following alternatives:
 1. All improvements have been installed in accord with the requirements of the regulations; or
 2. A security bond has been posted in sufficient amount to ensure the completion of all required improvements.
- Certification of approval to be signed by the secretary of the Planning Commission following the approval of the final plat.

Once a Final Plat has been approved and signed by the Chair of the Hapeville Planning Commission, the applicant may pick up copies of the plat for filing with Fulton County Superior Court at 136 Pryor Street, Atlanta, GA 30303. Once filed and stamped by the recorder's office, a copy should be returned to the Hapeville Department of Community Service to be held on file.

Applicant Signature: _____

Date _____

LEGAL DESCRIPTION, TRACT 1

All that tract or parcel of land lying and being in Land Lot 95 of the 14th Land District, City of Hapeville, Fulton County, Georgia, said tract or parcel of land being more fully shown and designated as Tract 1 on a plat of survey prepared by Valentino & Associates, Inc. (Job #15-106; Drawing/File #15-106), bearing the seal of Glenn A. Valentino, Ga. Registered Land Surveyor #2528, and being more particularly described, with bearings relative to Grid North, Georgia West Zone, as follows:

TO FIND THE POINT OF BEGINNING, COMMENCE at a PK (masonry) nail set at the intersection of the northeasterly right-of-way line of North Central Avenue (A.K.A. U.S. Highway #19/41 & State Route #3; 50' public r/w) and the southeasterly right-of-way line of Dearborn Plaza (variable width public r/w).

THENCE proceeding along said southeasterly right-of-way line of Dearborn Plaza the following courses and distances:

North 34 degrees 52 minutes 19 seconds East for a distance of 90.00 feet to a nail set;

THENCE North 52 degrees 38 minutes 00 seconds East for a distance of 20.98 feet to a computed point;

THENCE North 52 degrees 38 minutes 00 seconds East for a distance of 41.96 feet to a 5/8" iron pin set;

THENCE North 35 degrees 18 minutes 05 seconds East for a distance of 4.65 feet to a PK nail set, said PK nail set being the POINT OF BEGINNING.

THENCE continuing along said southeasterly right-of-way line of Dearborn Plaza North 35 degrees 18 minutes 05 seconds East for a distance of 221.35 feet to a PK nail set;

THENCE departing said southeasterly right-of-way line of Dearborn Plaza South 54 degrees 57 minutes 00 seconds East for a distance of 50.00 feet to a 1/2" iron pin set;

THENCE South 77 degrees 08 minutes 10 seconds East for a distance of 52.96 feet to a nail set;

THENCE North 34 degrees 52 minutes 19 seconds East for a distance of 23.42 feet to a PK nail set on the southwesterly right-of-way line of King Arnold Street (50' public r/w);

THENCE proceeding along said southwesterly right-of-way line of King Arnold Street South 58 degrees 08 minutes 14 seconds East for a distance of 20.03 feet to a computed point (said computed point being witnessed by a PK nail found 0.49 feet southwest thereof);

THENCE departing said southwesterly right-of-way line of King Arnold Street South 34 degrees 52 minutes 19 seconds West for a distance of 265.51 feet to a 1/2" iron pin set;

THENCE North 55 degrees 07 minutes 41 seconds West for a distance of 120.76 feet to a PK nail set on the southeasterly right-of-way line of Dearborn Plaza, said PK nail set being the POINT OF BEGINNING.

Said tract or parcel of land contains 0.640 acres or 27,896 square feet.

LEGAL DESCRIPTION, TRACT 2

All that tract or parcel of land lying and being in Land Lot 95 of the 14th Land District, City of Hapeville, Fulton County, Georgia, said tract or parcel of land being more fully shown and designated as Tract 2 on a plat of survey prepared by Valentino & Associates, Inc. (Job #15-106; Drawing/File #15-106), bearing the seal of Glenn A. Valentino, Ga. Registered Land Surveyor #2528, and being more particularly described, with bearings relative to Grid North, Georgia West Zone, as follows:

BEGINNING at a PK (masonry) nail set at the intersection of the northeasterly right-of-way line of North Central Avenue (A.K.A. U.S. Highway #19/41 & State Route #3; 50' public r/w) and the southeasterly right-of-way line of Dearborn Plaza (variable width public r/w).

THENCE proceeding along said southeasterly right-of-way line of Dearborn Plaza the following courses and distances:

North 34 degrees 52 minutes 19 seconds East for a distance of 90.00 feet to a nail set;

THENCE North 52 degrees 38 minutes 00 seconds East for a distance of 20.98 feet to a computed point;

THENCE North 52 degrees 38 minutes 00 seconds East for a distance of 41.96 feet to a 5/8" iron pin set;

THENCE North 35 degrees 18 minutes 05 seconds East for a distance of 4.65 feet to a PK nail set;

THENCE departing said southeasterly right-of-way line of Dearborn Plaza South 55 degrees 07 minutes 41 seconds East for a distance of 120.76 feet to a 1/2" iron pin set;

THENCE South 34 degrees 52 minutes 19 seconds West for a distance of 7.41 feet to a 1" crimp-top pipe found;

THENCE South 34 degrees 52 minutes 19 seconds West for a distance of 57.61 feet to a computed point;

THENCE South 34 degrees 52 minutes 19 seconds West for a distance of 90.00 feet to a PK nail set on the aforesaid northeasterly right-of-way line of North Central Avenue;

THENCE proceeding along said northeasterly right-of-way line of North Central Avenue the following courses and distances:

North 54 degrees 57 minutes 00 seconds West for a distance of 60.00 feet to a computed point;

THENCE North 54 degrees 57 minutes 00 seconds West for a distance of 20.00 feet to a computed point;

THENCE North 54 degrees 57 minutes 00 seconds West for a distance of 60.00 feet to a PK nail set at the intersection of the northeasterly right-of-way line of North Central Avenue and the southeasterly right-of-way line of Dearborn Plaza, said PK nail set being the POINT OF BEGINNING.

Said tract or parcel of land contains 0.482 acres or 21,008 square feet.



VICINITY MAP
NOT TO SCALE

LEGEND

- X— FENCE LINE
- E— GUARDRAIL
- G— UNDERGROUND GAS LINE
- E— OVERHEAD ELECTRIC LINE
- T— OVERHEAD TELEPHONE LINE
- S— SANITARY SEWER LINE
- UE— UNDERGROUND ELECTRIC LINE
- UT— UNDERGROUND TELEPHONE LINE
- W— WATER LINE
- △ CATCH BASIN SINGLE WING
- △ CATCH BASIN DOUBLE WING
- △ COMPUTED POINT
- ⊙ BORING HOLE
- ⊙ CLEANOUT
- ⊙ COMMUNICATION BOX
- ⊙ ELECTRIC BOX
- ⊙ ELECTRIC LINE MARKER
- ⊙ ELECTRIC MANHOLE
- ⊙ ELECTRIC METER
- ⊙ ELECTRIC OUTLET
- ⊙ ELECTRIC SWITCH
- ⊙ FIBER OPTIC BOX
- ⊙ FIBER OPTIC LINE MARKER
- ⊙ FIRE HYDRANT
- △ FLARED END SECTION
- ⊙ GAS LINE MARKER
- ⊙ GAS METER
- ⊙ GAS VALVE
- ⊙ GROUND LIGHT
- ⊙ GUY POLE
- ⊙ GUY WIRE
- ⊙ HEADWALL
- ⊙ HEATING/AIR CONDITIONING UNIT
- ⊙ IRRIGATION CONTROL VALVE
- ⊙ LIGHT POLE
- ⊙ POST INDICATOR VALVE
- ⊙ POWER POLE
- ⊙ TELEPHONE POLE
- ⊙ SANITARY SEWER MANHOLE
- ⊙ SIGN POST
- ⊙ STORM WATER DROP INLET
- ⊙ STORM WATER JUNCTION BOX
- ⊙ STORM WATER YARD INLET
- ⊙ TELEPHONE MANHOLE
- ⊙ TRAFFIC SIGNAL BOX
- ⊙ TRAFFIC SIGNAL POLE
- ⊙ WATER MANHOLE
- ⊙ WATER METER
- ⊙ WATER VALVE
- ⊙ WATER VALVE/LINE MARKER
- ⊙ BOLLARD
- ⊙ CMF CONCRETE MONUMENT FOUND
- ⊙ CTF CRIMPED TOP PIPE FOUND
- ⊙ E-PAN ELECTRIC PANEL
- ⊙ FFE FINISHED FLOOR ELEVATION
- ⊙ IRB IRRIGATION BOX
- ⊙ IPF IRON PIN FOUND
- ⊙ IPS 1/2" IRON PIN SET
- ⊙ MB MAIL BOX
- ⊙ OTF OPEN TOP PIPE FOUND
- ⊙ PKF PK NAIL FOUND
- ⊙ PKS PK NAIL SET
- ⊙ RBF REBAR FOUND
- ⊙ RMF RIGHT-OF-WAY MONUMENT FOUND
- ⊙ RRSB RAILROAD SIGNAL BOX
- ⊙ SO STUB OUT
- BSL BUILDING SETBACK LINE
- C&G CURB & GUTTER
- CP CONCRETE PAD
- CLF CHAIN LINK FENCE
- CMP CORRUGATED METAL PIPE
- DB PG DEED BOOK & PAGE
- DIP DUCTILE IRON PIPE
- HC HEADER CURB
- HDPE HIGH DENSITY POLYETHYLENE PIPE
- INV INVERT ELEVATION
- OCS OUTLET CONTROL STRUCTURE
- PB PG PLAT BOOK & PAGE
- PVC PLASTIC PIPE
- RCP REINFORCED CONCRETE PIPE
- TBM TEMPORARY BENCHMARK
- x 100.00 SPOT ELEVATION
- 1 REFERENCE TO TITLE EXCEPTION ITEM
- A REFERENCE TO ENCROACHMENT ITEM
- CONCRETE SURFACE

GENERAL NOTES

- 1) ACCORDING TO THE F.E.M.A. FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 13121C0366F, DATED 9/18/2013 FOR FULTON COUNTY, GEORGIA, THIS PROPERTY DOES NOT LIE WITHIN A 100 YEAR FLOOD HAZARD ZONE AS DEFINED BY F.E.M.A.
- 2) CURRENT ZONING ACCORDING TO THE CITY OF HAPEVILLE IS LISTED AS UV, URBAN VILLAGE DISTRICT. THE CITY OF HAPEVILLE ZONING DEPARTMENT MUST BE REFERENCED FOR ALL REQUIREMENTS UNDER THIS ZONING.
BUILDING SETBACKS:
MINIMUM FRONT SETBACK = 0 OR 15 FEET.
MINIMUM SIDE SETBACK = 0 FEET.
MINIMUM REAR SETBACK = 0 FEET.
MAXIMUM BUILDING HEIGHT VARIES ACCORDING TO SITE USE.
- 3) HORIZONTAL AND VERTICAL REFERENCE SHOWN HEREON WAS TAKEN FROM REAL-TIME CORRECTED GPS OBSERVATIONS. (NAD 83 / NAVD 88)
- 4) ALL DISTANCES SHOWN HEREON ARE "GROUND" DISTANCES, UNLESS OTHERWISE STATED AS "GRID" DISTANCES.
- 5) CONTOUR INTERVALS SHOWN ARE ONE FOOT.

SPECIAL NOTES

- 1) CERTIFICATION AND DECLARATION IS MADE TO THE ENTITIES AS LISTED IN THE TITLE BLOCK AND/OR CERTIFICATIONS. THE CERTIFICATIONS AND DECLARATIONS ON THIS PLAT ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
- 2) SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY. NO STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.
- 3) THE UNDERSIGNED SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
- 4) PURSUANT TO RULE 180-6.09 OF THE GEORGIA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND SURVEYORS, THE TERM "CERTIFICATION" RELATING TO PROFESSIONAL ENGINEERING AND LAND SURVEYING SERVICES SHALL MEAN A SIGNED STATEMENT BASED UPON FACTS AND KNOWLEDGE KNOWN TO THE REGISTRANT AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

FINAL SURVEYOR'S CERTIFICATE

It is hereby certified that this plat is true and correct as to the property lines and all improvements shown thereon, and was prepared from an actual survey of the property made by me or under my supervision; that all monuments and markers shown thereon actually exist, and their location, size, type and material are correctly shown. The field data upon which this plat is based has a closure precision of one foot in 19,515 feet and an angular error of 2 seconds per angle point, and was adjusted using the least square rule. This plat has been calculated for closure and is found to be accurate within one foot in 20,000+ feet and the property shown contains a total of 1.123 acres.

The equipment used to obtain the linear and angular measurements here in was a Topcon GTS 233W Total Station.

By: [Signature] Date 2/2/16

Registered Georgia Land Surveyor No. 2528

Date of Expiration 12/31/2016

STORMWATER DRAINAGE NOTE

The City of Hapeville assumes no responsibility for overflow or erosion of natural or artificial drains beyond the extent of the street right-of-way, or for the extension of culverts beyond the point shown on the approved and recorded subdivision plat and that the City does not assume responsibility for maintenance of pipes and drainage ditches in drainage easements beyond the City right-of-way. Structures other than storm drainage structures are not permitted in drainage easements.

OWNER'S ACKNOWLEDGEMENT AND DEDICATION

(STATE OF GEORGIA)
(FULTON COUNTY)

The owner of the land shown on this plat and whose name is subscribed thereto, and in person or through a duly authorized agent, acknowledges that this plat was made from an actual survey, and dedicates by this Declaration to the use of the public forever all streets, easements, sanitary sewers and appurtenances, potable water mains and appurtenances, storm drains and appurtenances, and other public facilities and appurtenances thereon shown.

Signature of Subdivider _____ Date Signed _____

Printed or Typed Name of Subdivider _____

Signature of Owner _____ Date Signed _____

Printed or Typed Name of Owner _____

UTILITY WARNING

INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER, AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES IS SHOWN HEREON. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. THE LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON MAY BE INACCURATE AND UTILITIES AND STRUCTURES NOT SHOWN MAY BE ENCOUNTERED. THE OWNER(S), THEIR EMPLOYEES, THEIR CONSULTANTS, THEIR CONTRACTORS, AND/OR THEIR AGENTS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THE UNDERGROUND UTILITY INFORMATION SHOWN HEREON.

FINAL PLAT APPROVAL

This subdivision plat has been reviewed by the Planning Commission and the City Engineer and found to be in compliance with Zoning Ordinance, Conditions of Zoning Approval, City of Hapeville Development Regulations and Subdivision Regulations, as amended, and that it has been approved by all other affected City and County Departments, as appropriate. The Mayor and City Council hereby approve this Final Plat, subject to the provisions and requirements of the City's regulations and the provisions and requirements of the Development Performance and Maintenance Agreement executed for this development between the Owner and the City of Hapeville.

City Clerk- On Behalf of Mayor and Council _____ Date _____

Chairman, Planning Commission _____ Date _____

City Engineer _____ Date _____

THE PURPOSE OF THIS PLAT IS TO RECONFIGURE FOUR TAX PARCELS (14009500150562, 14009500150489, 14009500150380, 14009500150497) AND AN ALLEY INTO TWO TAX PARCELS

UTILITY CONTACTS

GAS:
Atlanta Gas Light Company
Martin Marek
10 Peachtree Street NE
Atlanta, GA 30309
404-584-4338 (or 4126)

WATER:
Fulton County Water
Abdul Akbar
9750 Spruill Road
Alpharetta, GA 30022-8616
404-612-7518

POWER:
Georgia Power Company
Ike Collins
823 Jefferson Street
Atlanta, GA 30318
404-506-4569

City of Atlanta Dept. of Watershed Management
James Bostwick
651 14th Street
Atlanta, GA 30318
404-330-6600

City of Hapeville Water Dept.
3474 North Fulton Avenue
Hapeville, GA 30354
Lemuel Eubanks
404-669-2122

COMMUNICATION:
AT&T
Ken Rector
404-216-7772

CenturyLink
100 CenturyLink Drive
Monroe, LA 71203
888-723-8010

STATE OF GEORGIA PLAT ACT CERTIFICATION

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67. I CERTIFY THAT THIS SURVEY WAS DONE UNDER MY SUPERVISION USING A TOPCON GTS 233W TOTAL STATION WITH AN ANGULAR ERROR OF 2 SECONDS PER STATION. THE TRAVERSE UPON WHICH THIS PLAT IS BASED HAS BEEN CALCULATED FOR CLOSURE BY THE LEAST SQUARE RULE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 19,515 FEET. THE ADJUSTED ACCURACY OF THIS PLAT IS ONE FOOT IN 20,000+ FEET.

HAPEVILLE DEVELOPMENT AUTHORITY

FINAL PLAT FOR:

LAND LOT 95 14TH DISTRICT CITY OF HAPEVILLE FULTON COUNTY, GEORGIA



VA
VALENTINO & ASSOCIATES, INC.
LAND SURVEYORS
1280 WINCHESTER PARKWAY
SUITE 243
SMYRNA, GEORGIA 30080
PHONE: (770) 438-0015
FAX: (770) 435-6050
WEB: VALENTINOSURVEY.COM
STATE OF GEORGIA LAND SURVEYING FIRM LICENSE NO. LSF000794

REVISIONS

2/5/16: REVISED PROPOSED BOUNDARY LINE; ADDED CITY-REQUIRED NOTES



SCALE: 1" = 30'
DATE: 2/2/2016
JOB NUMBER: 15-106
FILE NUMBER: 15-106
PLOTTED: 2/5/2016

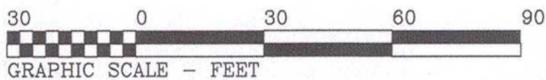
FINAL PLAT

SHEET

1 OF 2

PLAT REFERENCES

- 1) PLAT OF SURVEY ENTITLED "DEARBORN PLAZA" PREPARED BY WATTS & BROWNING ENGINEERS, DATED SEPTEMBER 1952, RECORDED IN PLAT BOOK 61, PAGE 22, FULTON COUNTY, GEORGIA RECORDS.

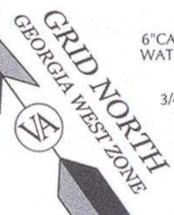
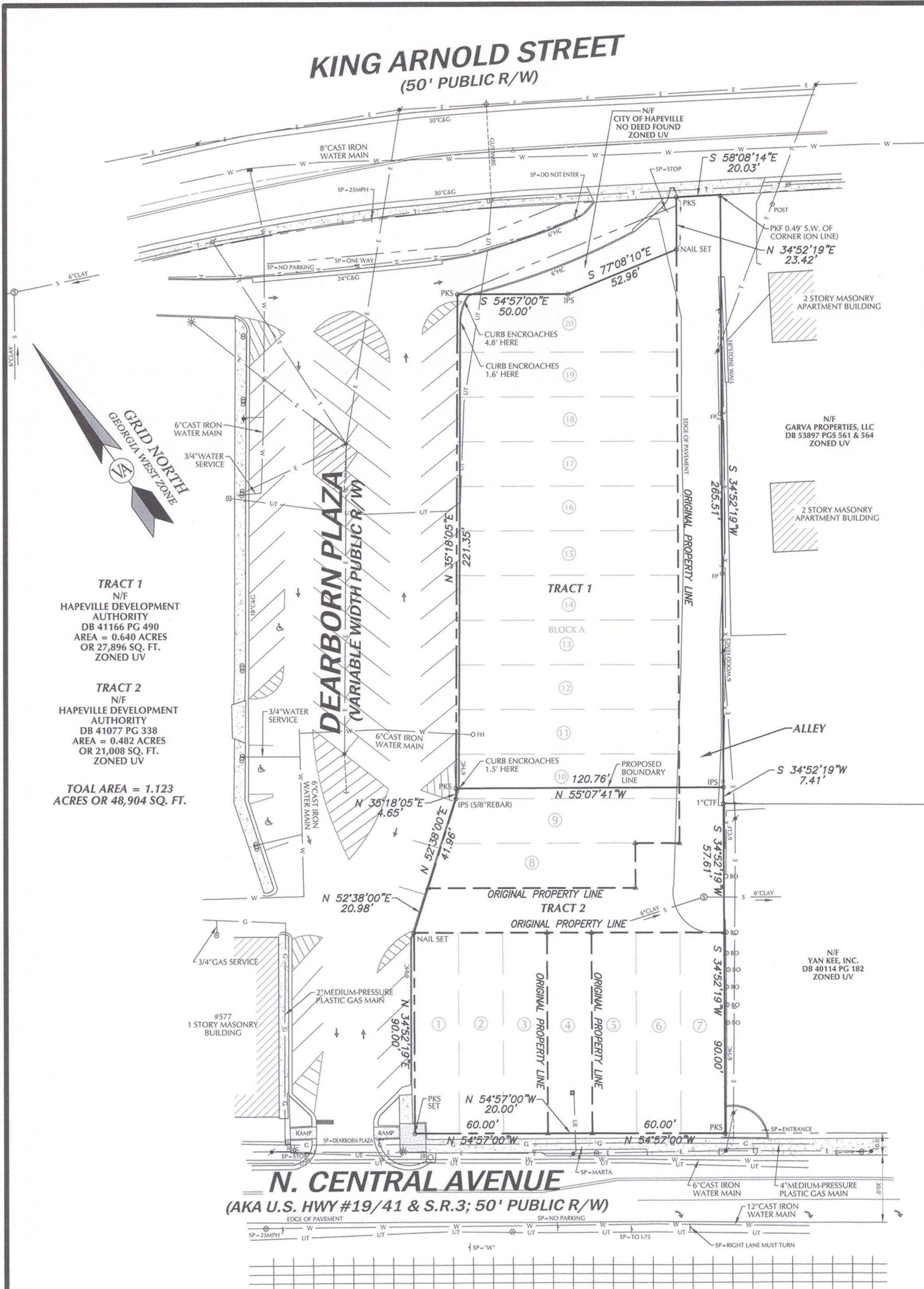


Know what's below.
Call before you dig.
Or Call 800-282-7411
Three working days prior to construction

FIELD DATES: 12/9/15 THRU 12/21/15

KING ARNOLD STREET

(50' PUBLIC R/W)



TRACT 1
N/F
HAPEVILLE DEVELOPMENT
AUTHORITY
DB 41166 PG 490
AREA = 0.640 ACRES
OR 27,896 SQ. FT.
ZONED UV

TRACT 2
N/F
HAPEVILLE DEVELOPMENT
AUTHORITY
DB 41077 PG 338
AREA = 0.482 ACRES
OR 21,008 SQ. FT.
ZONED UV

**TOAL AREA = 1.123
ACRES OR 48,904 SQ. FT.**

FINAL PLAT FOR:

HAPEVILLE DEVELOPMENT AUTHORITY

LAND LOT 95 14TH DISTRICT CITY OF HAPEVILLE FULTON COUNTY, GEORGIA

VA

VALENTINO & ASSOCIATES, INC.
LAND SURVEYORS
1280 WINCHESTER PARKWAY
SUITE 243
SMYRNA, GEORGIA 30080
PHONE: (770) 438-0015
FAX: (770) 435-6050
WEB: VALENTINOSURVEY.COM
STATE OF GEORGIA LAND SURVEYING FIRM LICENSE NO. LSF000794

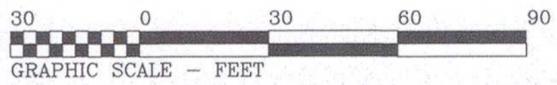
REVISIONS

2/5/16; REVISED PROPOSED BOUNDARY LINE; ADDED CITY-REQUIRED NOTES



SCALE:	1" = 30'
DATE:	2/2/2016
JOB NUMBER:	15-106
FILE NUMBER:	15-106
PLOTTED:	2/5/2016

FINAL PLAT



**CITY OF HAPEVILLE
COMMUNITY SERVICE DEPARTMENT
PLANNING COMMISSION APPLICATION**

AUTHORIZATION OF PROPERTY OWNER

I CERTIFY THAT I AM THE OWNER OF THE PROPERTY LOCATED AT:

Dearborn Plaza & North Central Avenue

City of Hapeville, County of Fulton, State of Georgia

WHICH IS THE SUBJECT MATTER OF THIS APPLICATION. I AUTHORIZE THE APPLICANT NAMED BELOW TO ACT AS THE APPLICANT IN THE PURSUIT OF THIS APPLICATION FOR PLANNING COMMISSION REVIEW.

Name of Applicant:

Hapeville Development Authority

Address of Applicant:

3468 North Fulton Avenue
Hapeville, GA 30354

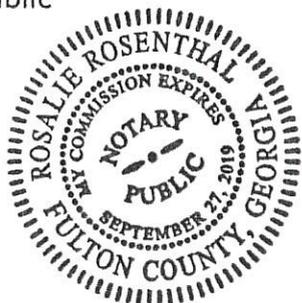
Telephone of Applicant:

Katrina T. Bradbury, Chairman
Signature of Owner

Katrina T. Bradbury
Print Name of Owner

Personally Appeared Before Me this 24 day of FEBRUARY, 2016.

Rosalie Rosenthal
Notary Public



**CITY OF HAPEVILLE
COMMUNITY SERVICE DEPARTMENT
PLANNING COMMISSION APPLICATION**

WRITTEN SUMMARY

In detail, provide a summary of the proposed project in the space provided below. (Please type or print legibly)

The Corner Tavern will be relocating its East Point location to the proposed site in a new construction. The Corner Tavern building will be two store brick with the Tavern Corp. offices on the second floor.

We will also be building a second restaurant on the site. It will be constructed from 4-5 shipping containers. This is a new concept for the Tavern. Its a Family Friendly Tageria.

Plans are attached

Site Plan Checklist – Please include with your application.

A site plan is used to determine the practical ability to develop a particular property within the City of Hapeville. Information relating to environmental condition, zoning, development impact, consistency with the Hapeville Comprehensive Plan and relevant town master plans will be considered in the decision process. To be considered, a site plan **must** contain the following information:

- _____ A brief project report shall be provided to include an explanation of the character of the proposed development, verification of the applicant's ownership and/or contractual interest in the subject site, and the anticipated development schedule. Please complete and submit all forms contained within the application for site plan review.
- ✓ _____ Site plans shall be submitted indicating project name, applicant's name, adjoining streets, scale, North arrow and date drawn.
- _____ The locations, size (sf) and height (ft) of all existing and proposed structures on the site. Height should be assessed from the base of the foundation at grade to the peak of the tallest roofline.
- _____ Site plans shall include the footprint/outline of existing structures on adjoining properties. For detached single-family residential infill development, the front yard setback shall be assessed based on the average setback of existing structures on adjoining lots. Where practical, new construction shall not deviate more than ten (10) feet from the average front yard setback of the primary residential structure on an adjoining lot. Exemption from this requirement due to unnecessary hardship or great practical difficulty can be approved at the discretion of the Planning Commission. To be considered for an exemption, the applicant must submit a "Request for Relief" in writing with their site plan application, including the conditions that necessitate relief (i.e. floodplain, wetland encroachment, excessive slope, unusual lot configuration, legally nonconforming lot size, unconventional sitting of adjoining structures, etc).

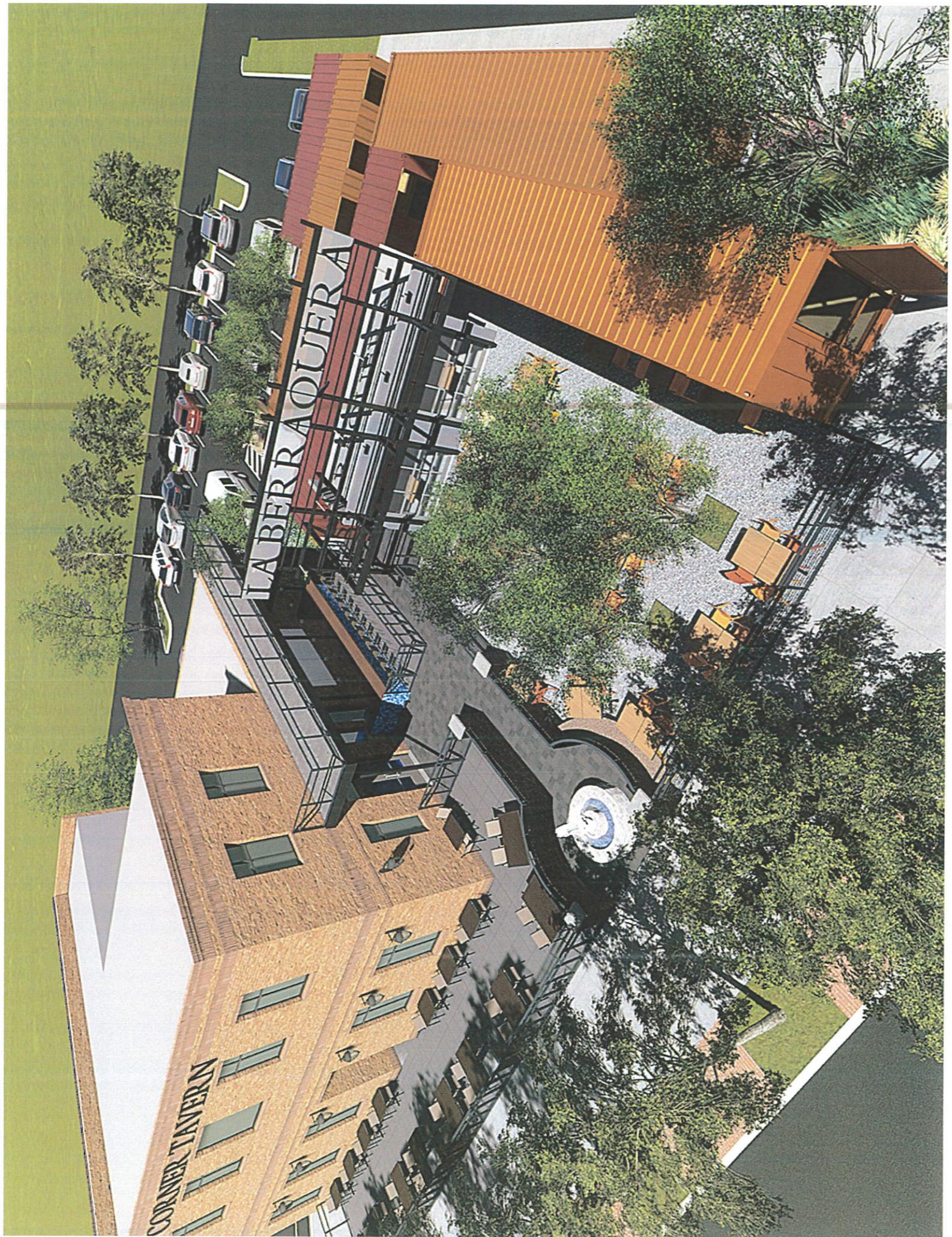
- _____ The location and general design cross-section characteristics of all driveways, curb cuts and sidewalks including connections to building entrances. A walkway from the primary entrance directly to the public sidewalk is required for all single-family residential development.
- _____ The locations, area and number of proposed parking spaces. Please refer to Article 22.1 Chart of Dimensional Requirements to determine the correct number of parking spaces for your particular type of development.
- _____ Existing and proposed grades at an interval of five (5) feet or less.
- _____ The location and general type of all existing trees over six (6) inch caliper and, in addition, an identification of those to be retained. Requirements for the tree protection plan are available in Code Section 93-2-14(f). Please refer to Sec. 93-2-14(y) to determine the required tree density for your lot(s).
- _____ A Landscape Plan: The location and approximate size of all proposed plant material to be used in landscaping, by type such as hardwood deciduous trees, evergreen trees, flowering trees and shrub masses, and types of ground cover (grass, ivies, etc.). Planting in parking areas should be included, as required in Section 93-23-18.
- _____ The proposed general use and development of the site, including all recreational and open space areas, plazas and major landscape areas by function, and the general location and description of all proposed, outdoor furniture (seating, lighting, telephones, etc.). Detached single-family residential development may be exempt from this requirement.
- _____ The location of all retaining walls, fences (including privacy fences around patios, etc.) and earth berms. Detached single-family residential development may be exempt from this requirement.
- _____ The identification and location of all refuse collection facilities, including screening to be provided. Detached single-family residential development may be exempt from this requirement.

- _____ Provisions for both on-site and offsite storm-water drainage and detention related to the proposed development.
- _____ Location and size of all signs. Detached single-family residential development may be exempt from this requirement.
- _____ Typical elevations of proposed building provided at a reasonable scale (1/8" = 1'0") and include the identification of proposed exterior building materials. Exterior elevations should show all sides of a proposed building.
- _____ Site area (square feet and acres).
- _____ Allocation of site area by building coverage, parking, loading and driveways, and open space areas, including total open space, recreation areas, landscaped areas and others. Total dwelling units and floor area distributed generally by dwelling unit type (one-bedroom, two-bedroom, etc.) where applicable.
- _____ Floor area in nonresidential use by category. Detached single-family residential development may be exempt from this requirement.
- _____ Total floor area ratio and/or residential density distribution.
- _____ Number of parking spaces and area of paved surface for parking.
- _____ At the discretion of the Planning Commission, analyses by qualified technical personnel or consultants may be required as to the market and financial feasibility, traffic impact, environmental impact, storm water and erosion control, etc. of the proposed development.

Please ***initial*** each item on the list above certifying that all the required information has been included on the site plan. Sign and submit this form with your site plan application. Failure to include this form and information required herein may result in additional delays for the consideration of your application.

Applicant Signature: _____

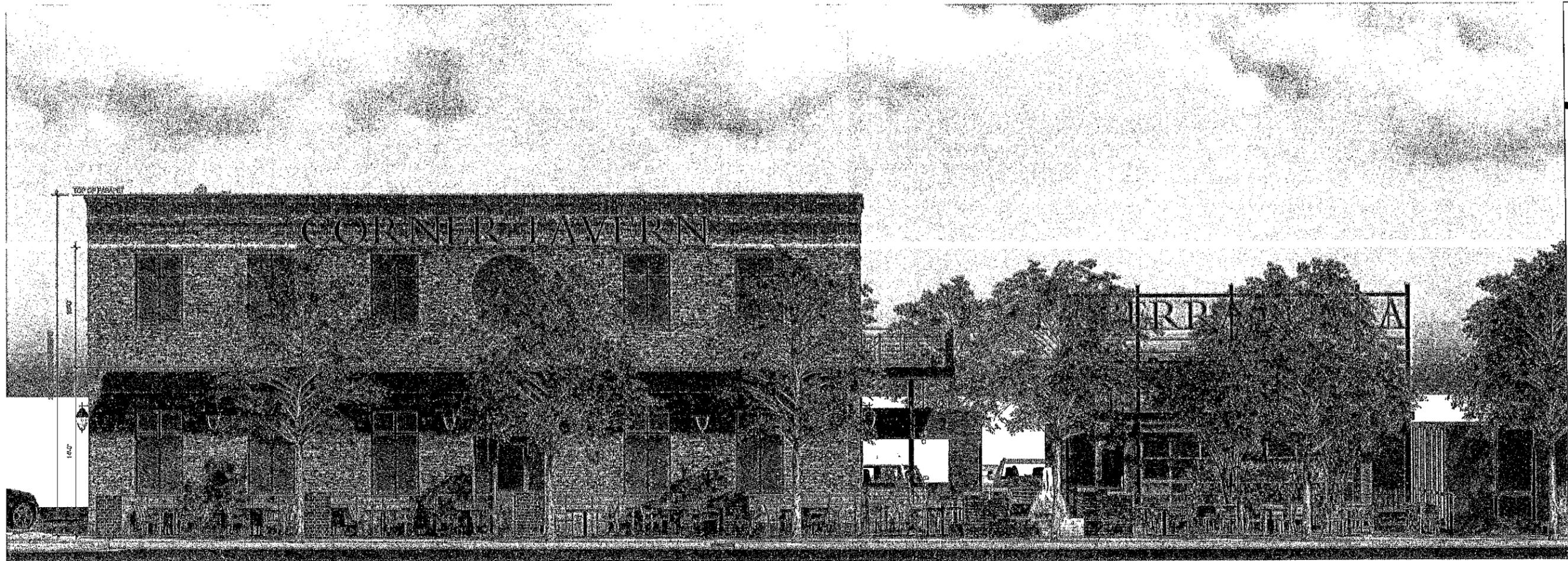
Date: 2-22-16



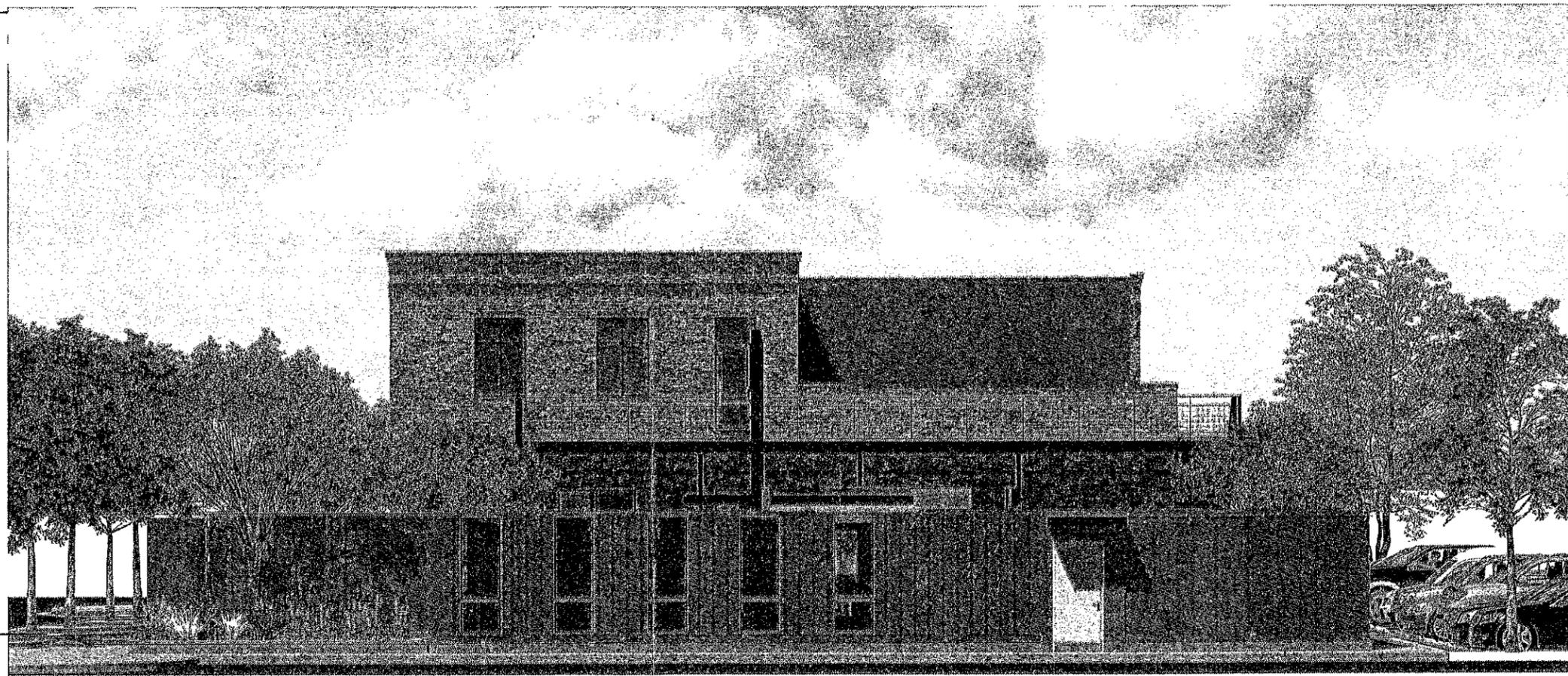
LA BERRAQUERA

CORNER TAVERN





1 south elevation
A4.1 SCALE 1/4" = 1'-0"



2 east elevation
A4.1 SCALE 1/4" = 1'-0"

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Gotsch Studio, LLC.
All unauthorized use prohibited.

**Corner Tavern
& Taqueria
Hapeville**

0 Dearborn Plaza
Hapeville, GA 30354
For:
Mike Robb
404.557.8449

submital

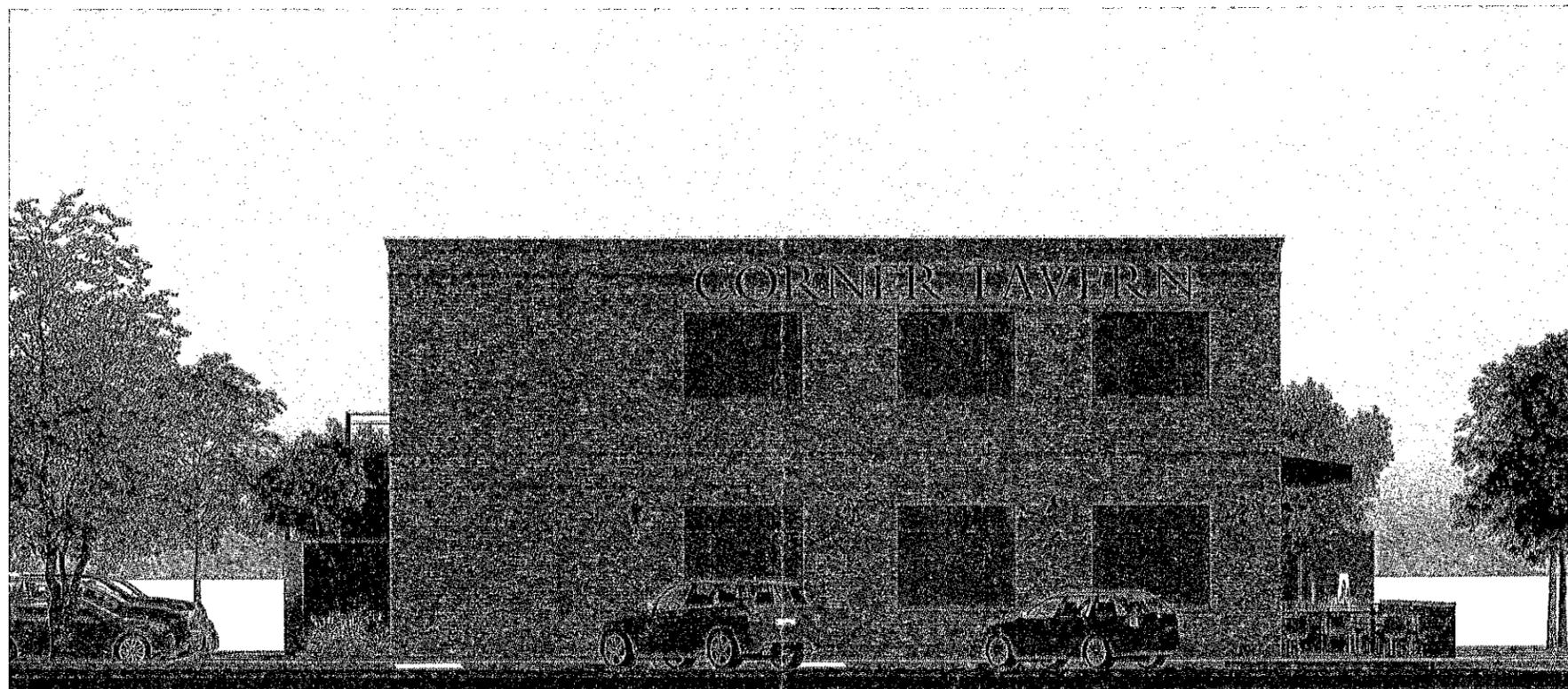
NOT issued for construction

Date: 02.19.2016
Project No.: 1580

Exterior Elevations



1 north elevation
A4.2 SCALE 1/4" = 1'-0"



2 west elevation
A4.2 SCALE 1/4" = 1'-0"

GOTSCH STUDIO

www.gotschstudio.com
1687 Runnymede Rd. NE
Atlanta, GA 30319
404.428.6624

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**Corner Tavern
& Taqueria
Hapeville**

0 Dearborn Plaza
Hapeville, GA 30354
For:
Mike Rabb
404.557.8449

submittal

NOT ISSUED FOR CONSTRUCTION

Date: 02.19.2016
Project No.: 1580

Exterior Elevations

A4.2

**Corner Tavern
& Taqueria
Hapeville**

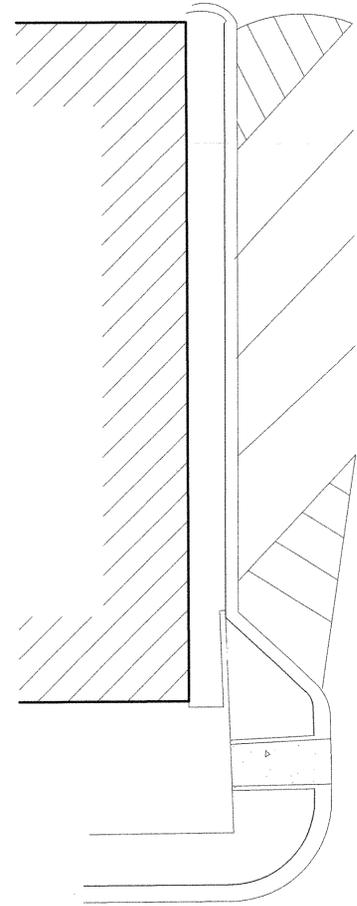
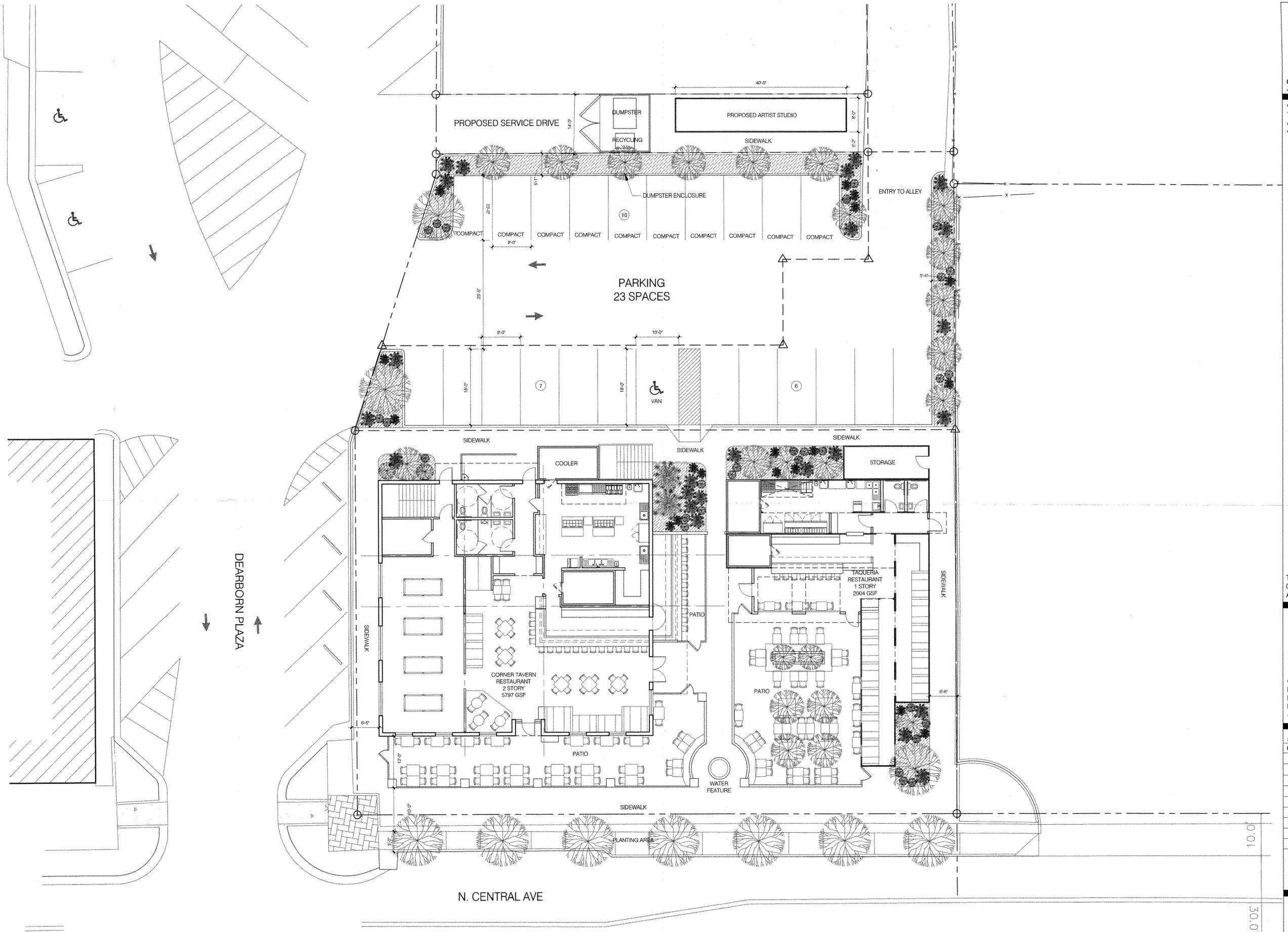
0 Dearborn Plaza
Hapeville, GA 30354
For:
Mike Rabb
404.557.8449

submittal
02.12.16 Review

NOT issued for construction

Date: 02.12.2016
Project No.: 1580

Architectural Site Plan



DEARBORN PLAZA

N. CENTRAL AVE

EDGE OF PAVEMENT

1 architectural site plan
SCALE: 1:20

SITE: 21,007 SF (0.48 ACRES)
0 5 10 20

10.0'
30.0'



HAPEVILLE T SPLOST PROJECT LIST

1. Rail Facilities (Silent Crossings)	\$ 2,400,000
2. Resurfacing/Drainage on Roads	\$ 1,800,000
3. Sidewalks	\$ 700,000
4. Signage/Traffic Signals	<u>\$ 600,000</u>
	\$ 5,500,000
	10% contingency
	Total \$ 6,050,000

CURRENT FEDERAL PROJECTS

1. Dogwood Dr. LCI Streetscape (PI# 0010329)	\$ 1.5
2. Rail Facilities Improvement (PI# 0007949)	\$ 2.4
3. Loop Road Access (PI# 0007532)	<u>\$ 4.2</u>
	\$ 8.1



Creating great art and helping other create great art one community at a time.
Ringgold, Ga.

Contact John W. Christian, gogeorgiaarts@yahoo.com 770 380-0420 www.facebook.com/gogeorgiaarts

Go Georgia Arts, 7787 Nashville Street, Ringgold Ga. 30736

Date November 18th 2015

Press Release: "Mural Grant Second Offering"

"MURAL GRANT OFFER"

For your City or Community

The Go Georgia Arts with John W. Christian Studios is offering free labor to paint a 12'x24' or 288s' mural. The concept is called "The Splatter and Drip Mural Painting Challenge"

Our Mission Statement

Our mission is to design, create, educate, and promote community heritage, culture, and tourism through public community art projects and events.

We will paint a mural and create an event around it. The plan is to start and complete a mural in ten days to two weeks (**whether permitting**). The design process takes months in advance. After the design process is completed, it is time to start the mural. The process works like this after the wall has been cleaned and checked for bad spots and fixed we start getting the wall ready. The week prior to the painting week we spend a couple of days prepping the wall with primer and then outline the designs and setting up the scaffolding. This takes two to three days for this process. The paint week starts Monday morning for seven days (whether permitting). During this week we can include street vendors, entertainment, music, our mobile art studio, and the whole thing will be videotaped. We also offer art workshops during the week for youth and adults. It also a great added attraction to have local historians to offer storytelling to school youth about the history about the images of what is being painted on the walls.

Along with painting the mural we will have a booth with art and prints for sale by **Georgia artists**. For sale will be **fine art and prints of local scenes, state parks and landmarks**.

The mural grant is offered three times annually. The project must depict and promote history, culture, events, people, and tourism of your community (this is your town or community story).

To qualify there are two offers

Offer One: to cities with (population under 10,000 people)

Offer Two: to cities with (population from 10,000 to 50,000 people)

You must be a city, DDA, school, or a 501-c3 not for profit group. The wall must be pre painted brick, block, or masonry. Also it must be in a public downtown area, or community center.

Our goal is to paint a labor free mural in all nine Georgia Regions state wide.

Involving the community

As part of the event we include the community to be a part of the **painting, event team, and vendors**. We also provide art workshops and paint parties during the week for youth and adults for a small fee per person. Funds from the process helps fund our mural and youth and adult art programs throughout the state.

Cost

Cities with (population under 10,000 offering grant murals with 288sf)

Your only cost is for designing the mural and paint supplies and expenses, that cost is \$2000.00 for a 288sf' mural. Also providing lodging for one person for seven to ten nights.

Cities with (population over 10,000 to 50,000 offering grant murals with 400sf)

Your only cost is for designing the mural and paint supplies and expenses, that cost is \$3000.00 for a 400sf mural. Also providing lodging for one person for seven to ten days.

If however you want a larger mural than the offer the added cost is by square foot, the cost is **\$20.00 per square foot**. As part of the design process you can have **eight different images** including two portraits and will receive three designs to choose from. If there is a need for a more images and is more complex design there is an **added charge of \$100.00 per image added. (The final design choice is yours.)** If you are one of the winners of the mural grant you will receive and email confirming our choice. After you agree to our terms you will need to send us an email confirmation agreeing the terms and offer. You then will need to send the first payment of **\$1000.00** or 50/50 of the balance is due after the design is completed and approved by you.

Our Team

Our team is made up of **local students, interns, and artists** from the northwest Georgia region. Team leader is **John W. Christian, founder and Artistic Director of Go Georgia Arts**, located in downtown Ringgold, Ga.

Second Mural Grant Region Offering 2016/17

1. Project offering in the **Northeast Georgia Mountains Region**. Your deadline for submission is **February 15th 2016** for project to be completed by **November 15th 2016**.
2. Project offering in the **Atlanta Metro Region**. Your deadline for submission is **April 15th 2016** for project to be completed by **November 15th 2016**
3. Project offering in the **Historic Heartland Region**. Your deadline for submission is **July 31st 2016** for project to be completed by **May 1st 2017**.
4. Project offering in the **Presidential Pathways Region**. Your deadline for submission is **July 31st 2016** for the projects to be completed by **May 1st 2017**.
5. Project offering in the **Magnolias Midlands Region**. Your deadline for submission in **July 31st 2016** for the projects to be completed by **May 1st 2017**.
6. Project offering in the **Plantation Trace Region**. Your deadline for submission is **July 31st 2016** for the project to be completed by **August 1st 2017**
7. Project offering in the **Coast Region**. Your deadline for submission is **July 31st 2016** for the project to be completed by **August 1st 2017**

First Mural Grant Winner

The City of Cave Spring This mural was completed in three weeks with eight days of rain in that time frame. Here are some of the fine people that made this all happen.



Other Mural Grant Winners

These mural will be painted in the spring and summer 2016

The City of Blue Ridge, this mural will be painted in the early spring 2016. Special thanks to the **Blue Ridge Mountain Arts Association and Art Center**.

The City of Washington, This mural will be painted from March 30th through April 9th 2016. Thanks to the **Washington-Wilkes Tourism**.

The City of Millen, this mural will be painted in April 2016. Thanks to the **Millen Main Street and Keep Jenkins Beautiful**.

The City of Cedartown, this mural will be painted in the summer 2016. As part of the **Silver Comet Trail**.

We are looking for Sponsors

If you would like more information about helping us fund this great program please contact John W. Christian of the Go Georgia Arts 770 380-0420 or email us at gogeorgiaarts@yahoo.com

The Go Georgia Arts, Splatter and Drip mural Painting Challenge

Grant Application

Community Name _____ Date _____

City _____ County _____

Civic or School Name _____

City or Government Name _____

Main Contact Name _____ Title _____

Phone _____ Email _____

Second Contact Name _____ Title _____

Phone _____ Email _____

Address of Project _____ City _____ County _____ Zip _____

Builder Owner Name _____ Phone _____

Scope of Project _____

Mission Statement of Project _____

Who is the Mural for and What is the Purpose of the mural! _____

When would you like the mural to be completed! _____

Where and how does your mural fit in with the community comprehensive plan? _____

List the images and wording you would like to have painted on the mural. _____

For any questions you can call John W. Christian at 770 380-0420 gogeorgiaarts@yahoo.com

All applicants must mail grant request to: Go Georgia Arts 7787 Nashville Street, Ringgold Ga. 30736

FIRE APPARATUS PURCHASE AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into as of _____, 2016, by and between FireLine, Inc., a Georgia domestic profit corporation located at 725 Patrick Industrial Lane, Winder, Georgia 30680 (hereinafter “**Seller**”) and the City of Hapeville, a Georgia municipal corporation located at 3468 North Fulton Avenue, Hapeville, Georgia 30354 (hereinafter “**Purchaser**”). Seller and Purchaser are sometimes referred to in this Agreement individually as a “Party” or collectively as “Parties.”

WITNESSETH:

WHEREAS, Purchaser desires to purchase a “Fire Apparatus” (as more specifically defined herein) from Seller and Seller desires to sell a Fire Apparatus to Purchaser.

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, representations and warranties herein contained, the Parties hereto do hereby covenant and agree as follows:

ARTICLE 1 **PURCHASE AND SALE**

1.1 Fire Apparatus. Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, upon the terms and conditions hereinafter set forth, the Mid Mount Aerial Fire Apparatus and other equipment, as more fully described on Exhibit “A” attached hereto (collectively, the “**Fire Apparatus**”).

ARTICLE 2 **PURCHASE PRICE AND PAYMENT**

2.1 Purchase Price and Payment. The total purchase price for the Fire Apparatus shall be **One Million Ten Thousand Seven Hundred Ninety-Six Dollars (\$1,010,796.00)** (the “**Purchase Price**”), exclusive of all Federal, State or local taxes of any nature, and shall be payable by Purchaser to Seller as follows or as more fully described on Exhibit “B” attached hereto:

- (a) Annual payments of **Eighty-Five Thousand Six Hundred Seventy-Four Dollars and 81/100 (\$85,674.81)** over a period of fourteen (14) years, with the first payment due on June 1, 2016.

ARTICLE 3 **FINANCING CONTINGENCY**

3.1 Financing Contingency. Purchaser’s obligations under this Agreement are contingent upon its securing adequate financing from a financial institution, upon terms acceptable to Purchaser in Purchaser’s sole discretion, or as outlined on Exhibit “B.” Nothing contained herein shall obligate Purchaser to make any specific efforts or to make any particular inquiries or applications with respect to financing. In the event Purchaser fails to obtain

adequate financing, Purchaser may terminate this Agreement absolutely and without further obligation.

ARTICLE 4
DELIVERY AND ACCEPTANCE

4.1 Delivery. Seller shall cause the Fire Apparatus to be delivered free on board destination, freight prepaid to the Purchaser's address contained herein by March 25, 2016 ("Delivery Date"), unless an unforeseen delay is caused by worker strikes, Seller's inability to obtain materials, or other causes beyond the Seller's control. In addition, Purchaser shall have the right to inspect the Fire Apparatus prior to Delivery Date to ensure conformance with the requirements and specifications contained in Exhibit "A."

4.2 Acceptance. Upon delivery, Purchaser shall have the right to inspect the Fire Apparatus to ensure conformance with the requirements and specifications contained in Exhibit "A" and to reject same if a nonconformance exists.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties. Seller hereby represents and warrants to Purchaser that all warranties contained in Exhibit "C" attached hereto shall be applicable to the transaction contemplated herein. Seller further represents and warrants to Purchaser that legal title to the Fire Apparatus shall be in Purchaser's name upon consummation of the transaction contemplated herein.

ARTICLE 6
MISCELLANEOUS

6.1 Headings. The captions or headings of the paragraphs of this Agreement are for convenience only, and shall not control or affect the meaning or construction of any of the terms or provisions of this Agreement.

6.2 Time of Essence. Time, wherever specified herein for the performance by Seller or Purchaser of any of their respective obligations hereunder, is hereby declared to be of the essence of this Agreement.

6.3 Amendments. This Agreement may not be amended or waived, except by writing, signed by all Parties to this Agreement.

6.4 Waiver. The waiver by any party of a breach of any provisions of this Agreement shall not operate, or be construed as, a waiver of any other or subsequent breach of that provision, nor as a waiver of any breach of any other provision.

6.5 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

6.6 Binding Agreement. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, their heirs, personal representatives, executors, successors or assigns.

6.7 Entire Agreement. This Agreement and the Exhibits attached hereto embody the entire agreement between the parties in connection with this transaction and there are no oral or parol agreements, representations or inducements existing between the parties relating to this transaction which are not expressly set forth herein and covered hereby; this Agreement may not be modified except by a written agreement signed by all of the Parties.

6.8 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia, without reference to the conflicts of laws principles of such State.

6.9 Rule of Interpretation. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties, it being recognized that both Purchaser and Seller have contributed substantially and materially to the preparation of this Agreement.

6.10 Severability. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances will not be affected thereby and the provisions of this Agreement shall be severable in any such instance.

6.11 Representation regarding Authority to Sign Agreement. Each of the representatives of the Parties signing this Agreement warrants and represents to the other that he, she or it has the actual authority to sign this Agreement on behalf of the Party for whom he, she or it is purporting to represent.

6.12 Additional Documents. The Parties agree to execute and to deliver to each other any and all other additional documents and to take any additional steps reasonably necessary to complete, to document and to carry out the business transaction contemplated by this Agreement.

6.13 Forum Selection. PURCHASER AND SELLER IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT, ARISING OUT OF OR FROM OR RELATED TO THIS AGREEMENT SHALL BE LITIGATED ONLY IN FEDERAL OR STATE COURTS HAVING SITUS WITHIN FULTON COUNTY, GEORGIA.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives, effective as of the date first set forth above.

CITY OF HAPEVILLE

By: _____
Alan Hallman, Mayor

ATTESTED TO:

By: _____
[Seal]

FIRELINE, INC.

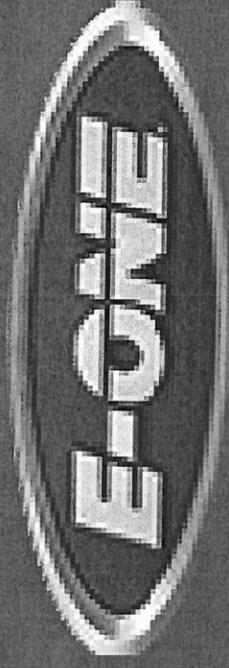
By: _____

Its: _____

ATTESTED TO:

By: _____
[Seal]

EXHIBIT "A"

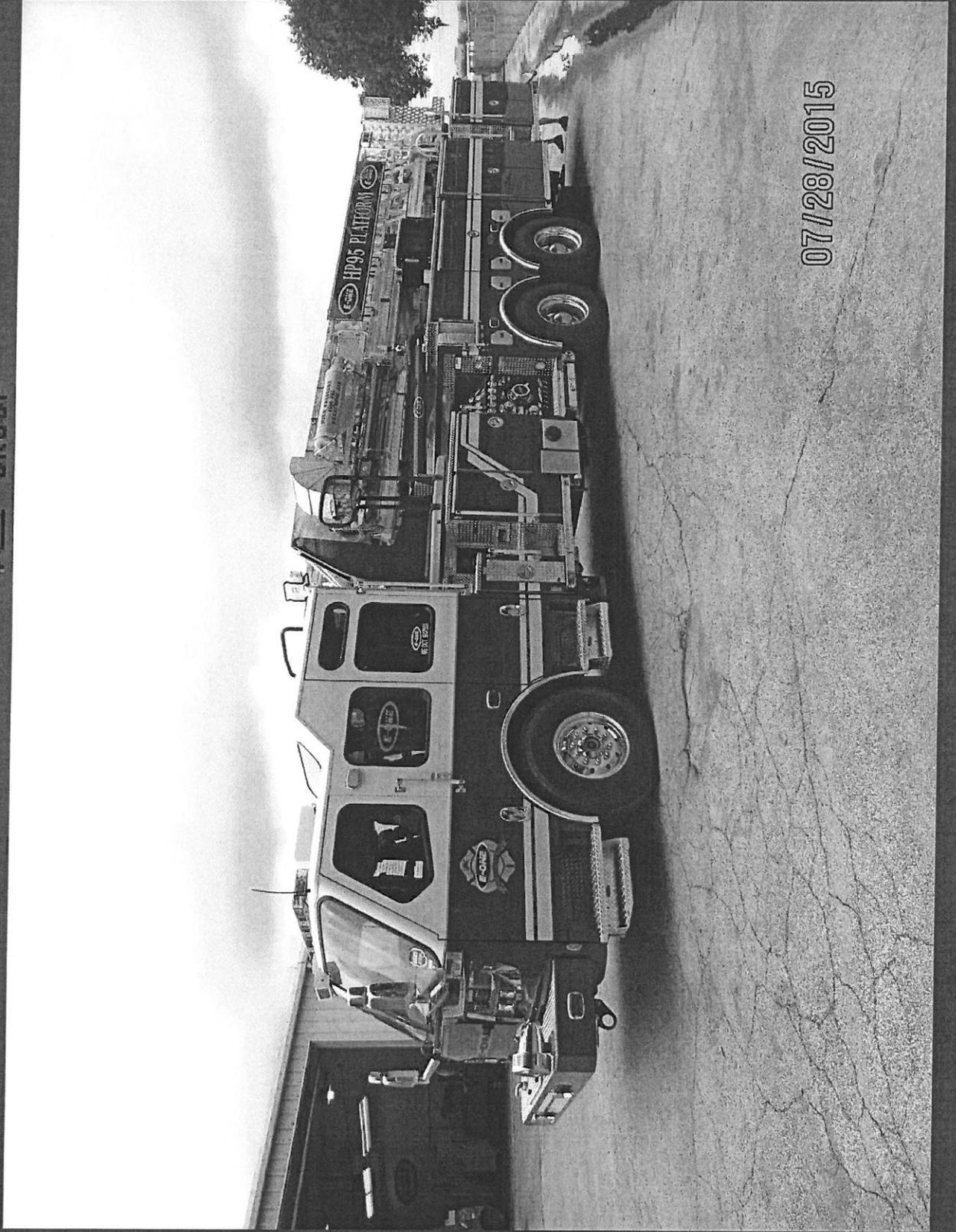


RES GROUP

- Mid Mount 95' Aerial Platform
- Aluminum Ladder
- 2000gpm Water Pump
- 4 Fly Ladder Sections
- Meets all NFPA Recommendations
- Lighter weight than most competitors
- Less Fuel consumption
- Less Tire Wear
- Less Maintenance cost- "Dogbone"
- Available Right Now!!



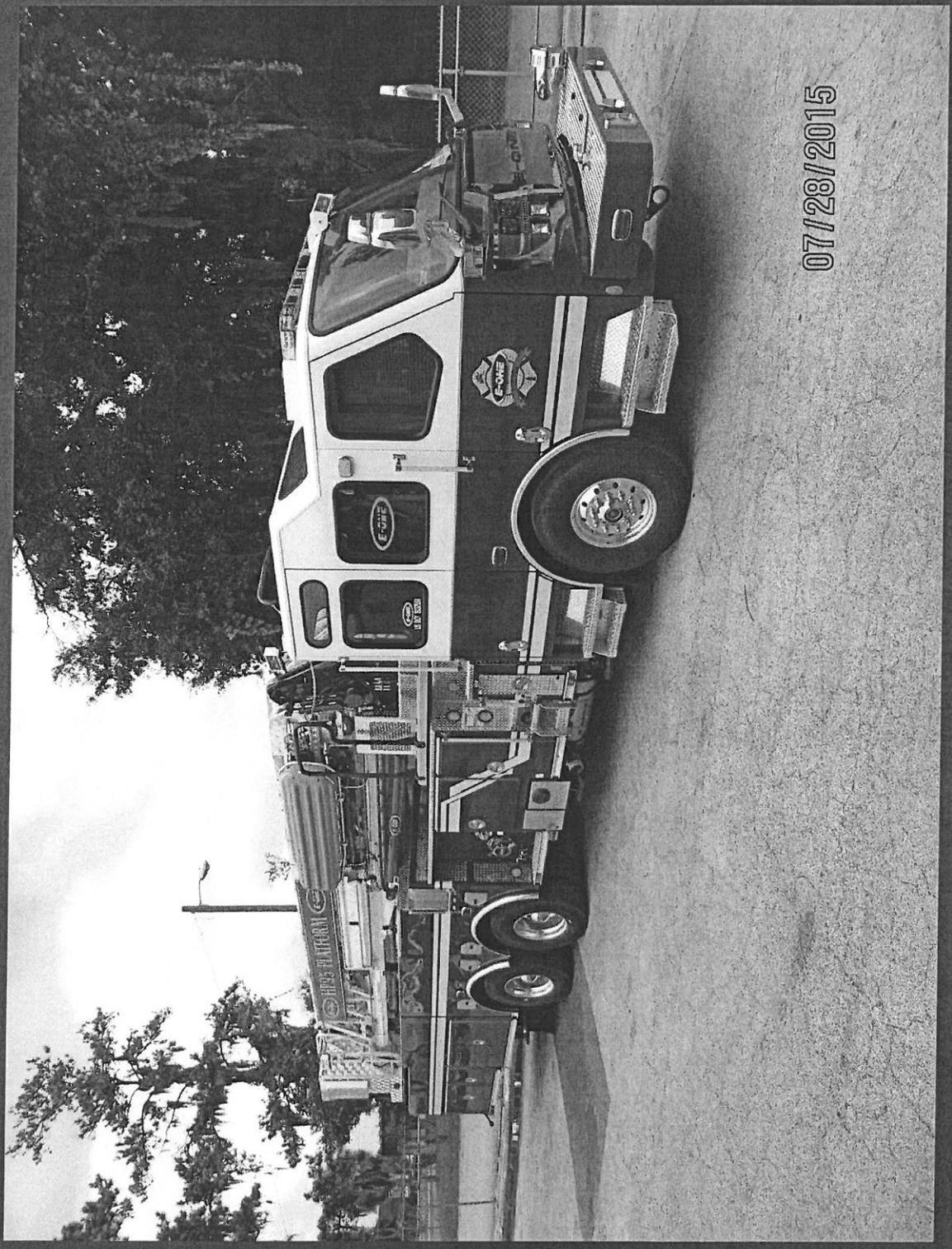
RE GROUP



07/28/2015



RES GROUP



07/28/2015



COST FINANCE



RE GROUP

Total cost includes

1. Four adjustable shelves with tracking
2. Two (2) floor mounted 500 lb. roll out trays
3. Two (2) slide out, adjustable tool boards
4. Three (3) Smart dock air pack mounting brackets
5. Remove rear bench seat and add a large medical compartment
With roll up door, 2 adjustable shelves and strip light
6. Aerial sign plates and cab door lettering
7. 129' ground ladders, seven (7) pike poles and one (1) pick
head axe

Total Cost: \$ 1.010,796.00

EXHIBIT "B"



All of **us** serving you®

Government Leasing and Finance

March 10, 2016

City of Hapeville, GA

At your request, U.S. Bancorp Government Leasing and Finance, Inc. ("USBGLF") has prepared for your consideration the following proposal for financing ("Proposal"). **This is only a proposal and does not represent a commitment by U.S. Bancorp Government Leasing and Finance, Inc.**

Lessor: U.S. Bancorp Government Leasing and Finance, Inc.

Lessee: City of Hapeville

Equipment: E-one Aerial Platform Fire Truck

Expiration: March 26, 2016

Proposed Structure and Payment Options:

Cost	Interest Rate	Payment	Factor	Term	Pmts / Yr	Adv / Arr
\$1,010,796.00	2.66%	\$85,674.81	0.084760	14yrs	1	Beg. June 1, 2016

Notes:

The Lease will be structured as a tax-exempt municipal lease, with title in the Lessee's name and USBGLF holding a security interest in the equipment during the term. The lease is "triple-net" with the Lessee responsible for taxes, maintenance and insurance. Documentation will be provided by USBGLF, including (i) standard representations, warranties and covenants by the Lessee pertaining to the accuracy of information, organization, authority, essential use, compliance with laws, pending legal action, location and use of collateral, insurance, financial reporting and financial covenants; and (ii) standard USBGLF provisions pertaining to events of default and remedies available upon default. This offer is subject to the execution of all documentation by the Lessee within a reasonable time and in form and substance acceptable to Lessee, USBGLF and USBGLF's counsel, including terms and conditions not outlined in this Proposal.

This Proposal is conditioned on there being no material adverse change in the financial condition of the Lessee. Additionally, the terms and conditions outlined herein are subject to final review and approval (including collateral and essential use review) by USBGLF's business, legal, credit, and equipment risk management personnel.

Sincerely,

Chris Jones

Christopher R. Jones
Senior Vice President

ACCEPTANCE:

By accepting this Proposal, Lessee acknowledges that **this Proposal does not represent a commitment to provide financing** but only outlines general terms and conditions of the USBGLF's financing program currently available to qualified lessees.

ACCEPTED BY:

Name / Title

dated: _____

EXHIBIT "C"



STATEMENT OF WARRANTY 1 YEAR STANDARD



E-ONE (the "Company") warrants each new item of fire and rescue apparatus manufactured by it against defects in material and workmanship provided the apparatus is used in a normal and reasonable manner. This warranty is extended only to the original user-purchaser for a period of one year from the date of delivery to the original user-purchaser.

E-ONE'S obligation under this warranty is strictly limited to replacing or repairing, as the Company may elect, any part or parts of such apparatus which the Company's examination discloses to be defective in material or workmanship.

The Company reserves the right to require any such repairs to be made either at a Company owned service facility or another approved service facility at the Company's option. Transportation cost to and from the servicing location are the responsibility of the user-purchaser.

The E-ONE warranty shall not apply to:

1. Major components or trade accessories such as purchased chassis, engines, tires, pumps, signaling devices, or batteries that have a separate warranty by the original manufacturer or to ancillary equipment used in fire fighting.
2. Normal adjustments and maintenance services.
3. Replacement of consumable parts including, but not limited to; filters, lubricants, belts, light bulbs, wiper blades, brake linings and brake pads.
4. Failure resulting from the apparatus being operated in a manner or for a purpose not recommended by E-ONE.
5. Any apparatus, which shall have been repaired, modified or altered in any way so as, in the Company's sole judgment, to have adversely affected the unit's stability or reliability.
6. Items subjected to misuse, negligence, accident or improper maintenance.
7. Loss of time or use of the vehicle, inconvenience or other incidental expenses.

Nothing contained in this warranty shall make E-ONE liable beyond the express limitations hereof, for loss, injury or damage of any kind to any person or entity resulting from any defect or failure in this vehicle.

To the extent permitted by law, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

To the extent permitted by law, this warranty is also in lieu of all other obligations or liabilities on the part of E-ONE or the Seller, including liability for incidental and consequential damages.

E-ONE makes no representation that the vehicle has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the vehicle.

No person or affiliated Company representative is authorized to give any other warranties or to assume any other liability on behalf of E-ONE in connection with sale, service or repair of any apparatus manufactured by the Company.

E-ONE reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.



Statement of Warranty

TEN YEAR LIMITED PAINT & PERFORATION

EXHIBIT O

EMERGENCY ONE, INC. (E-ONE) warrants each new fire, and rescue apparatus during the warranty period when used in a normal and reasonable manner. All apparatus shall be warranted against peeling, cracking, blistering, and corrosion. This warranty shall provide for repair or replacement, at E-ONE's option, any claim in accordance with the following terms and conditions.

WHAT IS COVERED

- **WARRANTY APPLIES** - This warranty is for all new fire, and rescue apparatus manufactured by E-ONE and is extended only to the original user-purchaser. The warranty registration must be received by E-ONE within 30 days of the in-service date for the warranty to apply.
- **REPAIRS COVERED** - The warranty covers repair or replacement, at E-ONE's option. Repairs shall be made at an E-ONE owned service facility or another approved service facility at E-ONE's option.
- **OBTAINING REPAIRS** - The original user-purchaser must notify E-ONE in writing within 30 days after any claimed defect has appeared. Transportation costs to and from the servicing center shall be the responsibility of the user-purchaser.
- **WARRANTY PERIOD** - The warranty period shall begin upon delivery of the apparatus to the original user-purchaser. Corrosion perforation shall be covered for **TEN YEARS**. Corrosion perforation is defined as **complete penetration** through the exterior metal of the apparatus. The following percentages apply:

Topcoat & Appearance: Gloss, Color Retention, Cracking	Coating System, Adhesion & Corrosion: Includes Dissimilar metal corrosion, Flaking, Blistering, Bubbling
0 to 72 months 100%	0 to 36 months 100%
73 to 120 months 50%	37 to 84 months 50 %
	85 to 120 months 25%

NOTES:

- Undercarriage, cab and body interiors are covered under our standard one year warranty.
- Demonstration vehicles sold to an end user will have the full warranty, if sold within one year of demonstration service, and will be prorated if sold after the first year.

WHAT IS NOT COVERED

- Any cab not manufactured by E-ONE.
- Damage caused by fire, misuse, negligence or accident.
- Damage caused by theft, vandalism, riot or explosion.
- Damage caused by lightning, earthquake, windstorm, hail, flood, or use in an acidic environment.
- Any repairs, modifications, alterations or after market parts added after manufacture without the authorization of E-ONE.
- Damage from lack of, or poor maintenance and cleaning.
- Gold leaf or striping except that which is affected by repair. (Gold leaf or striping must have been installed during manufacturing to be covered under this limited warranty.)
- Loss of time, loss of use of the product, inconvenience, lodging, food or other consequential or incidental loss that may result from a failure.
- UV Paint fade (UV Paint fade is covered by a separate warranty. Refer to vendor warranty for complete details.)

NOTE: Surety bond, if required, applies only to E-ONE's Basic One Year Limited Warranty, and not to this or any other extended warranty made by E-ONE or any of E-ONE's suppliers.



STATEMENT OF WARRANTY

10 YEAR/100,000 MILE STRUCTURAL WARRANTY



The STATEMENT OF WARRANTY ensures the original user-purchaser that any E-ONE manufactured cab and/or body is, and will remain free of structural defects, provided they are used in a normal and reasonable manner. The cab and body are defined as modular structures, fabricated with aluminum extrusion and plate. Excluded is all hardware, mechanical items, electrical items or paint finishes. Structural componentry is defined as the body/cab supports and mountings as identified in E-ONE's specifications.

The STATEMENT OF WARRANTY is strictly limited to the repairing or replacing, as E-ONE (the "Company") may elect, any part or parts of such apparatus which the Company's examination discloses to be defective in material or workmanship.

The STATEMENT OF WARRANTY shall extend for a period of 10 years/100,000 miles from the delivery date to the original user-purchaser. The Company reserves the right to require any such repairs to be made either at a Company owned service facility or another approved service facility at the Company's option. Transportation cost to and from the servicing location is the responsibility of the user-purchaser.

The STATEMENT OF WARRANTY shall not cover the following:

1. Damage caused by fire, misuse, negligence, or accident.
2. Damage caused by theft, vandalism, riot or explosion.
3. Damage caused by lightning, earthquake, windstorm, hail, water or flood.
4. Any body and/or cab, which shall have been repaired, modified or altered without the Company's authorization.
5. Damage caused from exposure to road de-icing compounds or use in an acidic environment.
6. Damage from lack of maintenance or cleaning.
7. Loss of time, loss of use of the product, inconvenience, lodging, food or other consequential loss that may result from a failure.

Nothing contained in the STATEMENT OF WARRANTY shall make E-ONE liable beyond the express limitations hereof, for loss, injury or damage of any kind to any person or entity resulting from any defect or failure in the cab and/or body.

E-ONE reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

REV C
2/27/06

NOTE: Surety bond, if required, applies only to E-ONE's Basic One Year Limited Warranty, and not to this or any other extended warranty made by E-ONE or any of E-ONE's suppliers.



**AERIAL DEVICE
TWENTY YEAR
STRUCTURAL INTEGRITY LIMITED WARRANTY**



E-ONE (the "Company") warrants each new aerial device manufactured by E-ONE to be free of structural failures caused by defective design or workmanship for a warranty period of twenty years after the date on which the vehicle is first delivered to the original purchaser.

This warranty is limited to structural components, torque box, outrigger structure, turntable, aerial sections and platform (if applicable). This warranty applies only if the original purchaser provides to E-ONE dated test results showing that the aerial device (1) has been, at least annually, visually inspected, operationally tested, and load tested in accordance with the latest revision of NFPA 1914 and (2) has been nondestructive tested by an E-ONE approved third party testing agency in accordance with the latest revision of NFPA 1914. Dates test results must be submitted with claim or this warranty is void.

E-ONE's obligation under this warranty is limited to repairing or replacing, as E-ONE may elect, without charge to the original purchaser, the structural component or components which E-ONE, after examination, finds, to E-ONE's satisfaction, to have structurally failed due to defective design or workmanship.

E-ONE's obligation under this warranty is subject to the conditions precedent (1) that the claimed failure shall have first appeared during the warranty period; (2) that the original purchaser shall have notified E-ONE in writing or the claimed failure within (30) days after the claimed failure shall have first appeared and (3) that, unless E-ONE directs otherwise, the claimed failed item or items shall have been returned to E-ONE, or to E-ONE's designee, promptly after the notification, with transportation charges prepaid. E-ONE reserves the right to thoroughly examine the vehicle or parts thereof, prior to conducting or approving any repair or replacement, to determine whether the claimed failure is covered by this warranty.

In advance of the original purchaser effecting repair or replacement of a structural component or components found by E-ONE to have structurally failed due to defective design or workmanship, approval for the repair or replacement must be obtained from E-ONE's Customer Service Department. Repair or replacement must be made by a facility approved in advance by E-ONE. Failure to obtain either or both of the advance approvals voids this warranty. Coverage under this warranty of labor for repair or replacement is limited to the time or amounts reasonable necessary, as determined by E-ONE, to make the repair or replacement. Labor time or amounts deemed excessive by E-ONE are not covered by this warranty.

Any repair or replacement effected by E-ONE under this warranty is itself warranted under this warranty for the duration of the warranty period. This is subject however, to the provisions of this warranty as are applicable to the structural component or components repaired or replaced by E-ONE.

This warranty terminates upon transfer of possession or ownership of the vehicle from the original purchaser.

This warranty does not apply to or cover: (1) mechanical components and wear items (includes hydraulic components and fittings); (2) normal maintenance service or adjustments; (3) electrical components; (4) any item that has been repaired, replaced or ALTERED BY A FACILITY NOT APPROVED IN ADVANCE BY E-ONE'S CUSTOMER SERVICE DEPARTMENT, OR IN A MANNER WHICH, IN E-ONE'S judgment, may adversely affect the operation or longevity of the vehicle or item; (5) special, incidental or consequential damages including, but not limited to, loss of time, inconvenience, loss of use, or loss of profits; (6) any malfunction resulting from misuse, negligence, alteration, accident or lack of operational knowledge or normal maintenance or adjustments; (7) time required to unload or reload the vehicle or item; (8) material bending, buckling or other material deformation unless caused by a structural failure of a structural component, as identified in E-ONE's specifications, of the aerial device due to the defective design or workmanship; or (9) transportation fees or charges to or from any facility.

This warranty is void if E-ONE determines that the vehicle or item has been neglected, misused, altered, overloaded, loaded beyond specified component weight limits, loaded to a state of imbalance side to side or damaged, this warranty is also void if E-ONE determines that the warranty claim is false or misrepresented, that the vehicle or item has been damaged in an accident or by an act of God, or that the structural failure is attributable to the use or operation of the vehicle or item in a manner of for a purpose other than that for which E-One intended or designed the vehicle or item.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, WARRANTIES ARISING BY OPERATION OF LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE), ALL OTHER REPRESENTATIONS TO THE ORIGINAL PURCHASER, AND ALL OTHER OBLIGATIONS OR LIABILITIES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY OBLIGATION OR LIABILITY FOR SPECIAL, PERSON TO GIVE OR ASSUME, ANY OTHER WARRANTY, OBLIGATION OR LIABILITY ON E-ONE'S BEHALF, UNLESS EXPRESSLY GIVEN OR ASSUMED IN WRITING BY E-ONE.

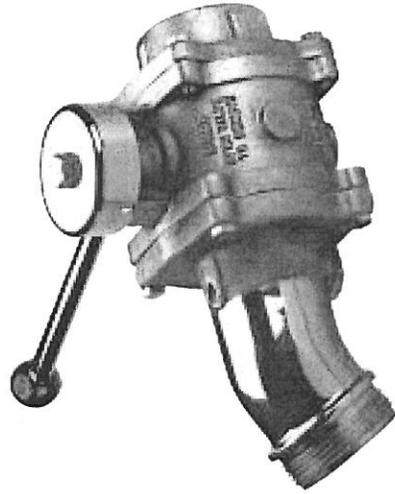
E-ONE reserves the right to make changes to E-ONE's products without incurring any obligation to modify or improve previously manufactured products.

REV C
2/7/05

NOTE: Surety bond, if required, applies only to E-ONE's Basic One Year Limited Warranty, and not to this or any other or extended warranty made by E-ONE or any of E-ONE's suppliers.

AKRON BRASS 10 YEAR WARRANTY ON HEAVY DUTY SWING-OUT™ VALVES

Akron Brass warrants Heavy Duty Swing-Out Valves for a period of ten (10) years after purchase against defects in material or workmanship. Akron Brass will repair or replace any Heavy Duty Swing-Out Valve which fails to satisfy this warranty. Repair or replacement shall be at the discretion of Akron Brass. Electrical components shall carry our standard five (5) year warranty. We will not be responsible for: wear and tear; any improper installation, use or maintenance; negligence of the owner or user; repair or modification after delivery; failure to follow our instructions or recommendations; or anything else beyond our control. **WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THOSE INCLUDED IN THIS WARRANTY STATEMENT, AND WE DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.** Further, we will not be responsible for any consequential, incidental or indirect damages (including, but not limited to, any loss of profits) from any cause whatsoever. No person has authority to change this warranty.



**HEAVY
DUTY**
Swing-Outs
Proven Performance Trusted by Firefighters
For Over Half a Century

 **AKRON**
BRASS COMPANY

An ISO 9001:2000 Registered Company



Cummins Warranty

Worldwide

Fire Apparatus/Crash Trucks



Coverage

Products Warranted

This Warranty applies to new diesel Engines sold by Cummins and delivered to the first user on or after April 1, 2007, that are used in fire apparatus truck and crash truck* applications Worldwide.

Base Engine Warranty

The Base Engine Warranty covers any failures of the Engine which result, under normal use and service, from a defect in material or factory workmanship (Warrantable Failure). This Coverage begins with the sale of the Engine by Cummins and ends five years or 100,000 miles (160,935 kilometers), whichever occurs first, after the date of delivery of the Engine to the first user.

Engine aftertreatment components included in the Cummins Critical Parts List (CPL) and marked with a Cummins part number are covered under Base Engine Warranty.

Additional Coverage is outlined in the Emission Warranty section.

These Warranties are made to all Owners in the chain of distribution and Coverage continues to all subsequent Owners until the end of the periods of Coverage.

Cummins Responsibilities

Cummins will pay for all parts and labor needed to repair the damage to the Engine resulting from a Warrantable Failure.

Cummins will pay for the lubricating oil, antifreeze, filter elements, belts, hoses and other maintenance items that are not reusable due to the Warrantable Failure.

Cummins will pay for reasonable labor costs for Engine removal and reinstallation when necessary to repair a Warrantable Failure.

Cummins will pay reasonable costs for towing a vehicle disabled by a Warrantable Failure to the nearest authorized repair location. In lieu of the towing expense, Cummins will pay reasonable costs for mechanics to travel to and from the location of the vehicle, including meals, mileage and lodging when the repair is performed at the site of the failure.

Owner Responsibilities

Owner is responsible for the operation and maintenance of the Engine as specified in Cummins Operation and Maintenance Manuals. Owner is also responsible for providing proof that all recommended maintenance has been performed.

Before the expiration of the applicable Warranty, Owner must notify a Cummins distributor, authorized dealer or other repair location approved by Cummins of any Warrantable Failure and make the Engine available for repair by such facility. Except for Engines disabled by a Warrantable Failure, Owner must also deliver the Engine to the repair facility.

Service locations are listed on the Cummins Worldwide Service Locator at cummins.com.

Owner is responsible for the cost of lubricating oil, antifreeze, filter elements and other maintenance items provided during Warranty repairs unless such items are not reusable due to the Warrantable Failure.

Owner is responsible for communication expenses, meals, lodging and similar costs incurred as a result of a Warrantable Failure.

Owner is responsible for non-Engine repairs and for "downtime" expenses, cargo damage, fines, all applicable taxes, all business costs and other losses resulting from a Warrantable Failure.

Owner is responsible for a \$100 (U.S. Dollars) deductible per each service visit under this plan in the 3rd, 4th and 5th years of Base Engine Warranty. The deductible will not be charged during the first 2 years of the Base Engine Warranty.

Limitations

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine.

Any unauthorized modifications to the aftertreatment could negatively effect emissions certification and void Warranty.

Cummins is also not responsible for failures caused by incorrect oil, fuel or diesel exhaust fluid or by water, dirt or other contaminants in the fuel, oil or diesel



exhaust fluid.

This Warranty does not apply to accessories supplied by Cummins which bear the name of another company. Such non-warranted accessories include, but are not limited to: alternators, starters, fans, air conditioning compressors, clutches, filters, transmissions, torque converters, vacuum pumps, power steering pumps, fan drives and air compressors. Cummins branded alternators and starters are covered for the first two years from the date of delivery of the Engine to the first user, or the expiration of the Base Engine Warranty, whichever occurs first.

Failures resulting in excessive oil consumption are not covered beyond the duration of the Coverage or 100,000 miles (160,935 kilometers) or 7,000 hours from the date of delivery of the Engine to the first user, whichever of the three occurs first. Before a claim for excessive oil consumption will be considered, Owner must submit adequate documentation to show that consumption exceeds Cummins published standards.

Failures of belts and hoses supplied by Cummins are not covered beyond the first year from the date of delivery of the Engine to the first user or the duration of the Warranty, whichever occurs first.

Parts used to repair a Warrantable Failure may be new Cummins parts, Cummins approved rebuilt parts or repaired parts. Cummins is not responsible for failures resulting from the use of parts not approved by Cummins.

A new Cummins or Cummins approved rebuilt part used to repair a Warrantable Failure assumes the identity of the part it replaced and is entitled to the remaining Coverage hereunder.

Cummins Inc. reserves the right to interrogate Electronic Control Module (ECM) data for purposes of failure analysis.

CUMMINS DOES NOT COVER WEAR OR WEAROUT OF COVERED PARTS.

CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

THIS WARRANTY AND THE EMISSION WARRANTY SET FORTH HEREINAFTER ARE THE SOLE WARRANTIES MADE BY CUMMINS IN REGARD TO THESE ENGINES. CUMMINS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Emission Warranty

Products Warranted

This Emission Warranty applies to new Engines marketed by Cummins that are used in the United States** in vehicles designed for transporting persons or property on a street or highway. This Warranty applies to Engines delivered to the first user on or after September 1, 1992.

Coverage

Cummins warrants to the first user and each subsequent purchaser that the Engine is designed, built and equipped so as to conform at the time of sale by Cummins with all U.S. federal emission regulations applicable at the time of manufacture and that it is free from defects in material or factory workmanship which would cause it not to meet these regulations within the longer of the following periods: (A) Five years or 100,000 miles (160,935 kilometers) of operation, whichever occurs first, as measured from the date of delivery of the Engine to the first user or (B) The Base Engine Warranty.

If the vehicle in which the Engine is installed is registered in the state of California, a separate California Emission Warranty also applies.

Limitations

Failures, other than those resulting from defects in material or factory workmanship, are not covered by this Warranty.

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine.

Any unauthorized modifications to the aftertreatment could negatively effect emissions certification and void Warranty.

Cummins is also not responsible for failures caused by incorrect oil, fuel or diesel exhaust fluid or by water, dirt or other contaminants in the fuel, oil or diesel exhaust fluid.

Cummins is not responsible for non-Engine repairs, "downtime" expenses, cargo damage, fines, all applicable taxes, all business costs or other losses resulting from a Warrantable Failure.

**CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL
OR CONSEQUENTIAL DAMAGES.**

* Airport operated crash trucks and fire department operated trucks employed to respond to fires, hazardous material releases, rescue and other emergency-type situations.

** United States includes American Samoa, the Commonwealth of Northern Mariana Islands, Guam, Puerto Rico and the U.S. Virgin Islands.



Cummins Inc.
Box 3005
Columbus, IN 47202-3005
U.S.A.

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607 N.W. 27th Avenue
Ocala, Florida 34475
800-533-3569

PRODUCT WARRANTY

Class 1 warrants that any equipment of our own manufacture (or manufactured for us pursuant to our specifications) found to have defects in material or workmanship during normal use and service, will be repaired or replaced (at our option) free of charge, provided that written notice of such defect is received by us within two years (three for liquid-filled gauges) after initial shipment. All equipment requiring repair or replacement under this warranty shall be returned prepaid to **Class 1**. Such returned equipment shall be examined by us and, if found to be defective as a result of materials failure or workmanship, shall be repaired or replaced at no charge.

This warranty shall not apply to any equipment which has been tampered with or altered after leaving our control or which has been repaired by anyone except **Class 1**. Product, which has been subjected to misuse, neglect, abuse, or improper application, will not be covered under this warranty. Misuse or abuse of the equipment or any part thereof shall include, but not limited to, damage by negligence, overpressure, excess voltage and the like. Operating the equipment with or in a corrosive, explosive, or combustible medium (unless equipment is specifically designed for such service), or exposing it to any other conditions or environment of greater severity than that for which the equipment was designed will void this warranty.

This warranty is given and accepted in lieu of all other warranties, expressed or implied, and of all other obligations or liabilities on our part. In no event shall we be liable for breach of warranty beyond the terms stated above or for any consequential damages in any case. **Class 1**'s liability in all events is limited to the value of the product involved.

In order to ensure prompt exchange or repair service, please contact **Class 1** toll free at 800-533-3569 or email: class1returns@idexcorp.com to receive a Return Materials Authorization Number (RMA #) prior to returning the items to **Class 1**. Please mark the RMA # on the outside of all packages. This will enable our receiving department to quickly route the product to the appropriate repair department. Products received by **Class 1** without a RMA # may experience service delays or may be returned to the sender for additional information. All returned items should be shipped prepaid by customer to:

Class 1, 607 NW 27th Ave., Ocala, FL 34475



Raff McDougall
Emergency One Fire Trucks
Plant 2
3611 SW 20th street
Ocala FL 34474
P: 352-861-3775

RE- ISX11.9 500hp Cyclone 2 Aerial Fire Truck Installation

Dear Raff,

Cummins has approved our IQA submission for the 2010 ISX11.9 installation on March 28, 2011. Per the submission, the installation meets Cummins requirement. Per Cummins AEB's, any changes to the installation need to be communicated to Cummins for additional review and approval.

<u>System</u>	<u>Concurrence</u>
Power Train	Yes
Mounting	Yes
Deaeration	Yes
Cooling	Yes
Fuel	Yes
Air Induction	Yes
Air Compressor	Yes
Exhaust	Yes
Lubrication	Yes
Electrical	Yes
Accessories	Yes
Serviceability	Yes

Emergency One

Page 2

As always, this engine installation interfaces with various other systems in the equipment. There are several factors the installation review cannot be expected to address and have not been evaluated unless specifically noted in this report.

- Equipment application with regard to type of service and performance
- Component quality, workmanship, assembly practices and endurance abilities.
- Conformance of the equipment to regulatory or legislated requirements for design, safety and noise levels.
- End user acceptability of subjective characteristics as vibration or noise levels.

This report in no way reflects or assures market availability of the equipment reviewed.

Please contact me if you have any questions.

Best regards,

Aaron Schilling

Aaron Schilling

Application Engineering

Cummins Power South Southern region

Cc: John Tyson- Cummins Power South LLC Ocala

Lee Trexler-Cummins Power South LLC Atlanta



Hale Products Inc. • A Unit of IDEX Corporation
700 Spring Mill Avenue • Conshohocken, PA. 19428
Phone: 610-825-6300 • Fax: 610-825-6440
www.haleproducts.com

Hale Products Inc. Limited Standard Warranty (Fire Service Applications Only)*

EXPRESS WARRANTY: Hale Products, Incorporated ("Hale") hereby warrants to the original buyer that products manufactured by Hale are free of defects in material and workmanship for a period of five (5) years from the date the product is first placed into service or five and one-half (5-1/2) years from date of shipment by Hale, whichever period shall be first to expire. Within this warranty period Hale will cover parts and labor for the first two (2) years and parts only for years three (3) through five (5).

LIMITATIONS: HALE'S obligation is expressly conditioned on the Product being:

- Subjected to normal use and service.
- Properly installed and maintained in accordance with HALE'S Instruction Manual and Industry Standards as to recommended service and procedures.
- Not damaged due to abuse, misuse, negligence or accidental causes.
- Not altered, modified, serviced (non-routine) or repaired other than by an Authorized Service facility.
- Manufactured per design and specifications submitted by the original buyer.
- Used with an appropriate engine as determined by the engine manufacturers published data.
- Excluded are normal wear items identified as but not limited to packing, strainers, anodes, filters, light bulbs, intake screens, wear rings, mechanical seals, etc.

THE ABOVE EXPRESS LIMITED WARRANTY IS EXCLUSIVE. NO OTHER EXPRESS WARRANTIES ARE MADE. SPECIFICALLY EXCLUDED ARE ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATIONS, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE; COURSE OF DEALING; USAGE OF TRADE; OR PATENT INFRINGEMENT FOR A PRODUCT MANUFACTURED TO ORIGINAL BUYER'S DESIGN AND SPECIFICATIONS.

EXCLUSIVE REMEDIES: If Buyer promptly notifies HALE upon discovery of any such defect (within the Warranty Period), the following terms shall apply:

- Any notice to HALE must be in writing, identifying the Product (or component) claimed defective and circumstances surrounding its failure.
- HALE reserves the right to physically inspect the Product and require Buyer to return same to HALE'S plant or Authorized service Facility.
- In such event, Buyer must notify HALE for a Return Goods Authorization number and Buyer must return the Product F.O.B. within (30) days thereof.
- If determined defective, HALE shall, at its option, repair or replace the Product, or refund the purchase price (less allowance for depreciation).
- HALE's reimbursement covers only the standard labor and Hale components required for the removal, repair, and/or re-installation of HALE supplied Product.
- HALE's reimbursement does not cover the standard labor or components for the removal and reinstallation of non-HALE supplied components.
- Absent proper notice within the Warranty Period, HALE shall have no further liability or obligation to Buyer there-fore.

THE REMEDIES PROVIDED ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE. IN NO EVENT SHALL HALE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF LIFE; PERSONAL INJURY; DAMAGE TO REAL OR PERSONAL PROPERTY DUE TO WATER OR FIRE; TRADE OR OTHER COMMERCIAL LOSSES ARISING, DIRECTLY OR INDIRECTLY OUT OF PRODUCT FAILURE.



* Portable and float pumps, non-fire service applications, skids and trailer products sold by Hale are not covered by this warranty document.



**STATEMENT OF WARRANTY
STAINLESS STEEL PLUMBING COMPONENTS
10 YEAR WARRANTY POLICY**



E-ONE (the "Company") warrants all E-ONE manufactured stainless steel plumbing components used in the construction of E-ONE fire apparatus water/foam plumbing systems against defects and workmanship provided the apparatus is used in a normal and reasonable manner. This warranty is extended to the original user-purchaser for a period of ten years from the date of delivery to the original user-purchaser, whichever occurs first.

The Company reserves the right to require any such repairs to be made either at a Company owned service facility or another approved service facility at the Company's option. Transportation cost to and from the servicing location are the responsibility of the user-purchaser.

E-ONE will repair, or replace the specific E-ONE manufactured stainless steel plumbing component, at our option, with a new E-ONE manufactured stainless steel plumbing component. E-ONE will cover all customary and reasonable costs to remove and install the E-ONE manufactured stainless steel plumbing component. This warranty will not cover components that have been misused or abused, or due to accident or natural disaster. E-ONE will not cover any unauthorized third party repairs or alterations. Any of these actions may void the warranty.

Nothing contained in this warranty shall make E-ONE liable beyond the express limitations hereof, for loss, injury or damage of any kind to any person or entity resulting from any defect or failure in the E-ONE manufactured stainless steel plumbing components.

To the extent permitted by law, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

To the extent permitted by law, this warranty is also in lieu of all other obligations or liabilities on the part of E-ONE or the Seller, including liability for incidental and consequential damages.

E-ONE makes no representation that the E-ONE manufactured stainless steel plumbing components have the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the apparatus.

No person or affiliated Company representative is authorized to give any other warranties or to assume any other liability on behalf of E-ONE in connection with sale, service or repair of any apparatus manufactured by the Company.

E-ONE reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

REV C
2/7/05

NOTE: Surety bond, if required, applies only to E-ONE's Basic One Year Limited Warranty, and not to this or any other extended warranty made by E-ONE or any of E-ONE's suppliers.



STATEMENT OF WARRANTY LIFETIME FRAME WARRANTY



E-ONE (the "Company") warrants to the original user-purchaser only of an E-ONE chassis that the frame and frame members are free of defects in material and workmanship, ordinary wear and tear excepted, for the lifetime of the vehicle.

E-ONE'S obligation under this warranty is strictly limited to replacing or repairing, as the Company may elect, any part or parts of such frame or frame members which the Company's examination discloses to be defective in material or workmanship. This company reserves the right to require any such repairs to be made either at a Company owned service facility or another approved service facility at the Company's option. Transportation cost to and from the servicing location are the responsibility of the user-purchaser.

This warranty shall be null and void if the frame shows any evidence of alterations, cutting, splicing, welding or drilling of rails or flanges without the written authorization of E-ONE. Further, this warranty shall be void if the vehicle is involved in an accident, shows signs of abuse, neglect, or evidence of being operated in a manner or purpose not recommended by E-ONE.

Nothing contained in this warranty shall make E-ONE liable beyond the express limitations hereof, for loss, injury or damage of any kind to any person or entity resulting from any defect or failure of the chassis.

To the extent permitted by law, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATIONS, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

To the extent permitted by law, this warranty is also in lieu of all other obligations or liabilities on the part of E-ONE or the Seller, including liability for incidental and consequential damages.

E-ONE makes no representation that any E-ONE chassis has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the vehicle.

No person or affiliated Company representative is authorized to give any other warranties or to assume any other liability on behalf of E-ONE in connection with sale, service or repair of any apparatus manufactured by the Company.

E-ONE reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

REV C
2/7/05

NOTE: Surety bond, if required, applies only to E-ONE's Basic One Year Limited Warranty, and not to this or any other extended warranty made by E-ONE or any of E-ONE's suppliers.

UPF POLY-TANK® IIE

THE ALL-OUT™ NO FAULT LIFETIME WARRANTY

UNITED PLASTIC FABRICATING, INC. warrants each UPF POLY-TANK® IIE Booster/Foam tank to be free from manufacturing defects in material and workmanship for the service life of the original vehicle (vehicle must be actively used in fire suppression). The warranty is transferable within the United States, and Canada by notifying UPF within thirty (30) days of the vehicle transfer date. Every UPF POLY-TANK® IIE is thoroughly inspected and tested for leaks before leaving our facility and must be installed in accordance with the United Plastic Fabricating Installation Guidelines. Should any problems develop with your UPF POLY-TANK® IIE Booster/Foam tank, please notify UPF in writing or call our TOLL FREE SERVICE HOT LINE at 1-800-USA-POLY and provide UPF with the serial number and a description of the problem. If UPF determines that the tank problem has rendered the truck out of service, UPF will dispatch a service technician WITHIN 48 HOURS (2 DAYS) to repair the tank (This time period is for the United States and Canada Only). If it is determined that the vehicle can remain in service, UPF will dispatch a service technician within a mutually agreed upon time period. Should the vehicle be located outside of the United States and Canada, UPF will assume costs for labor and material for the repair and for any travel costs to the U.S. port of embarkation. Costs for airline or other means of travel outside of the U.S. and Canada will not be the responsibility of United Plastic Fabricating, Inc.

UPF will repair or, at its option, replace the tank with a new UPF POLY-TANK® IIE. UPF will cover customary and reasonable costs to remove and install the UPF POLY-TANK® IIE. This warranty will not cover tanks that have been improperly installed, misused or abused, and the serial number must not have been altered, defaced or removed. UPF will not cover any unauthorized third party repairs or alterations. Any of these actions may void the warranty.

THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF. THERE IS NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR A WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, THIS WARRANTY IS IN LIEU OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF UNITED PLASTIC FABRICATING, INC.

This warranty contains the entire warranty. It is the sole warranty and price agreements or representation, whether oral or written, are either merged herein or expressly canceled. UNITED PLASTIC FABRICATING, INC. neither assumes, nor authorizes any person supposing to act on its behalf to change, nor assume for it, any warranty or liability concerning its product.

IN NO EVENT WILL UNITED PLASTIC FABRICATING, INC. BE LIABLE FOR AN AMOUNT IN EXCESS OF THE CURRENTLY PUBLISHED RETAIL PRICE PLUS INSTALLATION AND REMOVAL COST OF THE BOOSTER TANK, FOR ANY LOSS OR DAMAGE, WHETHER DIRECT OR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR OTHERWISE ARISING OUT OF FAILURE OF ITS PRODUCT.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Some states do not allow exclusion or limitation of incidental or consequential damage, so the above limitation or exclusion may not apply to you. Since some states do not allow limitations on the length of an implied warranty, the above limitation may not apply to you.



FILL IN THE INFORMATION CONTAINED ON YOUR WARRANTY CARD IN THE FORM TO THE RIGHT. PLEASE KEEP THIS INFORMATION IN A SAFE PLACE FOR REFERENCE. IF SERVICE SHOULD EVER BE NEEDED, CALL 1-800-USA-POLY.

POLY-TANK®, POLY-TANK® II & POLY-TANK® IIE are all registered trademarks of United Plastic Fabricating, Inc.
ALL-OUT™ and PT2E™ are trademarks of U.P.F., Inc.
AccTuf™ is a trademark of Amoco Polymers, Inc., exclusive to U.P.F.
© April 1998 U.P.F., Inc. Printed in the U.S.A.

Transfer of Ownership Form

Serial Number: _____

Original Owner: _____

Address: _____

City/Town: _____ State: _____ Zip: _____

Complete and fax or mail to UPF to transfer warranty

Date of transfer: _____

New Owner: _____

Address: _____

City/Town: _____ State: _____ Zip: _____

**** All transfers subject to approval by UPF. ****



Hapeville Fire Department

3468 North Fulton Ave.
Hapeville, Ga. 30354
404-669-2174

Tom Morris
Fire Chief

March 10, 2016

To: William Whitson, Tom Morris, James Schuster and Ethan Pham

Gentleman,

Below is the requested information needed for the purchase of the E-One Aerial Apparatus. I along with one of the other personnel from our Fire Department will be traveling to Ocala, Florida on March 23rd and March 24th. On March 23rd we will be inspecting the truck for any defects in operations or any other problems. The truck, barring there are no major issues, will be re-inspected by us again the next morning after any found defects are corrected. Again, barring no major issues that would delay delivery, an E-One driver will then deliver the truck from Ocala, Florida to Hapeville on March the 25th, 2016. The apparatus will be covered by E-One until it is delivered to our city. When the truck gets to the city acceptance paperwork has to be signed and that information is then sent to E-One and the financing company. Training for our personnel on operation, maintenance and other nuances of the apparatus will begin March the 29th until all three shifts have been trained. This training is of no cost to the city. The trainer is from E-One and this training will meet the required specification from the National Fire Protection Association.

1. Truck: 2015 E-One Mid Mount Aerial Apparatus
2. Vehicle Identification Number: 4ENLABA83F1008977
3. E-One Fireline Contact: Robert "Bob" McDonel
4. Bob's Cell: (770) 617-0282, Email: mcdonel@firelineinc.com

Thank you,

Larry Richardson B.A.S, NREMT-P
Emergency Management Coordinator

Government Leasing and Finance

March 10, 2016

City of Hapeville, GA

At your request, U.S. Bancorp Government Leasing and Finance, Inc. ("USBGLF") has prepared for your consideration the following proposal for financing ("Proposal"). **This is only a proposal and does not represent a commitment by U.S. Bancorp Government Leasing and Finance, Inc.**

Lessor: U.S. Bancorp Government Leasing and Finance, Inc.

Lessee: City of Hapeville

Equipment: E-one Aerial Platform Fire Truck

Expiration: March 26, 2016

Proposed Structure and Payment Options:

Cost	Interest Rate	Payment	Factor	Term	Pmts / Yr	Adv / Arr
\$1,010,796.00	2.66%	\$85,674.81	0.084760	14yrs	1	Beg. June 1, 2016

Notes:

The Lease will be structured as a tax-exempt municipal lease, with title in the Lessee's name and USBGLF holding a security interest in the equipment during the term. The lease is "triple-net" with the Lessee responsible for taxes, maintenance and insurance. Documentation will be provided by USBGLF, including (i) standard representations, warranties and covenants by the Lessee pertaining to the accuracy of information, organization, authority, essential use, compliance with laws, pending legal action, location and use of collateral, insurance, financial reporting and financial covenants; and (ii) standard USBGLF provisions pertaining to events of default and remedies available upon default. This offer is subject to the execution of all documentation by the Lessee within a reasonable time and in form and substance acceptable to Lessee, USBGLF and USBGLF's counsel, including terms and conditions not outlined in this Proposal.

This Proposal is conditioned on there being no material adverse change in the financial condition of the Lessee. Additionally, the terms and conditions outlined herein are subject to final review and approval (including collateral and essential use review) by USBGLF's business, legal, credit, and equipment risk management personnel.

Sincerely,
Chris Jones
Christopher R. Jones
Senior Vice President

ACCEPTANCE:

By accepting this Proposal, Lessee acknowledges that **this Proposal does not represent a commitment to provide financing** but only outlines general terms and conditions of the USBGLF's financing program currently available to qualified lessees.

ACCEPTED BY:

Name / Title

dated: _____

STATE OF GEORGIA

CITY OF HAPEVILLE

ORDINANCE NO.

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF HAPEVILLE, BY AMENDING ARTICLE 3.3 (SIGNS AND MURALS) OF CHAPTER 93 (ZONING) IN ITS ENTIRETY; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the duly elected governing authority of the City of Hapeville, Georgia (the “City”) is the Mayor and Council thereof; and

WHEREAS, the City has the power to regulate the display of outdoor signage within its limits pursuant to its exclusive zoning and planning authority granted by the 1983 Constitution of the State of Georgia, including but not limited to Article IX, Section II, Paragraph IV and Article IX, Section II, Paragraph III; the authority granted by the General Assembly of the State of Georgia, including but limited to O.C.G.A. § 36-70-3; the authority granted under the Charter of the City of the Hapeville, including but not limited to Sections 1-102; as well as the general police powers of the City and other authority provided by federal, state, and local laws applicable hereto; and

WHEREAS, the City previously exercised such power, having adopted a comprehensive code governing the manner in which people may display outdoor signs and murals that presently is codified in Article 3.3 of Chapter 93 of its Code of Ordinances; and

WHEREAS, the United States Supreme Court’s recent opinion in *Reed v. Town of Gilbert, Arizona*, 135 S.Ct. 2218 (2015), clarified the meaning of content neutrality as a central

requirement of the First Amendment’s protection of free speech with respect to the regulation of certain types of signs; and

WHEREAS, the *Gilbert* Court reaffirmed that ordinances which regulate certain signs by category according to the type of information conveyed are content-based and subject to strict scrutiny analysis, the most exacting form of judicial review and one that is exceptionally hard to satisfy; and

WHEREAS, the *Gilbert* opinion also makes clear that regulations which apply to all signs and use content-neutral standards, such as size, material composition, lighting, moving parts, and portability, would not be subject to strict scrutiny review under the First Amendment and, therefore, would likely to be upheld if challenged; and

WHEREAS, the City desires to revise its sign and mural regulations in light of the *Gilbert* opinion by amending the provisions in Article 3.3 (Signs and Murals) in Chapter 93 (Zoning) of the Code of Ordinances; and

WHEREAS, the public health, safety, and general welfare of the citizens of the City will be positively impacted by the adoption of this Ordinance.

NOW THEREFORE, BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HAPEVILLE, and by the authority thereof:

Section 1. The Code of Ordinances of the City of Hapeville, Georgia is hereby amended by repealing the provisions of Article 3.3 (Signs and Murals) in Chapter 93 (Zoning) in their entirety and inserting in lieu thereof the provisions set forth in Exhibit “A”, which is attached hereto and made a part hereof by reference.

Section 2. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 3. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

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

Section 4. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 5. This Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City.

Section 6. The effective date of this Ordinance shall be the date of adoption unless otherwise specified herein.

ORDAINED this _____ day of _____, 2015.

CITY OF HAPEVILLE, GEORGIA

Alan Hallman, Mayor

ATTEST:

Jennifer Elkins, City Clerk

APPROVED AS TO FORM:

Steven M. Fincher, City Attorney

EXHIBIT A

[See Attached]

Chapter 93 - Zoning

Article 3.3 – Signs and Murals.

DIVISION 1 – Signs

Section 93-3.3-1. Statement of purpose and intent.

- (a) This division seeks to create the legal framework necessary to ensure a comprehensive and balanced system of signs within the city. A comprehensive regulation is necessary to ensure that signs installed in Hapeville are compatible with the unique nature and character of the community. The purpose of this division is to preserve the right of free speech and expression, facilitate appropriate communication between people and their environment, promote the public health, safety and welfare, and avoid the visual clutter that is potentially harmful to traffic and pedestrian safety, property values, business opportunities, and community appearance.

With these concepts in mind, the provisions in this division, which regulate signs by such factors as design, size, height, spacing and location, but not on the basis of any message conveyed by such signs, and also regulate the maintenance of signs, are hereby established to achieve the following purposes:

- (1) To protect the health, safety, general welfare and property values of residents and property owners of the city.
- (2) To promote and implement the goals, objectives and policies adopted in the comprehensive plan.
- (3) To effectively balance public and private objectives by allowing adequate signs for the needs of business and developers.
- (4) To regulate the installation and placement of signs in order to provide safe operating conditions for pedestrians and motorists by eliminating unsafe, cluttered, distracting, or illegal signs.
- (5) To promote the use of signs that are aesthetically pleasing, of appropriate scale, integrated with surrounding buildings and landscape, and compatible with the character of the surrounding area.
- (6) To ensure the protection of free speech rights provided by the United States Constitution and the Georgia Constitution.

(b) It is the intent of this division to:

- (1) Enable the public to locate and design sign facilities without difficulty or confusion.
- (2) Provide functional flexibility, encourage variety and relate signing to basic principles of good design.

- (3) Balance the rights of individuals to convey messages through signs and the right of the public to be protected against the unrestricted proliferation of signs by regulating signs on the basis of such factors as design, height, spacing, and location, but not on the basis of the content of any message conveyed thereby.
- (4) Provide an enhanced visual environment for residents and visitors and protect existing view sheds in the community.
- (5) Promote economic development.
- (6) Ensure the fair and consistent enforcement of sign regulations.

Section 93-3.3-2. Definitions.

For the purposes of this Article, the following definitions shall have the meanings ascribed to them in this section, unless specifically stated otherwise:

Aerial view sign. This includes, but is not limited to, any sign horizontally affixed to a roof or attached to a roof such that the sign is not readily viewable from the surrounding ground.

Aggregate sign area. The total area of all signs on a lot. Entrance signs and subdivision signs shall not be considered in the calculation of aggregate sign area in the R-0, R-SF, R-1, R-2, R-3, R-4, R-AD, C-R and V Zones, or in the U-V Zone when a lot is developed for residential use. Street numbers assigned by the United States Postal Service shall not be considered in calculating the aggregate sign area. See definition of "Sign area."

Animated Sign. A sign that features movement or a change of lighting to depict action or to create a special effect or scene. This includes signs that rotate or revolve to display a message.

Awning sign. Any sign applied directly to or attached directly to an awning.

Billboard sign. Any ground sign having an area of 300 square feet or greater. Billboards may display a traditional static image, a "multiple message sign" accomplished by a mechanical transition to a second or third image or a "large screen video display" utilizing full motion video technology and commonly referred to as digital or LED billboards.

Canopy Sign. See Awning Sign.

Changeable copy sign. Any sign that incorporates changing lettering or images to form a message or messages, whether such changes are accomplished electronically or manually.

Decision date. The date upon which the City Planner makes a final decision on the approval or denial of a building permit application.

Entrance sign. Any ground sign placed at the intersection of a public street and a private entryway into a neighborhood or subdivision, apartment community, condominium complex, office park, industrial park or other building with multiple dwelling units or commercial units.

Erect. To build, paint, construct, attach, hang, place, suspend, or affix.

Externally illuminated signs. Any sign illuminated by an external light source directed primarily toward such sign.

Feather flag sign. A temporary banner sign installed on a single post and manufactured of lightweight material designed to move with the wind.

Festoon. A decorative chain, strip or ornamentation hanging between two points.

Flag. A sign consisting of fabric or other similar material attached at one end to a pole or building and hanging freely such that it may flutter or move in the wind.

Flashing sign. Any sign the illumination of which changes in intensity, scrolls, flashes or changes message or appearance more often than once every 10 seconds.

Ground sign. Any sign supported by uprights or braces permanently placed in the ground and not supported by or suspended from any building.

Handheld signs. Any sign larger than six inches by six inches carried by a person including but not limited to picket signs, shields or sandwich boards.

Internally illuminated signs. Any sign which has characters, letters, figures, designs or outlines illuminated by electric lights, LEDs or luminous tubes located within the interior of the sign.

Median. A paved or planted strip dividing any public or private right-of-way, road or highway into lanes parallel to the direction of travel.

Monument Sign. A Ground Sign mounted directly upon the ground and not raised by vertical braces or supports.

Noncombustible material. Any material that will not ignite at or below a temperature of 1,200 degrees Fahrenheit and will not continue to burn or glow at that temperature.

Nonconforming Sign. Any sign that does not conform to the provisions of this Article at the date of adoption.

Person. Any individual, entity, firm, partnership, association, corporation, company or organization of any kind.

Primary facade. The exterior wall of the building most nearly parallel to widest street on which the building fronts.

Projecting sign. Any sign which is perpendicular to a building or other structure and extends more than 12 inches horizontally from the plane of the building wall.

Road frontage. The distance measured in linear feet of a lot that abuts any public street.

Roofline. The highest continuous horizontal line of a roof. On a sloping roof, the roofline is the principal ridgeline, or the highest line common to one or more principal slopes of roof. On a flat roof, the roofline is the highest continuous line of the roof or parapet, whichever is the higher.

Roof Sign. Any sign attached to a building or structure and displayed above the lowest horizontal line of the building roof.

Sandwich Board Sign. A movable A-frame sign not secured or attached to the ground or surface on which it is located.

Secondary facade. Any exterior wall of a building that is most nearly parallel to an adjoining street that is not the primary facade. A secondary facade may also be to the rear of the primary facade and may adjoin a parking lot rather than a street. The end elevation of a building shall also be considered a secondary facade.

Sign. Every device, item, product, frame, letter, figure, character, mark, plane, point, design, picture, stroke, stripe, trademark, or reading matter used or intended to be used to attract the attention of or convey information to the general public. For purposes of determining number of signs, a single display surface or a single display device containing elements organized, related and composed to form a unit shall be considered a single sign. Where information is displayed in a random manner without an organized relationship to other elements, or where there is reasonable doubt as to the relationship of elements, each element shall be considered a single sign.

Sign Area. The total area on which a message is displayed on any sign. For double-faced signs, the side with the largest sign area shall be used in computing sign area. The sign area of a double-faced sign having unequal faces shall be the area of the larger face. The sign area of wall signs shall be the net geometric area measured by the smallest possible rectangle or combination of rectangles enclosing the display surface of the sign, including the outer extremities of all letters, characters and delineations. Double-faced signs having an interior angle formed by the faces greater than 45 degrees shall be considered individual sign faces and the area of each face shall be used in computing sign area. Window sign area shall be measured in the same manner as wall signs.

Sign District. A portion of the city believed to share a common character and identified on the City of Hapeville "Sign District Map," Figure 1.1. Sign districts or character areas establish sign standards for properties located in these districts. See section 93-3.3-2-01.

Sign Face. The part or parts of a Sign that is/are used or can be used to convey information visually.

Sign structure. All members of a sign (including braces, posts and supports) except the sign face itself.

Stake Sign. Any Temporary Sign supported by uprights placed in the ground and not supported by or suspended from any building with a maximum sign area of three (3) square feet.

Storefront. The primary facade of a commercial building or a single, undivided tenant space that may be located in a multi-tenant commercial building.

Structural change or repair. Any reinforcement, replacement, bolstering, augmenting or substitution of a support element of a sign structure, including but not limited to alteration or replacement of the foundation, support structures, columns or beams, sign frame or sign head for any purpose other than to render the sign structure safe.

Structural trim. The molding, battens, cappings, nailing strips, latticing, and platforms which are attached to a sign structure, but which do not contribute to the conveying of a message.
Subdivision sign. Any sign placed at the intersection of two public roads, or at the intersection of a public and private road, where one of the roads is the main thoroughfare accessing a commercial or residential subdivision.

Submission date. The date stamped on a sign application indicating the date the application was actually received in the Community Services Department.

Temporary Sign. Any sign or device which is not permanently attached to the ground or other permanent structure, which is designed to be mobile or is designed to remain in place for a limited time. This includes, but is not limited to, signs designed to be transported regularly from one location to another, signs designed with wheels, regardless of whether the wheels remain attached to the sign, or signs tethered to an existing structure. Banners are considered Temporary Signs.

Wall Sign. Any Sign which is attached parallel to or painted on an exterior building wall.

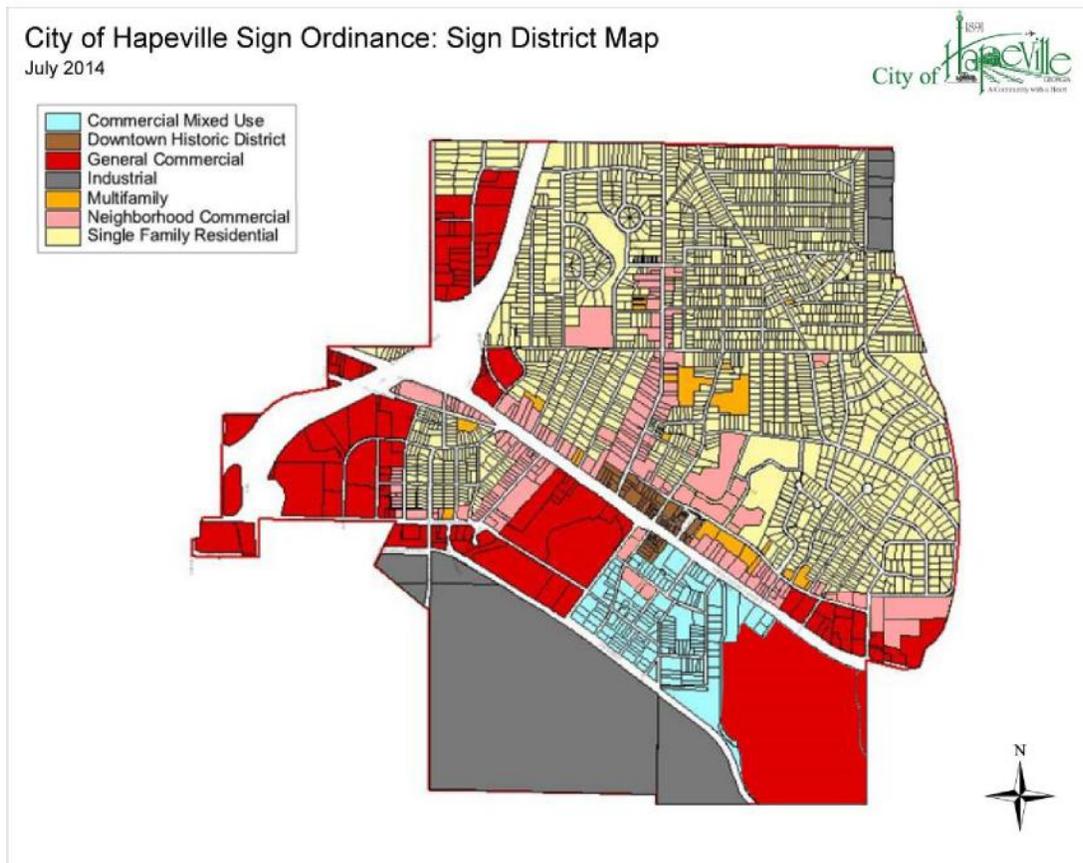
Weekend Sign. A Temporary Sign that is not illuminated, internally or externally, and is erected between the time frame spanning 5:00 p.m. on any Friday and 8:00 a.m. on the subsequent Monday.

Window sign. Any sign displayed to an outside observer on or through a window or covering a window clearly visible from the right-of-way. Any sign that conveys a message at a scale as to font size or graphics or the use of such components as neon or LED lighting clearly intended to advertise to pedestrians or motorists in the right-of-way, despite the location in a store, shall be considered window signs. Window sign shall include signs posted on or otherwise affixed to a glass door.

Zoning district. The classification of parcels of land as defined under the City of Hapeville Zoning Ordinance.

Section 93-3.3-2-01

Figure 1.1 Sign District Map



Section 93-3.3-3. Permit Required.

Except where specifically excluded by a provision in this division, it shall be unlawful for any Person to place, erect, repair, alter, relocate, change, modify or maintain any Sign or any Sign Face without first obtaining a permit from the City Planner in the manner set forth in this chapter and otherwise complying with the terms herein.

Section 93-3.3-4. Permit application submission, requirements, decision, and appeal.

- (a) Submission of sign permit applications. Sign permit applications must be delivered to the Department of Community Services. All permit applications must be stamped by Planning and Zoning Department personnel indicating the Submission Date.
- (b) An application for a permit to erect a Sign shall be made on a form or forms provided by the Community Services Department and shall contain the following information:
 - (1) Name, mailing address, email address, if any, and phone number of the property owner and the applicant;
 - (2) Address of building, structure or lot on which the Sign is to be attached or erected;
 - (3) Position of the Sign in relation to nearby buildings or structures, property lines and other Signs located on the lot;
 - (4) Three sets of accurately scaled drawings of the plans, contents, specifications, and method of construction and attachment to the building or the ground for the Sign as well as a scaled drawing of the site showing drives, structures and any other limiting site features;
 - (5) Name of Person erecting the Sign;
 - (6) Written consent of the property owner, or the property owner's agent, granting permission for the placement of the Sign on the property and permission to enter the property to maintain said Sign;
 - (7) A written list describing all other signs located on the lot indicating the sign type, size, height and placement;
 - (8) Complete calculations establishing the size and area of the Sign; and
 - (9) Such other information as the Community Services Department or the City Planner shall require to demonstrate full compliance with this and all other ordinances of the City.
- (c) Approval of the Community Services Department. The Community Services Department shall review all sign applications that require a permit for compliance with the building codes and indicate such compliance in a written report attached to the application. After completing any such report, the Community Services Department shall forward the application, including any other documents submitted by the applicant, and the report to the City Planner.
- (d) Decision of the City Planner.
 - (1) Provided that the application is complete, all permit fees have been paid, and the proposed Sign and the lot on which the Sign is to be placed are in compliance with all requirements of this division and all other ordinances and laws of the City, the City Planner shall render a determination and shall inform the applicant of his or her decision within 45 calendar days of the Submission Date. The City Planner shall give notice to the applicant of his or her decision on such application by hand delivery or by mailing such notice, by certified mail, return receipt requested, to the address on the permit application on or before the 45th day.

- a. Upon the expiration of the 45-day period without a decision being made on the application, the applicant shall be permitted to erect and maintain the sign under this statutory provision unless and until the City Planner notifies the applicant of a denial of the application and states the reasons for the denial. No Person erecting a sign under this provision shall acquire any vested rights to continued maintenance of such signs, and following a subsequent denial of a sign application by the City Planner, the sign must be brought into compliance with this division.
 - (2) The City Planner shall reject any application that is incomplete or contains false material information or omissions within 45 calendar days of the Submission Date. Applications subsequently submitted in conformity with this section shall be deemed to have been submitted on the date of resubmission rather than the original Submission Date.
 - (3) If the City Planner determines that a previously issued sign permit was issued pursuant to an application that contained false material information or omissions, he or she shall promptly revoke such permit and the Sign shall be immediately removed.
- (e) Appeal. An applicant who is dissatisfied by a decision of the City Planner on the application for a sign permit has the right to appeal that decision. Any such appeal shall occur under the following procedures:
- (1) The applicant shall deliver a written notice of appeal to the City Planner within fourteen (14) calendar days of his or her receipt of the notice of the decision. In the event that that no appeal is made within the 14-day period, the decision of the City Planner shall become final. In the event that an appeal is filed, the City Planner shall promptly transmit to the Board of Appeals all documents constituting the record upon which the decision appealed from was made.
 - (2) The Board of Appeals shall (a) hold a hearing on any timely filed appeal no more than thirty (30) days after the notice of appeal was received; and (b) make its final determination of the appeal not more than thirty (30) days after the date of such hearing. The review by the Board of Appeals shall be limited to a determination of whether or not the decision of the City Planner was clearly erroneous.
 - (3) Any appeal of the decision of the Board of Appeals shall be taken to the Superior Court of Fulton County by a petition for a writ of certiorari.

Section 93-3.3-5. Permit Expiration date.

If work authorized under a permit has not been completed to the satisfaction of the Code Enforcement Officer using common industry standards within six (6) months after the date of issuance, the permit shall become null and void.

Section 93-3.3-6. Permit Fees.

Each application for a sign permit must be accompanied by a payment for the permit fee. The fee for a sign permit shall be as established by Mayor and Council from time to time. A copy of the fee schedule shall be available electronically on the City website or as hard copy in the Community Services Department.

Section 93-3.3-7. Identification labels.

- (a) Every Sign placed, constructed, erected or maintained for which a permit is required by this division, shall be plainly marked with the permit number issued for the structure firmly affixed on the Sign in such a manner that the permit number shall be readily accessible and durable.
- (b) Displaying a permit that has been tampered with, altered or mutilated, or displaying a Sign without a permit, shall be a misdemeanor offense punishable in municipal court as set out in section 93-3.3-25.

Section 93-3.3-8. Nonconforming signs.

- (a) The City finds that Nonconforming Signs may adversely affect the public health, safety and welfare. Such signs may adversely affect the aesthetic character of the city and may adversely affect public safety due to the visual impact and structural characteristics of such signs on motorists. Accordingly, the following registration requirements are found to be necessary to minimize these possible adverse effects through annual inspections essential to enabling the City to remain aware of the location and maintenance of nonconforming signs.
- (b) The owner(s) or authorized agent(s) of each Nonconforming Sign located within the city shall register such Nonconforming Sign with the City Planner no later than six months after the effective date of this division and shall thereafter renew this registration, annually. Any Nonconforming Sign that does not comply with these registration requirements shall be deemed an illegal Sign and shall be subject to the regulations applicable to illegal signs and all other enforcement provisions. The City Planner shall provide a form for registering a Nonconforming Sign and shall annually inspect such Sign to ensure continued conformity in all other respects with all other provisions of this division and any other applicable City ordinances or regulations. The initial registration fee shall be \$50.00. Each subsequent renewal fee shall be \$25.00. These fees are intended to offset administrative costs associated with monitoring compliance with this division.
- (c) Signs which on the effective date of this division were approved and legally erected under previous sign regulations and which became nonconforming with respect to the requirements of this division may continue in existence subject to the following restrictions:
 - (1) No change shall be made in the size of any Nonconforming Sign, nor shall any structural change be made to any such Sign, unless the Sign is brought into compliance with the provisions of this division.

- (2) Any Nonconforming Sign declared to be unsafe by the Code Enforcement Officer shall be removed or rendered safe and brought into compliance with the provisions of this division.
 - (3) No Nonconforming Sign damaged by fire or other causes to the extent of more than 50 percent of its assessed value shall be repaired or rebuilt except in compliance with this division. Repair work shall take place within six (6) months of the incident that caused the damage.
 - (4) Any Sign erected on public property or in a public right-of-way in violation of this division may be removed by duly authorized employees of the City and the responsible party may be cited for such violation.
- (d) A Nonconforming Sign shall not be replaced by another Nonconforming Sign, except the substitution or interchange of poster panels or dismountable material on nonconforming signs shall be permitted, provided such materials do not constitute structural elements.
- (1) Minor repairs and maintenance of Nonconforming Signs shall be permitted. However, no structural repair or change in the size, shape or height of a Nonconforming Sign shall be permitted except to bring the Sign into compliance with the requirements of this division.
 - (2) A nonconforming Sign which meets all requirements of the City Code when erected may remain in place until one of the following conditions occurs:
 - a. The deterioration of the Sign or damage to the Sign renders the Sign a hazard; or
 - b. The Sign has been damaged to such extent that structural repairs are required to restore the Sign. A structural repairs are any repair necessary to maintain the stability and structural integrity of the Sign and are not merely aesthetic in nature.
 - (3) No structural repair, change in shape, size, height or design of a Nonconforming Sign shall be permitted except to render such Sign in compliance with all requirements of this division.

Section 93-3.3-9. Applicability.

The provisions of this division shall apply to all Signs erected within the corporate limits of the City of Hapeville.

Section 93-3.3-10. Prohibited signs.

The following signs are prohibited:

- (1) Any sign that due to its color, shape, size, height, lighting, location, position and/or design appears to be in imitation of, or may be confused by motorists and pedestrians, for an official traffic control Sign or signal.
- (2) Signs attached to telephone, electrical power or light poles.

- (3) Roof Signs.
- (4) Sandwich Board Signs located in any residential zoning district.
- (5) A Vehicle Sign with a total Sign Area in excess of ten square feet, where the vehicle upon which the Sign is painted, drawn or otherwise affixed meets the following:
 - a. Any part of the vehicle is parked for more than three consecutive hours within 100 feet of any public right-of-way;
 - b. The vehicle is visible from any public right-of-way;
 - c. The vehicle is not being actively loaded or unloaded;
 - d. If parked on a non-residential lot, the vehicle is not being used for the purpose of providing transportation for the owners, employees, inventory, merchandise, supplies or materials concerning a business operating on the lot; and
 - e. There are other available and accessible locations on or about the lot where the vehicle can be parked, which are not within 100 feet of any public right-of-way and visible from such.
- (6) Animated Signs involving motion or sound.
- (7) Flashing, blinking, or varying light intensity signs, with the exception of Changeable Copy Signs that meet the requirements of section 93-3.3-18.
- (8) Streamers or searchlights.
- (9) Inflatable Signs or Festoons.
- (10) Feather Flag Signs.
- (11) Building, window and door lighting having an intensity greater than 0.3 foot-candles measured as prescribed in a "Recommended Night-time Brightness Levels for On-Premises Electronic Message Centers (EMC's)" document published by the International Sign Association, April 2011.
- (12) Any Sign that impedes the view of an official traffic control Sign or signal.
- (13) Any Sign that obstructs the sight of motorists or pedestrians so as to create a traffic safety hazard.
- (14) Any Sign in a public right-of-way or on City property.
- (15) Any Sign that is erected or maintained in such a manner so as to interfere with safe and free ingress and egress of any door, any window, any emergency exit or any fire escape. In addition, no Sign shall be attached or otherwise affixed to any standpipe, any emergency exit, or any fire escape.

Section 93-3.3-11. Signs requiring a special use permit.

The following signs require a special use permit. These signs must be historic in nature and must not include sound, flashing or blinking lights or lights of varying intensity.

- (a) An Animated Sign that rotates.

Section 93-3.3-12. Temporary signs.

- (a) Temporary Signs shall be limited to a maximum of two (2) Signs allowed twice per year for a period not to exceed 30 consecutive days.
- (b) Temporary Signs shall not exceed 32 square feet in Sign Area.
- (c) Free standing Temporary Signs shall not exceed four feet in height.
- (d) Temporary Signs shall not be placed in any public right-of-way.
- (e) All Temporary Signs shall be securely installed and shall meet all applicable safety standards as prescribed by the building code, electrical code and life safety code.
- (f) Prior to issuance of a permit for a Temporary Sign, as prescribed by Section 93-3.3-4, the applicant must demonstrate that such Sign will not adversely affect public health, safety, welfare or aesthetics of the community or create a safety hazard to motorists or pedestrians.
- (g) The Code Enforcement Officer may give written notice to the owner of any Temporary Sign erected or maintained in violation of this division or any other City ordinances or laws and to the owner of the property or premises on which the sign is located. Such notice may require that the Sign be removed within three (3) calendar days. The Code Enforcement Officer may cause removal of any such sign and impose the cost of removal as a lien on the property.
- (h) No fee shall be required for issuance of a permit for two (2) or fewer Temporary Signs in a single calendar year.

Section 93-3.3-13. Exempt signs.

The following Signs are allowed and exempt from the permit regulations contained in this division but, notwithstanding, must comply with all other applicable requirements in this division and the Code:

- 1. A Wall Sign that does not exceeding one (1) square foot in Sign Area.
- 2. Any Sign not visible from a public right-of-way.
- 3. A Handheld Sign that meets the requirements of section 93-3.3-18.
- 4. Each lot is entitled to one Sign that is less than 36 square inches in Sign Area and that must be placed in any of the following locations:
 - (a) On the front of every building, every unit in a multiple unit building, residence or structure;
 - (b) On the side of an authorized United States Postal Service mailbox; or
 - (c) On one post, which measures no more than 48 inches in height when placed and standing in ground and no more than 4 inches in width and which shall not be placed in any public right-of-way.
- 5. A Temporary Sign that is not internally or externally illuminated and meets any of the following criteria:

- (a) For each lot during the period that it is being developed under an active building permit issued by the City, one Sign per each street frontage that is no more than 15 square feet in area, is no more than six feet in height to the top of the Sign component when placed and standing in ground, and is not placed in any public right-of-way. Any Sign erected under this subsection shall be removed within 10 days after the development occurring under the building permit is completed.
 - (b) For each lot during the period in which it is listed for sale or lease, one Sign per each street frontage that is no more than 15 square feet in area, is no more than six feet in height to the top of the Sign component when placed and standing in ground, and is not placed in any public right-of-way. Any Sign erected under this subsection shall be removed within 10 days after the lot has been sold or leased.
 - (c) For a period of 45 days immediately preceding a federal, state, Fulton County, or City of Hapeville election or referendum, any lot may, in addition to any other signs authorized by this division, erect a maximum of four Stake Signs. Any Sign erected under this subsection shall be removed one day after the conclusion of the election period, which period shall include the time preceding any run-off election.
6. A Weekend Sign that meets all of the following requirements:
- a. A Weekend Sign shall only be erected between the time frame beginning at 5:00 p.m. on any Friday and ending at 8:00 a.m. on the following Monday.
 - b. A Weekend Sign shall be removed no later than 8:00 a.m. on the first Monday after it is erected.
 - c. A lot or dwelling unit shall have no more than three (3) Weekend Signs at any time.
 - d. A Weekend Sign shall not exceed a maximum Sign Area of four (4) square feet.
 - e. No Weekend Sign shall be located on any public right-of-way.
 - f. A Weekend Sign shall only be located on private property for which the property owner, or the property owner's agent, has given prior, written permission for the placement of such Sign.

Any Sign erected under this section shall not be calculated as part of the overall signage allowed per lot by another section in this division.

Section 93-3.3-14. Reserved.

Section 93-3.3-15. Maintenance.

- (a) All Signs regulated by this division shall be kept clean, neatly painted, and free from all electrical and mechanical hazards, including, but not limited to, faulty wiring and loose connections. The premises surrounding all Signs shall be maintained by the owner in a sanitary and inoffensive condition, free of weeds, rubbish, and debris. The Code Enforcement Officer may cause any Sign which shows gross neglect, becomes dilapidated, or the ground area around such a sign is not well maintained to be removed after due notice.

(b) The Code Enforcement Officer shall give the permittee or owner of any Sign which shows gross neglect or has become dilapidated or which the ground area around the Sign is not well maintained 10 days written notice to correct the deficiencies or to remove the Sign. Upon the failure of the permittee or the owner to correct the deficiencies or remove the Sign, the Code Enforcement Officer shall have the Sign removed at the expense of the owner.

Section 93-3.3-16. Illumination.

- (a) Internal illumination. The illumination of internally lit signs shall not exceed 20 foot-candles of incandescent light measured at a distance of ten feet from such signs.
- (b) External illumination. Indirectly lit signs shall be lighted so that no light source is positioned in such a manner that creates a hazardous condition for motorists or pedestrians.
- (c) Illuminated signs shall be installed in a manner that prevents spillover on direct light on adjacent properties or public right-of-ways. No illuminated sign shall be installed within 75 feet of any single-family dwelling.

Section 93-3.3-17. Sign standards by sign district.

- (a) Any Sign not specifically allowed in a Sign District under this Section shall be prohibited in that district, except as otherwise provided for under this division. Size, height, setback, quantity and type of sign shall be regulated under Sections 93-3.3-17 and 93-3.3-18 of this division.
- (b) *Single family residential.* Permitted sign types and regulations for signs in the single family residential Sign District in the city:
 - (1) An Entrance Sign located at the entrance of a subdivision.
 - (2) Wall Signs.
 - (3) All Signs shall be setback a minimum of ten (10) feet from any right-of-way and all electrical transmission lines.
 - (4) Except for an Entrance Sign, no Sign shall be illuminated, internally or externally. An Entrance Sign may only be illuminated externally and may only be illuminated from dusk to dawn.
 - (5) Stake Signs are the only type of permitted temporary signs. For regulations regarding temporary signs, see Section 93-3.3.-12.
 - (6) The aggregate Sign Area for any lot shall not exceed 20 square feet, regarding of the construction, placement or type of sign or signs.

Single Family Residential

	Wall Sign	Subdivision Sign	Temporary Sign
Maximum Height		4 feet	3 feet
Maximum Width		8 feet	3 feet
Maximum Area	1 square feet	32 square feet	3 square feet
Maximum Number	1	1	2

(c) *Commercial mixed use.* Master planned developments in this Sign District that are proposed or existing developments that propose a sign package may provide a detailed sign plan to Planning Commission for approval. The Commission shall consider the purpose and intent of this division in determining the appropriateness of the sign package. Permitted sign types and regulations for signs in the commercial mixed use Sign District include:

- (1) Monument Signs.
- (2) Billboards, subject to Section 93-3.3-19. Billboards.
- (3) Projecting Signs, not to exceed a projection of six (6) feet from the face of the building. Signs must provide for eight feet of minimum clear space between the bottom of any Sign and the sidewalk or ground.
- (4) Wall Signs.
- (5) Sandwich Board Signs, which must be removed at the end of each business day and must allow at least five (5) feet of unobstructed passageway. No Sandwich Board Sign shall exceed six (6) square feet in Sign Area.
- (6) Window Signs.
- (7) Temporary Signs, a maximum of two (2) signs per lot per year.
- (8) Entrance Signs.
- (9) Flags.
- (10) All Signs shall be setback a minimum of ten (10) feet from any public right-of-way and any electrical transmission line and shall be setback a minimum of 25 feet from the I-85 and I-75 rights-of-way
- (11) All exterior lighting shall comply with FAA requirements related to aircraft safety, and all exterior lighting shall be maintained in accordance with plans and specifications submitted to and approved by the building official.
- (12) Any Sign to be erected by any owner, any tenant, any lessee, or any sublessee of a unit in a multi-story building shall be detailed in a sign

plan that is submitted to the Planning Commission for approval prior to the erection of such Sign.

- (13) The Sign Area for any lot shall not exceed one (1) square foot for every linear foot of lot frontage, regardless of the construction, placement or type of sign or signs.
- (14) Standards for multi-tenant, multiple phase or multiple parcel developments:
 - a. Where possible, a uniform design scheme of Signs shall be established for the development as a whole and/or for each building in the development and approved by the city.
 - b. Plans for the development shall include detailed descriptions of all Signs, including but not limited to, size, height, location, type, colors and materials to be used, lighting and ownership responsibility.
 - c. Plans for Signs shall undergo the same review and approval process as is required of other aspects of the development.
 - d. All Signs shall be designed, erected and maintained in accordance with an approved plan.
 - e. In addition to the Signs allowed in this section, each individual unit with a storefront may have one wall sign with a sign area not to exceed one (1) square foot for each horizontal linear foot of primary storefront, plus one sign on the secondary facade not to exceed one (1) square foot for each horizontal linear foot of secondary facade.

Commercial Mixed Use

	Ground Sign	Projecting Sign	Wall Sign	Entrance Sign	Temporary Sign
Maximum Height	10 feet	4 feet/ Not above roofline		6 feet	6 feet
Maximum Width	5 feet	5 feet	50% of façade width		8 feet
Maximum Area	20 square feet	20 square feet	1 SF/LF of building or tenant façade	4 square feet	32 square feet

Maximum Number	1	1/primary facade; 1/secondary facade	1/primary facade; 1/secondary facade	1	2/year
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(d) *Downtown district.* Permitted sign types and regulations for Signs in the Downtown Sign District include:

- (1) Projecting Signs, which shall not exceed a projection of either four (4) feet from any building or one-third of the width of any sidewalk, whichever is less. Projecting Signs must provide for a minimum of eight (8) feet of space between the bottom of the Sign and the sidewalk or ground.
- (2) Wall Signs.
- (3) Sandwich Board Signs that must be removed at the end of each business day and must accommodate a minimum of five (5) feet of unobstructed walkway. No Sandwich Board Sign shall exceed six (6) square feet in Sign Area.
- (4) Window Signs shall not exceed 50 percent of the window area and shall be a maximum of 12 square feet of Sign Area. A second Window Sign of the same dimension shall be allowed on buildings with multiple frontages fronting on a public street. Interior neon or LED signs not to exceed an aggregate maximum of six (6) square feet in Sign Area shall be permitted.
- (5) Awning Signs.
- (6) Flags.
- (7) Temporary Signs, a maximum of two signs per lot per year.
- (8) The total number of Signs in this district shall not exceed one (1) Sign of any allowed type for the primary building or tenant facade and one (1) sign of any allowed type for each secondary building or tenant facade.
- (9) All Signs shall be setback a minimum of six (6) feet from any public right-of-way and any electrical transmission line.
- (10) The aggregate Sign Area for any lot shall not exceed one (1) square foot for every linear foot of lot frontage, regardless of the construction, placement or type of sign or signs.

	Projecting Sign	Wall Sign	Window Signs	Awning Sign	Temporary Sign
Downtown District Maximum Height	Not above roofline				6 feet

Maximum Width	4 feet	50% of façade width			8 feet
Maximum Area Primary Façade	12 square feet	1 SF/LF of building or tenant façade	50% of window area	50% of awning area	32 square feet
Maximum Area Secondary Façade	12 square feet	1 SF/LF of building or tenant façade	50% of window area		
Maximum Number	1/primary façade; 1/secondary façade	1/primary façade; 1/secondary façade	No Maximum	2	1

(e) *General commercial.* Master planned developments in the General Commercial Sign District that are proposed or existing developments that propose a sign package may provide a detailed sign plan to Planning Commission for approval. The Commission shall consider the purpose and intent of this division in determining the appropriateness of the sign package.

Permitted sign types and regulations for signs in the General Commercial Sign District include:

- (1) Ground Signs.
- (2) Billboards, subject to the requirements and limitations in Section 93-3.3-19.
- (3) Projecting Signs, which shall not exceed a projection of six (6) feet from the face of any building.
- (4) Wall Signs.
- (5) Temporary Signs, a maximum of two signs per lot per year.
- (6) Window Signs.
- (7) Awning Signs.
- (8) Flags.
- (9) The Sign Area for any lot shall not exceed one (1) square foot for every linear foot of lot frontage, regardless of the construction, placement or type of sign or signs.
- (10) All Signs in this district shall be setback a minimum of ten (10) feet from any public right-of-way and any electrical transmission line, and shall be

setback a minimum of 25 feet from the I-85 and I-75 rights-of-way, including off- and on-ramps.

- (11) Except as provided in section 93-3.3-20(h), no Wall Sign or Window Sign shall be permitted above the ground floor of any building.

General Commercial

	Ground Sign	Projecting Sign	Wall Sign	Temporary Sign	Window Sign	Awning Sign
Maximum Height	15 feet	Not above roofline				
Maximum Width	8 feet	6 feet	50% of façade width	8 feet		
Maximum Area	50 square feet	32 square feet	1 SF/LF of building or tenant façade	32 square feet	50% of window area	50% of awning area
Maximum Number	2	1/primary facade; 1/secondary facade	1/primary facade; 1/secondary facade	2/year	No Maximum	2

(f) *Industrial*. Permitted sign types and regulations for signs in the Industrial Sign District in the city:

- (1) Ground Signs. The maximum number of Ground Signs shall be one for every 500 linear feet of frontage or fraction thereof on a single frontage. Frontage on one street shall not be allocated to sign area on another street. One Entrance Sign shall be permitted at each entrance with a maximum of two such Signs on a single street frontage.
- (2) Billboards, subject to the requirements and limitations in Section 93-3.3-19.
- (3) Projecting Signs, which shall not exceed a projection of six (6) feet from the face of any building. Any Projecting Sign must provide a minimum of eight (8) feet of space between the bottom of such Sign and the sidewalk or ground.
- (4) Wall Signs.
- (5) Temporary Signs, a maximum of two signs per lot per year.
- (6) Window Signs.
- (7) Awning Signs.
- (8) Flags.

- (9) The Sign Area for any lot shall not exceed one (1) square foot for every linear foot of lot frontage, regardless of the construction, placement or type of sign or signs.
- (10) All Signs shall be setback a minimum of ten (1) feet from any public right-of-way and any electrical transmission line, and shall be setback a minimum of 25 feet from the I-85 and I-75 rights-of-way.

Industrial

	Ground Sign	Projecting Sign	Wall Sign	Temporary Sign	Entrance Sign	Window Sign
Maximum Height	15 feet	Not above roofline			4 feet	
Maximum Width	15 feet	6 feet	50% of façade width	8 feet	8 feet	
Maximum Area	50 square feet	32 square feet	1 SF/LF of building or tenant façade	32 square feet	32 square feet	50% of window area
Maximum Number	3	1/primary facade; 1/secondary facade	1/primary facade; 1/secondary facade		1	No Maximum

(g) *Neighborhood commercial.* Permitted sign types and regulations for signs in the Neighborhood Commercial Sign District include:

- (1) Monument Signs.
- (2) Projecting Signs, which shall not exceed a projection of either four (4) feet from any building or one-third of the width of the sidewalk, whichever is less. Any Projecting Sign must provide for a minimum of eight (8) feet of minimum space between the bottom of such Sign and the sidewalk or ground.
- (3) Wall Signs.
- (4) Sandwich Board Signs, which must be removed at the end of each business day and must allow at least five (5) feet of unobstructed passageway. A Sandwich Board Sign shall not exceed six (6) square feet in Sign Area.
- (5) Window Signs.
- (6) Awning Signs.
- (7) Temporary Signs, a maximum of two signs per lot per year.
- (8) Flag.

- (9) Any Sign to be erected by any owner, any tenant, any lessee, or any sublessee of a unit in a multi-story building shall be detailed in a sign plan that is submitted to the Planning Commission for approval prior to the erection of such Sign.
- (10) The total number of Signs in this district shall not exceed two Signs of any allowed type for the primary facade and one Sign of any allowed type for each secondary facade.
- (11) The Sign Area for any lot shall not exceed one (1) square foot for every linear foot of lot frontage, regardless of the construction, placement or type of sign or signs.
- (12) All Signs in this district shall be setback a minimum of six (6) feet from any public right-of-way and any electrical transmission line.

Neighborhood Commercial

	Ground Sign	Projecting Sign	Wall Sign	Window Sign	Awning Sign
Maximum Height	6 feet	Not above roofline			
Maximum Width	4 feet	4 feet	50% of façade width		
Maximum Area	20 square feet	10 square feet	1 SF/LF of building or tenant façade	50% of window area	50% of awning area
Maximum Number	1	1/primary facade; 1/secondary facade	1/primary facade; 1/secondary facade	No Maximum	2

(h) *Multi-family residential.* Master planned developments in this Sign District that are proposed or existing developments that propose a sign package may provide a detailed sign plan to Planning Commission for approval. The Commission shall consider the purpose and intent of this division in determining the appropriateness of the sign package.

Permitted sign types and regulations for signs in the Multi-Family Residential Sign District include:

- (1) An Entrance Sign that is located at the entrance of a subdivision.

- (2) Temporary Signs in a residential development, maximum size of 16 square feet. Such Signs shall be removed at the expense of the owner upon the sale of all property in a development or the lease of all dwellings.
- (3) The Sign Area for any lot in this district shall not exceed one (1) square foot for every linear foot of lot frontage, regardless of the construction, placement or type of sign or signs.

Multi-family Residential

	Subdivision Sign	Temporary Sign
Maximum Height	6 feet	6 feet
Maximum Width	12 feet	8 feet
Maximum Area	50 square feet	32 square feet
Maximum Number	1/entrance	2/year

- (i) *Public Institutional*. The standards for Signs to be erected on those lots or upon buildings in the Public Institutional Sign District shall be subject to the standards of the Neighborhood Commercial Sign District.

Section 93-3.3-18. General sign regulations.

In addition to the limitations set forth in the other sections of this division, the following limitations shall apply to these specific types of Signs:

(1) Wall Signs.

- a. No Wall Sign shall cover wholly or partially any wall opening, nor project beyond the ends or top of the wall to which it is attached.
- b. Wall Signs shall not exceed 50 percent of the width of the building or tenant facade, provided that no Wall Sign shall have an area exceeding one (1) square foot for each horizontal linear foot of building or tenant facade.

(2) Projecting Signs.

- a. No Projecting Sign may be placed over any street, any alley, or any other public right-of-way available for vehicular traffic.

- b. Any Projecting Sign located at a commercial business that is illuminated, either internally or externally, shall be illuminated between sunset and the close of business, on each side thereof, by lighting of at least five (5) watts per square foot of sign surface, but in no case lighting that is less than 60 watts for each sign surface.
- c. All Projecting Signs must be installed at a 90-degree angle to the building facade.
- d. Projecting Signs shall not project above the Roofline or be installed above a height of 14 feet from the ground, whichever is lower.
- e. Projecting Signs must vertically clear sidewalks by at least eight (8) feet and may project no more than four (4) feet from a building or one-third of the width of the sidewalk, whichever is less.

(3) Awning Signs.

- a. An Awning Sign must be painted or installed directly on the awning.
- b. The Sign Area of any Awning Sign shall not exceed 50 percent of the surface area of the awning.
- c. Awnings must be a maximum of eight (8) feet above the sidewalks and may extend to within one (1) foot of the vertical plane formed by the curb or the public right-of-way line.

(4) Entrance Signs. All entrance signs shall be placed on private property and shall not be placed in any public right-of-way.

(5) Entrance Signs at subdivisions. All Entrance Signs at subdivisions shall be placed on private property and shall not be placed in any public right-of-way.

(6) Handheld signs.

- a. Handheld Signs are allowed during the time period in which a parade, picket, or procession that is permitted under Section 35-3-1 et. seq. occurs.
- b. No Handheld Sign shall be placed or carried that extends beyond the width of the body of the individual holding such Sign or that extends more than 24 inches above that individual's head.
- c. All individuals carrying any such Signs shall remain at least ten (10) feet apart, shall not stand or loiter in front of any doorway, driveway or street intersection and shall not interfere with the general flow of traffic, whether pedestrian or vehicular.
- d. All Handheld Signs are exempt from the permitting requirements of Section 93-3.3-4.

(7) Window signs.

Window Signs shall not exceed 50 percent of the window area of the building in which they are displayed. Window Signs may be arranged as a single Sign or as multiple Signs.

Window Signs shall be limited to ground floor windows. Interior neon or LED signs not to exceed an aggregate maximum of six (6) square feet shall be permitted.

(9) Canopy signs.
Canopy Signs having a maximum area of 50% of the canopy Face and limited to three faces shall be permitted.

(10) Sandwich board signs.

- a. The owner of a building or occupant of a tenant space in a building in the downtown district, neighborhood commercial district or commercial mixed use district may display one Sandwich Board Sign for each business having a storefront. Such signs must be constructed of wood, metal or durable plastic. The surface of any Sandwich Board Sign may be chalkboard, whiteboard or other durable material.
- b. No Sandwich Board Sign may be placed as to restrict the flow of pedestrians. A minimum sidewalk clear zone of five feet shall be maintained. Sandwich Board Signs shall be removed at the end of each business day.
- c. The maximum Sign Area of a Sandwich Board Sign shall be six (6) square feet.

(11) Changeable copy or LED signs, excluding billboards.

For the purpose of this Section, "LED sign" shall mean a digital sign, including but not specifically limited to light-emitting diode (LED), liquid crystal display (LCD) and other similar technology signs. LED signs shall only be permitted for signs regulated under O.C.G.A. § 10-1 164 and located in the General Commercial Sign District.

- a. An owner or a permittee may incorporate up to 40 percent of the allowable Sign Area of a Sign as a Changeable Copy Sign, which shall be physically part of that sign. The changeable copy portion of the Sign may not be installed absent the remaining 60 percent of the Sign that shall be non-changeable copy or static in nature, excluding framing and other structural elements.
- b. No Changeable Copy Sign may change more often than six (6) times per minute and no message shall change more often than once every ten (10) seconds. Signs shall accomplish message transitions in three (3) seconds or less. The brightness of such signs shall not have an illumination level of more than three-tenths of a foot-candle above the average ambient light level measured 100 feet from the face of the sign.
- c. A maximum of two (2) LED panels shall be allowed on any one (1) Sign Face.
- d. The area of each LED panel shall not exceed 10 percent of the total Sign Face.
- e. LED signs shall be equipped with an automatic dimming device that shall lower the intensity of the sign illumination to ensure that a hazardous condition for motorists or pedestrians is not created.

- f. LED signs shall remain, and appear to be, fixed and static. In no instance shall LED lights move, change, flash, or be animated or appear to move, change, flash, or be animated in any way.
- g. The color of any characters, symbols, text, mark or the like must contrast with the field of the Sign to provide for maximum visibility and legibility, and each character, symbol, text, mark or the like on the LED panel must be the same color. The background or field of the Sign shall be a solid color.
- h. Individual LED lighting erected at fuel stations shall not exceed a size of two (2) feet and no LED panel shall be larger than 30 square feet or face any property zoned for single family residential use.
- i. No LED sign shall be located within one hundred fifty (150) feet of any single family residence, or any property zoned for single family residential use.

(13) Flags, excluding Feather Flags. An owner or a permittee may display a Flag that meets the following regulations.

- a. The following methods of displaying a Flag are allowed:
 - i. Pole Flags. A Flag may be flown from a metal pole permanently placed in the ground. The length of the Flag shall be no greater than one-quarter of the height of the pole. This guideline applies to poles twenty (20) feet and taller. Flags flown on single family residential properties shall not exceed three (3) feet from top to bottom and five (5) feet in length. Flag poles on single family residential properties shall not exceed twenty (20) feet in height. Flags on small commercial, industrial, institutional, and multifamily properties, defined as properties of less than two acres or having buildings with less than 10,000 square feet of floor area, shall not exceed four (4) feet from top to bottom and six (6) feet in length. Flag poles on such properties shall not exceed twenty-four (24) feet in height. Flags on all other commercial, industrial, and institutional properties shall not exceed six (6) feet from top to bottom and ten (10) feet in length and flag poles on these properties shall not exceed forty (40) feet in height. The pole may be of varying diameters, appropriate in scale to the length of the flag being flown.
 - ii. Projecting Flags. Flags may be flown from a metal or wooden pole attached to a bracket projecting from the side of a building or doorframe. The pole shall not exceed six (6) feet in length, or one (1) inch in diameter. Any flag flying from such a pole shall not exceed three (3) feet from top to bottom and five (5) feet in length. Additionally, no flag displayed on a projected pole shall impede pedestrian or vehicular traffic.
 - iii. Window Flags. Flags may be hung in the window of any non-residential property. The area of the Flag shall be used in the calculation of the allowable window sign area.

- b. Limit on Number. The number of Flags (whether displayed as a Pole Flag, a Projecting Flag, a Window Flag, or any combination thereof) that may be displayed on each property is limited by the maximum Sign Area allocated to said property. However, a maximum of three (3) Flags (whether displayed as a Pole Flag, a Projecting Flag, a Window Flag, or any combination thereof) shall be exempt from the limitations of the Ordinance. Any additional Flags (ground, projecting or window) displayed shall be used in the calculation of the ground, projecting or window sign area permitted on the property.
- c. Condition of Flags. Any Flag that is displayed shall be in serviceable condition and fit for use. All fabric or similar material of which the Flag is constructed (including any stitching) shall remain intact. Any Flag that contains tattered or faded fabric or similar material (including stitching) shall be removed.

Section 93-3.3-19. Billboard signs.

- (a) The regulation and design of all billboard signs shall be governed by this section, subject to the following standards:
 - (1) Billboard Signs are permitted on any property having frontage on an interstate and located in any of the following Sign Districts: the Commercial Mixed Use Sign District; the General Commercial Sign District; and the Industrial Sign District.
 - (2) A Billboard Sign shall not be located more than 100 feet from an interstate right-of-way.
 - (3) A. In addition to the other information required in Section 93-3.3-4, a permit issued by the Georgia Department of Transportation authorizing the installation of the proposed Billboard Sign shall be submitted to the City Planner simultaneously with the application for a permit to erect said Sign.
 - (4) No Billboard Sign shall be located within 300 feet of a residentially zoned property as measured from the outermost edge of the sign to the closest point of the residential property.
 - (5) A Billboard Sign shall meet the setback standards of the zoning district, provided the structure setback from any interstate right-of-way shall be a minimum of 25 feet.
 - (6) No Billboard Sign shall exceed a height of 65 feet as measured from the ground to the top of the Sign.
 - (7) A Billboard Sign shall have a maximum width of 48 feet and a maximum Sign Face area of six hundred seventy-two (672) square feet.
 - (8) No Billboard Sign shall be located within five hundred (500) linear feet of any other Billboard Sign on the same side of the street, road or highway, including any such Sign located outside of the Hapeville city limits, as measured along the right-of-way.

(9) The Sign Area of a Billboard Sign located adjacent to an interstate right-of-way shall not be used in calculating “aggregate sign area.”

(b) Multiple message Billboard Signs shall be subject to the following standards:

- (1) Multiple message Billboard Signs shall not be located within 500 feet of the nearest residentially zoned property, park, playground, recreation area, scenic area or cemetery, as measured from the outermost edge of such Sign to the closest point of the above-referenced property line.
- (2) When a message is changed mechanically, the transition shall be accomplished in three seconds or less.
- (3) No multiple message Billboard Sign shall be placed within 5,000 feet of another multiple message Billboard Sign on the same side of the street, road, or highway.

(c) As light-emitting diode (LED) Billboard Signs, also known as digital billboards, present a different set of circumstances regarding their impact on the community, such signs shall be governed by the following additional standards:

- (1) Digital billboards shall be limited to parcels fronting on interstate highways only, and shall be positioned for viewing from such interstate highways.
- (2) No digital billboard shall be located within five hundred (500) feet of another billboard on the same side of the interstate highway. Billboard Signs located outside the Hapeville city limits shall be included in determining this distance.
- (3) No digital billboard shall be located within five thousand (5,000) feet of another multiple message billboard, including any other digital billboard, on the same side of the highway. Billboard Signs located outside the Hapeville city limits shall be included in determining this distance.
- (4) Digital billboards shall not be located within 500 feet of the nearest residentially zoned property, park, playground, recreation area, scenic area or cemetery, as measured from the outermost edge of the sign to the closest point of the above-referenced property line.
- (5) All digital billboard images must remain stationary and not contain any visible moving parts, alternating, “crawling” or other moving messages or have the appearance of having moving parts or messages.
- (6) The display, background or other message medium on a digital billboard shall not change more often than once every 10 seconds, with a transition period of one (1) second or less.
- (7) No digital billboard shall be placed within 5,000 feet of another digital billboard on the same side of the street, road, or highway.
- (8) A digital billboard shall contain a default design that will freeze the sign in one position should a malfunction occurs.
- (9) Any maximum size limitations shall apply to the side of the multiple message sign with the greater area.

(10) The owner of a digital billboard shall arrange for an annual certification of the foot-candle intensity measured in foot-candles by an independent contractor showing compliance and provide such certification to the Code Enforcement Officer.

(11) All digital billboards shall have installed an ambient light monitor that will continuously monitor and automatically adjust the brightness of the display based on ambient light conditions. Maximum brightness levels for digital billboards shall not exceed three-tenths (0.3) foot-candles over ambient light levels measured as prescribed in a “Recommended Night-time Brightness Levels for On-Premise Electronic Message Centers (EMC’s)” published by the International Sign Association, April 2011. Certification that the sign has been preset to automatically adjust the brightness to this level or lower must be provided to the Code Enforcement Officer.

(12) Digital billboards shall meet the same installation and permitting requirements and inspections as adopted for electrified signs and all other signs.

(13) The owner or permittee of a digital billboard shall coordinate with the City of Hapeville in displaying, when appropriate, emergency information important to the travelling public including, but not limited to, Amber Alerts or alerts concerning terrorist attacks or natural disasters. Emergency information messages shall remain in the advertising rotation according to the protocols of the agency that issues such information.

(14) The owner of a digital billboard shall provide contact information to the Code Enforcement Officer for an individual who is available at any time and who is capable of turning off said Sign promptly following a malfunction.

(15) At any time more than five percent of the LED display lights on a digital billboard malfunction or are no longer working, the owner of billboard permittee shall repair said Sign within 60 calendar days or the Sign will be subject to removal.

(16) In the event the Code Enforcement Officer finds that a digital billboard causes glare, impairs the vision of a motorist, or otherwise poses a traffic safety hazard to motorists or pedestrians, the owner of said Sign shall reduce the intensity of lighting on such Sign to a level acceptable to the City within 24 hours of receipt of written notice by the Code Enforcement Officer.

(17) Each digital billboard must comply with all Georgia Department of Transportation rules and regulations applicable to electronic changeable message signs where not in conflict with this section.

Section 93-3.3-20. Special requirements for all signs.

(a) Applicability. All lots, buildings, structures or property shall be regulated under the requirements of this division.

(b) Placement. All Signs must be placed on a lot as defined in other sections of the zoning ordinance and the subdivision regulations. No Sign may be placed on any lot where such lot does not meet the minimum requirements of the zoning ordinance and subdivision regulations. No Sign may be placed on any lot that has road frontage only on an interstate or intrastate highway.

- (c) Covering architectural elements. No placement of any Sign shall cover or conceal architectural fenestrations, adornments, details, doors or windows unless the Design Review Committee determines that the placement of such Sign cannot be more appropriately located and that the placement of such Sign will not adversely affect access to the building, cause unnecessary glare into the building or adversely impact the historic character or architectural theme of the building.
- (d) Posting on trees, poles, etc. No sign shall be allowed to be tacked, painted, posted, marked, or otherwise affixed on trees, utility poles, or other similar structures, or on rocks, the ground itself, or other natural features.
- (e) No posting on supports. No message may be displayed on any portion of the structural supports of any sign.
- (f) Special situations; buildings of three stories or more. Those developments having buildings of three or more stories may be permitted one wall sign on the primary and secondary building or tenant facade not to exceed 50 percent of the width of the building or tenant facade and not exceeding an area of one (1) square foot for each horizontal linear foot of building or tenant facade. Such wall signs shall be limited to the ground floor wall, only. A single Wall Sign may be installed on each facade of the highest floor, subject to a maximum width of 20 twenty percent of the building facade and a maximum area of 10 percent of the exterior wall area of that floor; the Sign Area and width allowance for such Wall Signs apply to each individual building facade and are not cumulative.

Section 93-3.3-21. Construction standards for all signs.

- (a) Building code compliance. All Signs shall be constructed and maintained in accordance with the provisions of the building code as adopted and from time to time amended (hereinafter referred to as the "city building code") except that no building permit shall be required unless the building official determines that a structure must be built to support the sign.
- (b) Materials required. All Signs for which a permit is required by this division, and Temporary Signs, shall be constructed of noncombustible material with the exception of chemically treated, red wood, and blasted carved materials. All Signs must be made of materials at least four inches thick and bordered around the edges of the Sign by permitted material at least two inches thick.
- (c) Reflectors. Gooseneck reflectors and lights shall be permitted on Ground Signs, Projecting Signs, and Wall Signs; provided, however, the reflectors shall be provided with proper glass lenses so that no light creates a hazardous or dangerous condition.
- (d) Other code compliance. All building, setback, zoning, or other relevant codes excluding building permitting (other than that permitting required elsewhere herein) shall be applicable to the location, construction and siting of signs and shall be read in harmony with this division.

Section 93-3.3-22. Variance for signs in this division.

In any appeal brought under Section 93-3.3-4, the Board of Appeals shall judge a request for a variance from the terms of this division based on the following criteria:

- (1) All signs and structures within the business development are in conformance with this division; and
- (2) The variance, if granted, would not cause substantial detriment to other property owners or tenants, or to the public good, nor would it impair the purpose and intent of this division; and
 - a. The Board of Appeals may consider factors such as the size of the buildings constructed on the subject lot, the potential to subdivide the lot, and the number of different tenants occupying the buildings.
 - b. Financial loss to the appellant is not sufficient grounds by itself to justify a variance.
 - c. Peculiar conditions or circumstances that are the result of actions of the current or former owner of the property covered by the application cannot be considered as grounds to justify a variance.
 - d. The authority to erect and maintain additional signs as may be permitted under any such variance shall terminate upon the subdivision of the lot for which such variance was granted.

Section 93-3.3-23. Unsafe or unlawful signs.

Any Sign determined by the Code Enforcement Officer to be unsafe or unstable, a menace to the public health or safety, abandoned, dilapidated, or erected or maintained in violation of this division shall cause the Code Enforcement Officer to notify the permittee, owner, or occupant of the property on which the sign is located of such violation by certified mail. Such notice shall include a brief and complete statement of the violations to be remedied. In the event the permittee, owner, or occupant of the property on which the sign is located cannot be contacted, the Code Enforcement Officer having affixed the notice to the sign or to the building on which the sign is erected for a period of 10 days shall be deemed to have effected notice.

Failure of the permittee or property owner to remove or alter such sign so as to comply with the standards of this division within 10 days after such notice shall cause the Code Enforcement Officer to revoke the permit for such sign and the permittee or property owner shall be subject to the penalties set forth in section 93-3.3-25 of this division.

The Code Enforcement Officer may cause any unsafe or unlawful sign that constitutes an immediate threat to the physical safety of persons or adjoining property to be removed summarily and without notice and cause the cost of removal to be placed as a lien on the property on which the sign is located.

Section. 93-3.3-24. Penalties.

Any person found in violation of any provision of this division shall be subject to a fine not to exceed \$1,000.00 per day. A separate offense shall be deemed committed each day during or on which a violation occurs or is permitted to continue. Any sign erected or maintained in violation of this division shall be subject to removal by the City upon an order of the municipal court and all costs related to such removal shall be charged against the property and may be collected by lien or otherwise.

Section 93-3.3-25. – Substitution.

The owner or the permittee of any sign which is otherwise allowed by this article may substitute non-commercial speech in lieu of any other commercial or non-commercial speech. This substitution of copy may be made without any additional approval or permitting. The purpose of this provision is to prevent any inadvertent favoring of commercial speech over non-commercial speech, or favoring of any particular non-commercial speech over any other non-commercial speech. This provision prevails over any more specific provision in this article to the contrary.

Section 93-3.3-26. Severability.

It is hereby declared the intention of Mayor and Council that all parts, sections, subsection, paragraphs, sentences, clauses, phrases, terms and words of this division are or were, upon their enactment, believed by Mayor and Council to be fully valid, enforceable and constitutional.

It is hereby declared the intention of Mayor and Council that, to the greatest extent allowed by law, each and every part, section, subsection, paragraph, sentence, clause, phrase, term and word of this division is severable from every other part, section, subsection, paragraph, sentence, clause, phrase, term and word of this division. It is hereby further declared the intention of Mayor and Council that, to the greatest extent allowed by law, no part, section, subsection, paragraph, sentence, clause, phrase, term, or word of this division is mutually dependent on any other part, section, subsection, paragraph, sentence, clause, phrase, term or word of this division.

In the event that any word, term, phrase, clause, sentence, paragraph, subsection, section or part of this division shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining words, terms, phrases, clauses, sentences, paragraphs, subsections, sections or parts of the division and that, to the greatest extent allowed by law, all

remaining words, terms, phrases, clauses, sentences, paragraphs, subsections, sections and parts of the division shall remain valid, constitutional, enforceable, and of full force and effect.

DIVISION 2 – MURALS

Section 93-3.3-27. – Statement of Purpose and Intent.

A mural is a work of art painted otherwise directly applied on a building or wall. The presence of works of art, including murals, can be a key element to creating a visually satisfying environment for a community. The city is likely to attract commercial enterprises, permanent residents, and visitors if it improves and maintains its overall appearance. The residents ultimately will benefit from enhanced retail and commercial environments and improvements in the quality of life if an attractive environment exists. The existence of works of art, such as murals, is an invaluable element to creating and maintain a visually appealing setting, which will promote economic development, advance the general prosperity of the community, and serve the general welfare. This is particularly true for the City of Hapeville, which has concentrated residential and commercial areas where murals are more readily noticed and appreciated than such works of art would be in municipalities with geographically large areas.

The purpose of this division is to recognize the following mural types: (1) Historic Murals; (2) Original Art Murals; and (3) Limited Message Murals. All other similar forms of outdoor visual art that do not meet the definitions of these three forms of murals set forth herein shall be regulated as wall signs under division 1 of this chapter pertaining to signs.

Sec. 93-3.3-28. – Historic Murals.

Historic Murals are original works of visual art or signs produced by hand that were tiled, painted directly on or affixed directly to a wall or building prior to the date of adoption of this division. Murals that re-create a historic image bearing a relationship to a historic Hapeville theme established after the date of adoption of this division also constitute Historic Murals. Original Historic Murals and re-creations of historic images are deemed to comply with this Code.

Sec. 93-3.3-29. – Original Art Murals.

Original Art Murals are original works of visual art produced by hand that are tiled, painted directly on, or affixed directly to a wall or building. This section is intended to allow and encourage content neutral Original Art Murals. Original Art Murals may be mechanically produced or computer generated prints or images, but shall not include the use of digitally printed vinyl. Such murals shall not contain electrical or mechanical components or feature a changing image.

- (a) Standards for Original Art Murals. Original Art Murals shall comply with the following standards:
 - (1) Original Art Murals shall not contain a commercial or non-commercial message.
 - (2) The mural shall remain in place, without alteration, a minimum of five years. The applicant shall attest to this standard on the permit application.

- (3) No part of any mural shall extend beyond the building wall or freestanding wall on which it is tiled, painted, or affixed.
 - (4) No part of the mural shall extend more than six inches from the plane of the wall upon which it is tiled, painted, or affixed.
 - (5) Only oil based alkyd enamel or polyurethane enamel, or newer 100% acrylic exterior paints shall be used to create murals.
 - (6) Murals executed using spray paint shall be limited to air brushing to ensure that high quality paint is used.
 - (7) An appropriate clear sealer or a suitable varnish or topcoat shall be applied to the finished mural. Graffiti resistant sealers should be chosen.
- (b) Prohibited Original Art Murals. The following forms of Original Art Murals shall be prohibited:
- (1) Any mural that contains an element that moves, rotates, or otherwise creates a changing image or message.
 - (2) Any mural that uses flashing or scrolling lights, an internal light source, or other light feature.
 - (3) Any mural containing electrical or mechanical components.
 - (4) Any mural that is applied to a surface as a vinyl or other non-permanent material.

Sec. 93-3.3-30. – Limited Message Murals.

Limited Message Murals are murals that are painted on or applied to and made integral with a building wall or free-standing wall that contain a graphic or written message.

- (a) Standards for Limited Message Murals. Limited Message Murals shall comply with the following standards:
- (1) Limited Message Murals may contain a graphic or written message not exceeding 50 percent of the width of the building or tenant façade, provided that no such graphic or written message shall have an area exceeding 10 percent of the building or tenant façade area as measured at the exterior dimension of the graphic or written message and framing.
 - (2) The mural shall remain in place, without alteration, a minimum of five years. The applicant shall attest to this standard on the permit application.
 - (3) No part of any mural shall extend beyond the building wall or freestanding wall on which it is tiled, painted, or affixed.
 - (4) No part of the mural shall extend more than six inches from the plane of the wall upon which it is tiled, painted, or affixed.
 - (5) Only oil based alkyd enamel or polyurethane enamel, or newer 100% acrylic exterior paints shall be used to create murals.
 - (6) Murals executed using spray paint shall be limited to air brushing to ensure that high quality paint is used.
 - (7) An appropriate clear sealer or a suitable varnish or topcoat shall be applied to the finished mural. Graffiti resistant sealers should be chosen.
- (b) Prohibited Limited Message Murals. The following forms of Limited Message Murals shall be prohibited:

- (1) Any mural that contains an element that moves, rotates, or otherwise creates a changing image or message.
- (2) Any mural that uses flashing or scrolling lights, an internal light source, or other light feature.
- (3) Any mural containing electrical or mechanical components.
- (4) Any mural that is applied to a surface as a vinyl or other non-permanent material.

Sec. 93-3.3-31 – Mural Permitting Process.

This section establishes administrative permitting procedures to allow re-creation, preservation, and maintenance of Historic Murals, and creation of Original Art Murals and Limited Message Murals. The procedures set forth herein establish standards for review and approval of applications for new murals or those proposed for repainting or other maintenance to ensure the appropriateness of the mural with the context and compliance with this division. Administrative permits for such applications shall encompass review and approval by the Design Review Committee relative to the following standards; compliance with all other aspects of this Code shall be subject to application of the Code by the City Planner.

(a) Standards to be Used to Process Mural Applications.

- (1) The Design Review Committee shall consider the size, scale, and relationship of a mural to the historic context in the case of Historic Murals. Original Art Murals and Limited Message Murals may or may not bear any relationship to the Hapeville context. The content of a mural shall not be the focus of review.
- (2) Repainting of historic advertising shall be guided by exacting documentation concerning the mural.
- (3) A permanent plan for maintenance and exact repainting according to the plan of the original artist shall be submitted with the application. The exact matching of color and application technique shall be specified in the plan.
- (4) Any mural proposed must be on a wall surface that will not mar a key historic feature and will be compatible with the streetscape. The image of any faded advertising murals shall be stabilized using appropriate preservation techniques and shall remain otherwise unchanged.
- (5) The standards of this division applicable to each mural type shall be considered.

CITY OF HAPEVILLE SIGN ORDINANCE

Issue/Provision	Current Hapeville Code	Proposed Code Revision
<p>Current: Chapter 93. –Zoning, Article 3.3 – Signs and Murals, DIVISION 1 – Signs, Section 93- 3.3-1. Statement of purpose and intent</p> <p>Proposed: Same</p>	<p>(a)This division seeks to create the legal framework necessary to ensure a comprehensive and balanced system of signs within the city. A comprehensive regulation is necessary to ensure that signs installed in Hapeville are compatible with the unique nature and character of the community. The purpose of this division is to preserve the right of free speech and expression, facilitate appropriate communication between people and their environment, promote the public health, safety and welfare, and avoid the visual clutter that is potentially harmful to traffic and pedestrian safety, property values, business opportunities, and community appearance.</p> <p>With these concepts in mind, sign regulations, including provisions to control the type, design, size, location and maintenance of signs, are hereby established to achieve the following purposes:</p> <ol style="list-style-type: none"> (1) To protect the health, safety, general welfare and property values of residents and property owners of the city. (2) To promote and implement the goals, objectives and policies adopted in the comprehensive plan. (3) To effectively balance public and private 	<p>(a)This division seeks to create the legal framework necessary to ensure a comprehensive and balanced system of signs within the city. A comprehensive regulation is necessary to ensure that signs installed in Hapeville are compatible with the unique nature and character of the community. The purpose of this division is to preserve the right of free speech and expression, facilitate appropriate communication between people and their environment, promote the public health, safety and welfare, and avoid the visual clutter that is potentially harmful to traffic and pedestrian safety, property values, business opportunities, and community appearance.</p> <p>With these concepts in mind, sign regulations, including the provisions in this division, which regulate signs by such factors as to control the type, design, size, height, spacing and location, but not on the basis of any message conveyed by such signs, and also regulate the and maintenance of signs, are hereby established to achieve the following purposes:</p> <ol style="list-style-type: none"> (1) To protect the health, safety, general welfare and property values of residents and property owners of the city. (2) To promote and implement the goals, objectives and policies adopted in the comprehensive plan. (3) To effectively balance public and private objectives

Issue/Provision	Current Hapeville Code	Proposed Code Revision
	<p>objectives by allowing adequate signs for the needs of business and developers.</p> <p>(4) To regulate the installation and placement of signs in order to provide safe operating conditions for pedestrians and motorists by eliminating unsafe, cluttered, distracting, or illegal signs.</p> <p>(5) To promote the use of signs that are aesthetically pleasing, of appropriate scale, integrated with surrounding buildings and landscape, and compatible with the character of the surrounding area.</p> <p>(6) To ensure the protection of free speech rights under the United States Constitution.</p> <p>(b) It is the intent of this division to:</p> <p>(1) Enable the public to locate and design sign facilities without difficulty or confusion.</p> <p>(2) Provide functional flexibility, encourage variety and relate signing to basic principles of good design.</p> <p>(3) 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.</p> <p>(4) Provide an enhanced visual environment for residents and visitors and protect existing view sheds in the community.</p> <p>(5) Promote economic development.</p>	<p>by allowing adequate signs for the needs of business and developers.</p> <p>(4) To regulate the installation and placement of signs in order to provide safe operating conditions for pedestrians and motorists by eliminating unsafe, cluttered, distracting, or illegal signs.</p> <p>(5) To promote the use of signs that are aesthetically pleasing, of appropriate scale, integrated with surrounding buildings and landscape, and compatible with the character of the surrounding area.</p> <p>(6) To ensure the protection of free speech rights provided by the United States Constitution and the Georgia Constitution.</p> <p>(b) It is the intent of this division to:</p> <p>(1) Enable the public to locate and design sign facilities without difficulty or confusion.</p> <p>(2) Provide functional flexibility, encourage variety and relate signing to basic principles of good design.</p> <p>(3) Balance the rights of individuals to convey their messages through signs and the right of the public to be protected against the unrestricted proliferation of signs by regulating signs on the basis of such factors as design, height, spacing, and location, but not on the basis of the content of any message conveyed thereby.</p> <p>(4) Provide an enhanced visual environment for residents and visitors and protect existing view sheds in the community.</p>

Issue/Provision	Current Hapeville Code	Proposed Code Revision
	(6) Ensure the face and consistent enforcement of sign regulations.	(5) Promote economic development. (6) Ensure the fair and consistent enforcement of sign regulations.
<p>Current:</p> <p>Chapter 93. –Zoning, Article 3.3 – Signs and Murals, DIVISION 1 – Signs, Section 93- 3.3-2. Definitions</p> <p>Proposed:</p> <p>Same</p>	<p>For the purposes of this Article, the following definitions shall have the meanings ascribed to them in this section, unless specifically stated otherwise:</p> <p>Aerial view sign. This includes, but is not limited to, any sign horizontally affixed to a roof or attached to a roof such that the sign is not readily viewable from the surrounding ground.</p> <p>Aggregate sign area. The total area of all signs on a lot. Entrance signs and subdivision signs shall not be considered in the calculation of aggregate sign area in the R-0, R-SF, R-1, R-2, R-3, R-4, R-AD, C-R and V Zones, or in the U-V Zone when a lot is developed for residential use. Street numbers assigned by the United States Postal Service shall not be considered in calculating the aggregate sign area. See definition of "Sign area."</p> <p>Animated sign. A sign that features movement or a change of lighting to depict action or to create a special effect or scene. This includes signs that rotate or revolve to display a message.</p> <p>Awning sign. Any sign applied directly to or attached directly to an awning.</p>	<p>For the purposes of this division, the following definitions shall have the meanings ascribed to them in this section, unless specifically stated otherwise:</p> <p>Aerial View Sign. This includes, but is not limited to, any sign horizontally affixed to a roof or attached to a roof such that the sign is not readily viewable from the surrounding ground.</p> <p>Aggregate Sign Area. The total area of all signs on a lot. Entrance signs and subdivision signs shall not be considered in the calculation of aggregate sign area in the R-0, R-SF, R-1, R-2, R-3, R-4, R-AD, C-R and V Zones, or in the U-V Zone when a lot is developed for residential use. Street numbers assigned by the United States Postal Service shall not be considered in calculating the aggregate sign area. See definition of "Sign area."</p> <p>Animated Sign. A sign that features movement or a change of lighting to depict action or to create a special effect or scene. This includes signs that rotate or revolve to display a message.</p> <p>Awning Sign. Any sign applied directly to or attached directly to an awning.</p>

Issue/Provision	Current Hapeville Code	Proposed Code Revision
	<p>Billboard sign. Any ground sign having an area of 300 square feet or greater. Billboards may display a traditional static image, a "multiple message sign" accomplished by a mechanical transition to a second or third image or a "large screen video display" utilizing full motion video technology and commonly referred to as digital or LED billboards.</p> <p>Changeable copy sign. Any sign that incorporates changing lettering or images to form a message or messages, whether such changes are accomplished electronically or manually.</p> <p>Commercial sign. A sign that identifies, advertises, directs attention to a business, or is intended to induce the purchase of goods, property, or a service, including without limitation, any sign naming a brand of goods or service and real estate signs, provided this shall not be construed to include signs of a governmental agency.</p> <p>Decision date. The date upon which the City Planner makes a final decision on the approval or denial of a building permit application.</p> <p>Directional sign. An on-site sign designed and erected solely for directing motorists and pedestrians within a development.</p> <p>Entrance sign. Any ground sign placed at the intersection of a public street and a private entryway</p>	<p>Billboard Sign. Any ground sign having an area of 300 square feet or greater. Billboards may display a traditional static image, a "multiple message sign" accomplished by a mechanical transition to a second or third image or a "large screen video display" utilizing full motion video technology and commonly referred to as digital or LED billboards.</p> <p>Canopy Sign. See Awning Sign.</p> <p>Changeable Copy Sign. Any sign that incorporates changing lettering or images to form a message or messages, whether such changes are accomplished electronically or manually.</p> <p>Decision Date. The date upon which the City Planner makes a final decision on the approval or denial of a building permit application.</p> <p>Entrance Sign. Any Ground Sign placed at the intersection of a public street and a private entryway into a neighborhood or subdivision, apartment community, condominium complex, office park, industrial park or other building with multiple dwelling units or commercial units.</p> <p>Erect. To build, paint, construct, attach, hang, place, suspend, or affix.</p> <p>Externally illuminated signs. Any sign illuminated by an external light source directed primarily toward such sign.</p> <p>Feather Flag Sign. A type of Temporary Sign that is</p>

Issue/Provision	Current Hapeville Code	Proposed Code Revision
	<p>into a neighborhood or subdivision, apartment community, condominium complex, office park, industrial park or other building with multiple dwelling units or commercial units.</p> <p>Erect. To build, paint, construct, attach, hang, place, suspend, or affix.</p> <p>Externally illuminated signs. Any sign illuminated by an external light source directed primarily toward such sign.</p> <p>Feather flag sign. A temporary banner sign installed on a single post and manufactured of lightweight material designed to move with the wind.</p> <p>Festoon. A decorative chain, strip or ornamentation hanging between two points.</p> <p>Flag sign. A piece of fabric or other flexible material attached to or designed to be flown from a flagpole.</p> <p>Flashing sign. Any sign the illumination of which changes in intensity, scrolls, flashes or changes message or appearance more often than once every 10 seconds.</p> <p>Ground sign. Any sign supported by uprights or braces permanently placed in the ground and not supported by or suspended from any building.</p> <p>Handheld signs. Any sign larger than six inches by six inches carried by a person including but not limited to picket signs, shields or sandwich boards.</p> <p>Incidental sign. A sign intended for informational</p>	<p>installed on a single post and manufactured of lightweight material designed to move with the wind.</p> <p>Festoon. A decorative chain, strip or ornamentation hanging between two points.</p> <p>Flag A sign consisting of fabric or other similar material attached at one end to a pole or building and hanging freely such that it may flutter or move in the wind.</p> <p>Flashing Sign. Any sign the illumination of which changes in intensity, scrolls, flashes or changes message or appearance more often than once every 10 seconds.</p> <p>Ground Sign. Any sign supported by uprights or braces permanently placed in the ground and not supported by or suspended from any building.</p> <p>Handheld Sign. Any sign larger than six inches by six inches carried by a person including but not limited to picket signs, shields or Sandwich Board Signs.</p> <p>Internally illuminated signs. Any sign which has characters, letters, figures, designs or outlines illuminated by electric lights, LEDs or luminous tubes located within the interior of the sign.</p> <p>Median. A paved or planted strip dividing any public or private right-of-way, road or highway into lanes parallel to the direction of travel.</p> <p>Monument Sign. A Ground Sign mounted directly upon the ground and not raised by vertical braces or supports.</p> <p>Noncombustible material. Any material that will not</p>

Issue/Provision	Current Hapeville Code	Proposed Code Revision
	<p>purposes as opposed to commercial or advertising purposes. Incidental signs include parking signs, restroom signs, entrance and exit signs, hours of operation, and landmark signs; a map or directory of buildings within a development; and signs designating community amenities.</p> <p>Internally illuminated signs. Any sign which has characters, letters, figures, designs or outlines illuminated by electric lights, LEDs or luminous tubes located within the interior of the sign.</p> <p>Median. A paved or planted strip dividing any public or private right-of-way, road or highway into lanes parallel to the direction of travel.</p> <p>Mural. A mural is any piece of artwork painted or applied directly on a wall, ceiling or other large permanent surface.</p> <p>Murals, historic. Original works of visual art or signs produced by hand that were tiled, painted directly on or affixed directly to a wall or building prior to the date of adoption of this Ordinance. Murals that re-create an historic image bearing a relationship to an historic Hapeville theme established after the date of adoption of this Ordinance are also considered historic murals.</p> <p>Murals, limited message. Murals that are painted on or applied to and made integral with a building wall or free-standing wall that contain a graphic or</p>	<p>ignite at or below a temperature of 1,200 degrees Fahrenheit and will not continue to burn or glow at that temperature.</p> <p>Nonconforming Sign. Any Sign that does not conform to the provisions of this Article at the date of adoption.</p> <p>Person. Any individual, entity, firm, partnership, association, corporation, company or organization of any kind.</p> <p>Primary Facade. The exterior wall of the building most nearly parallel to widest street on which the building fronts.</p> <p>Projecting Sign. Any Sign which is perpendicular to a building or other structure and extends more than 12 inches horizontally from the plane of the building wall.</p> <p>Road Frontage. The distance measured in linear feet of a lot that abuts any public street.</p> <p>Roofline. The highest continuous horizontal line of a roof. On a sloping roof, the roofline is the principal ridgeline, or the highest line common to one or more principal slopes of roof. On a flat roof, the roofline is the highest continuous line of the roof or parapet, whichever is the higher.</p> <p>Roof Sign. Any sign attached to a building or structure and displayed above the lowest horizontal line of the building roof.</p> <p>Sandwich Board Sign. A movable A-frame sign not secured or attached to the ground or surface on which it</p>

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	<p>written message that does not exceed more than 50 percent of the width of the wall on which the mural is proposed or 10 percent of the total area of the mural.</p> <p>Murals, original art. Original works of visual art produced by hand that are tiled, painted directly on, or affixed directly to a wall or building. Original Art Murals may be mechanically produced or computer generated prints or images. Original Art Murals may not contain text, graphics or symbols that advertise or promote a business, product or service; or promote a political candidate or party.</p> <p>Noncombustible material. Any material that will not ignite at or below a temperature of 1,200 degrees Fahrenheit and will not continue to burn or glow at that temperature.</p> <p>Nonconforming sign. Any sign that does not conform to the provisions of this Article at the date of adoption.</p> <p>Person. Any person, entity, firm, partnership, association, corporation, company or organization of any kind.</p> <p>Primary facade. The exterior wall of the building most nearly parallel to widest street on which the building fronts.</p> <p>Projecting sign. Any sign which is perpendicular to a building or other structure and extends more than</p>	<p>is located.</p> <p>Secondary facade. Any exterior wall of a building that is most nearly parallel to an adjoining street that is not the primary facade. A secondary facade may also be to the rear of the primary facade and may adjoin a parking lot rather than a street. The end elevation of a building shall also be considered a secondary facade.</p> <p>Sign. Every device, item, product, frame, letter, figure, character, mark, plane, point, design, picture, stroke, stripe, trademark, or reading matter used or intended to be used to attract the attention of or convey information to the general public. For purposes of determining number of signs, a single display surface or a single display device containing elements organized, related and composed to form a unit shall be considered a single sign. Where information is displayed in a random manner without an organized relationship to other elements, or where there is reasonable doubt as to the relationship of elements, each element shall be considered a single sign.</p> <p>Sign Area. The total area on which a message is displayed on any sign. For double-faced signs, the side with the largest sign area shall be used in computing sign area. The sign area of a double-faced sign having unequal faces shall be the area of the larger face. The sign area of wall signs shall be the net geometric area measured by the smallest possible rectangle or</p>

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	<p>12 inches horizontally from the plane of the building wall.</p> <p>Road frontage. The distance measured in linear feet of a lot that abuts any public street.</p> <p>Roofline. The highest continuous horizontal line of a roof. On a sloping roof, the roofline is the principal ridgeline, or the highest line common to one or more principal slopes of roof. On a flat roof, the roofline is the highest continuous line of the roof or parapet, whichever is the higher.</p> <p>Roof sign. Any sign attached to a building or structure and displayed above the lowest horizontal line of the building roof.</p> <p>Sandwich board sign. A movable A-frame sign not secured or attached to the ground or surface on which it is located.</p> <p>Secondary facade. Any exterior wall of a building that is most nearly parallel to an adjoining street that is not the primary facade. A secondary facade may also be to the rear of the primary facade and may adjoin a parking lot rather than a street. The end elevation of a building shall also be considered a secondary facade.</p> <p>Sign. Every device, item, product, frame, letter, figure, character, mark, plane, point, design, picture, stroke, stripe, trademark, or reading matter used or intended to be used to attract the attention of or</p>	<p>combination of rectangles enclosing the display surface of the sign, including the outer extremities of all letters, characters and delineations. Double-faced signs having an interior angle formed by the faces greater than 45 degrees shall be considered individual sign faces and the area of each face shall be used in computing sign area. Window sign area shall be measured in the same manner as wall signs.</p> <p>Sign District. A portion of the city believed to share a common character and identified on the City of Hapeville “Sign District Map,” Figure 1.1. Sign districts or character areas establish sign standards for properties located in these districts. See section 93-3.3-2-01.</p> <p>Sign Face. The part or parts of a Sign that is/are used or can be used to convey information visually.</p> <p>Sign Structure. All parts of a Sign (including braces, posts and supports) except the Sign Face.</p> <p>Stake Sign. Any Temporary Sign supported by uprights placed in the ground and not supported by or suspended from any building with a maximum Sign Area of three (3) square feet.</p> <p>Storefront. The primary facade of a commercial building or a single, undivided tenant space that may be located in a multi-tenant commercial building.</p> <p>Structural Change or Repair. Any reinforcement, replacement, bolstering, augmenting or substitution of a support element of a sign structure, including but not</p>

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	<p>convey information to the general public. For purposes of determining number of signs, a single display surface or a single display device containing elements organized, related and composed to form a unit shall be considered a single sign. Where information is displayed in a random manner without an organized relationship to other elements, or where there is reasonable doubt as to the relationship of elements, each element shall be considered a single sign.</p> <p>Sign area. The total area on which a message is displayed on any sign. For double-faced signs, the side with the largest sign area shall be used in computing sign area. The sign area of a double-faced sign having unequal faces shall be the area of the larger face. The sign area of wall signs shall be the net geometric area measured by the smallest possible rectangle or combination of rectangles enclosing the display surface of the sign, including the outer extremities of all letters, characters and delineations. Double-faced signs having an interior angle formed by the faces greater than 45 degrees shall be considered individual sign faces and the area of each face shall be used in computing sign area. Window sign area shall be measured in the same manner as wall signs.</p> <p>Sign district. A portion of the city believed to share</p>	<p>limited to alteration or replacement of the foundation, support structures, columns or beams, sign frame or sign head for any purpose other than to render the sign structure safe.</p> <p>Structural Trim. The molding, battens, cappings, nailing strips, laticing, and platforms which are attached to a sign structure, but which do not contribute to the conveying of a message.</p> <p>Subdivision sign. Any sign placed at the intersection of two public roads, or at the intersection of a public and private road, where one of the roads is the main thoroughfare accessing a commercial or residential subdivision.</p> <p>Submission Date. The date stamped on a sign application indicating the date the application was actually received in the Community Services Department.</p> <p>Temporary Sign. Any sign or device which is not permanently attached to the ground or other permanent structure, which is designed to be mobile or is designed to remain in place for a limited time. This includes, but is not limited to, signs designed to be transported regularly from one location to another, signs designed with wheels, regardless of whether the wheels remain attached to the sign, or signs tethered to an existing structure. Banners are considered Temporary Signs.</p> <p>Wall Sign. Any Sign which is attached parallel to or painted on an exterior building wall.</p>

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	<p>a common character and identified on the City of Hapeville “Sign District Map,” Figure 1.1. Sign districts or character areas establish sign standards for properties located in these districts.</p> <p>Sign structure. All members of a sign (including braces, posts and supports) except the sign face itself.</p> <p>Stake sign. Any temporary sign supported by uprights placed in the ground and not supported by or suspended from any building with a maximum sign area of three (3) square feet.</p> <p>Storefront. The primary facade of a commercial building or a single, undivided tenant space that may be located in a multi-tenant commercial building.</p> <p>Structural change or repair. Any reinforcement, replacement, bolstering, augmenting or substitution of a support element of a sign structure, including but not limited to alteration or replacement of the foundation, support structures, columns or beams, sign frame or sign head for any purpose other than to render the sign structure safe.</p> <p>Structural trim. The molding, battens, cappings, nailing strips, latticing, and platforms which are attached to a sign structure, but which do not contribute to the conveying of a message.</p> <p>Subdivision sign. Any sign placed at the intersection of two public roads, or at the intersection of a public</p>	<p>Weekend Sign. A Temporary Sign that is not illuminated, internally or externally, and is erected between the time frame spanning 5:00 p.m. on any Friday and 8:00 a.m. on the subsequent Monday.</p> <p>Window sign. Any sign displayed to an outside observer on or through a window or covering a window clearly visible from the right-of-way. Any sign that conveys a message at a scale as to font size or graphics or the use of such components as neon or LED lighting clearly intended to advertise to pedestrians or motorists in the right-of-way, despite the location in a store, shall be considered window signs. Window sign shall include signs posted on or otherwise affixed to a glass door.</p> <p>Zoning District. The classification of parcels of land as defined under the City of Hapeville Zoning Ordinance.</p>

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	<p>and private road, where one of the roads is the main thoroughfare accessing a commercial or residential subdivision.</p> <p>Submission date. The date stamped on a sign application indicating the date the application was actually received in the Community Services Department.</p> <p>Temporary sign. Any sign or device which is not permanently attached to the ground or other permanent structure, which is designed to be mobile or is designed to remain in place for a limited time. This includes, but is not limited to, signs designed to be transported regularly from one location to another, signs designed with wheels, regardless of whether the wheels remain attached to the sign, or signs tethered to an existing structure. Banners are considered temporary signs.</p> <p>Wall sign. Any sign which is attached parallel to or painted on an exterior building wall.</p> <p>Weekend sign. Signs using words, symbols, arrows or otherwise directing attention to a short-term event.</p> <p>Window sign. Any sign displayed to an outside observer on or through a window or covering a window clearly visible from the right-of-way.</p> <p>Merchandise display signs that are generally intended to direct and market to customers in the</p>	

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	<p>store and are incidentally visible from the right-of-way shall not be used in calculating window sign area and shall be independent of aggregate sign area calculations. Such signs encompass packaging messages. Any sign that conveys a message at a scale as to font size or graphics or the use of such components as neon or LED lighting clearly intended to advertise to pedestrians or motorists in the right-of-way, despite the location in a store, shall be considered window signs. Window sign shall include signs posted on a glass door.</p> <p>Zoning district. The classification of parcels of land as defined under the City of Hapeville Zoning Ordinance.</p>	
<p>Current: Chapter 93. –Zoning, Article 3.3 – Signs and Murals, DIVISION 1 – Signs, Section 93-3.3-3. Permit Required</p> <p>Proposed: Same</p>	<p>It shall be unlawful for any person to place, erect, repair, alter, relocate, or maintain any sign as defined in this division, except those signs exempt from this division under section 93-3.3-13, without first obtaining a permit from the City Planner in the manner set forth in this chapter or otherwise complying with the terms herein.</p>	<p>Except where specifically excluded by a provision in this division, it shall be unlawful for any Person to place, erect, repair, alter, relocate, change, modify or maintain any Sign or any Sign Face without first obtaining a permit from the City Planner in the manner set forth in this division and otherwise complying with the terms herein.</p>
<p>Current:</p>	<p><u>Section 93-3.3-3:</u> The City shall process all sign permit applications</p>	<p>(a) Submission of sign permit applications. Sign permit applications must be delivered to the</p>

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<p>Chapter 93. – Zoning, Article 3.3 – Signs and Murals, DIVISION 1 – Signs, Section 93-3.3-3. Permit application.</p> <p>Chapter 93. – Zoning, Article 3.3 – Signs and Murals, DIVISION 1 – Signs, Section 93-3.3-22. Permit application submission and appeals.</p> <p>Proposed:</p> <p>Chapter 93. – Zoning, Article 3.3</p>	<p>within 45 calendar days of actual receipt of a complete and accurate application and upon remittance of the appropriate sign permit fee. The City Planner shall give notice to the applicant of his or her decision by hand delivery or by mailing such notice, by certified mail, return receipt requested, to the address on the permit application on or before the 45th day. Failure of the City to act within the 45-day period shall be deemed approval of the permit. Notices mailed in conformity with this section shall be deemed to have been given upon the date of mailing.</p> <p>The City Planner shall reject any application that is incomplete or contains false material statements or omissions within 45 calendar days of receipt of the application. Applications subsequently submitted in conformity with this section shall be deemed to have been submitted on the date of resubmission rather than the original submission date.</p> <p>Should it be determined that a sign permit was issued pursuant to an application containing a false material statement or omission, the City Planner shall revoke the permit and the sign shall be immediately removed.</p> <p>Application for permits to install signs shall be made</p>	<p>Department of Community Services. All permit applications must be stamped by Planning and Zoning Department personnel indicating the Submission Date.</p> <p>(b) An application for a permit to erect a Sign shall be made on a form or forms provided by the Community Services Department and shall contain the following information:</p> <ol style="list-style-type: none"> (1) Name, mailing address, email address, if any, and phone number of the property owner and the applicant; (2) Address of building, structure or lot on which the Sign is to be attached or erected; (3) Position of the Sign in relation to nearby buildings or structures, property lines and other Signs located on the lot; (4) Three sets of accurately scaled drawings of the plans, contents, specifications, and method of construction and attachment to the building or the ground for the Sign as well as a scaled drawing of the site showing drives, structures and any other limiting site features; (5) Name of Person erecting the Sign;

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<p>– Signs and Murals, DIVISION 1 – Signs, Section 93-3.3-3. Permit application requirements, submission, decision, and appeal.</p> <p><i>(Note: Two current provisions contain subsections concerning the same requirements. Proposed provision combines them into one code section.)</i></p>	<p>on forms provided by the Community Services Department and shall contain the following information:</p> <ol style="list-style-type: none"> (1) Name, mailing address, email address, if any, and phone number of the applicant; (2) Address of building, structure or lot on which the sign is to be attached or placed; (3) Position of the sign in relation to nearby buildings or structures, property lines and other signs located on the lot; (4) Three sets of accurately scaled drawings of the plans, contents, specifications, and method of construction and attachment to the building or the ground for the sign as well as a scaled drawing of the site showing drives, structures and any other limiting site features; (5) Name of person, firm, corporation, or association installing the sign; (6) Written consent of the owner of the building or lot on which the sign is to 	<ol style="list-style-type: none"> (6) Written consent of the property owner, or the property owner’s agent, granting permission for the placement of the Sign on the property and permission to enter the property to maintain said Sign; (7) A written list describing all other signs located on the lot indicating the sign type, size, height and placement; (8) Complete calculations establishing the size and area of the Sign; and (9) Such other information as the Community Services Department or the City Planner shall require to demonstrate full compliance with this and all other ordinances of the City. <p>(c) Approval of the Community Services Department. The Community Services Department shall review all sign applications that require a permit for compliance with the building codes and indicate such compliance in a written report attached to the application. After completing any such report, the Community Services Department shall forward the application, including any other documents</p>

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	<p>be installed;</p> <p>(7) A written list describing all other signs located on the lot indicating the sign type, size, height and placement; and</p> <p>(8) Such other information as the City Planner shall require to demonstrate full compliance with this and all other ordinances of the City.</p> <p><u>Section 93-3.3-22.</u></p> <p>(a) Submission of sign permit applications. Sign permit applications must be delivered to the Department of Community Services. All permit applications must be stamped by Planning and Zoning Department personnel indicating the submission date.</p> <p>(b) Approval of the Community Services Department and City Planner. The Community Services Department shall review all sign applications that require a permit for compliance with the building codes and indicate such compliance in a written report attached to the application. The sign permit application shall then be reviewed by the City Planner for compliance with this division. Permit denials may be appealed to the board of appeals.</p> <p>(c) Issuance or denial of permit. Provided that</p>	<p>submitted by the applicant, and the report to the City Planner.</p> <p>(d) Decision of the City Planner.</p> <p>(1) Provided that the application is complete, all permit fees have been paid, and the proposed Sign and the lot on which the Sign is to be placed are in compliance with all requirements of this division and all other ordinances and laws of the City, the City Planner shall render a determination and shall inform the applicant of his or her decision within 45 calendar days of the Submission Date. The City Planner shall give notice to the applicant of his or her decision on such application by hand delivery or by mailing such notice, by certified mail, return receipt requested, to the address on the permit application on or before the 45th day.</p> <p>a. Upon the expiration of the 45-day period without a decision being made on the application, the applicant shall be permitted to erect and maintain the sign under this statutory provision unless and until the City Planner notifies the applicant of a denial of the application</p>

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	<p>the application is complete, all permit fees have been paid, and the proposed sign and the lot on which the sign is to be placed are in compliance with all requirements of this division and all other ordinances and laws of the City, the City Planner shall render a determination and shall inform the applicant of his or her decision within 45 calendar days.</p> <p>In the event the City Planner determines or learns at any time that the applicant has not properly completed the application for the proposed sign, he or she shall promptly notify the applicant of such fact and shall automatically deny the application. Similarly, in the event the City Planner determines that all requirements for approval have not been met, he or she shall deny the permit. All permit applications shall either be issued or denied within 45 calendar days of the submission date. If the application is denied because it does not contain the required information, a new application must be submitted with all of the required information and assigned a new submission date.</p> <p>Upon the expiration of the 45-day period without a decision being made on the application, the applicant shall be permitted to erect and maintain the sign under this statutory provision unless and until the City Planner notifies the applicant of a denial of</p>	<p>and states the reasons for the denial. No Person erecting a sign under this provision shall acquire any vested rights to continued maintenance of such signs, and following a subsequent denial of a sign application by the City Planner, the sign must be brought into compliance with this division.</p> <p>(2) The City Planner shall reject any application that is incomplete or contains false material information or omissions within 45 calendar days of the Submission Date. Applications subsequently submitted in conformity with this section shall be deemed to have been submitted on the date of resubmission rather than the original Submission Date.</p> <p>(3) If the City Planner determines that a previously issued sign permit was issued pursuant to an application that contained false material information or omissions, he or she shall promptly revoke such permit and the Sign shall be immediately removed.</p> <p>(e) Appeal. An applicant who is dissatisfied by a decision of the City Planner on the application for a sign permit has the right to appeal that decision. Any such appeal shall occur under the following procedures:</p>

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	<p>the application and states the reasons for the denial. No person erecting a sign under this provision shall acquire any vested rights to continued maintenance of such signs, and following a subsequent denial of a sign application by the City Planner, the sign must be brought into compliance with this division.</p> <p>(d) Appeals. Any person denied a sign permit has the right to appeal that decision by way of administrative appeal to the Board of Appeals under the procedure set forth herein:</p> <p>(1) The City Planner shall notify the applicant of the denial of a sign permit application within 14 calendar days of the decision date. Notice shall be made in writing and mailed to the applicant address listed on the sign permit application.</p> <p>(2) Any appeal of the decision of the City Planner relating to a sign application must be made within 14 calendar days of receipt of notice of the denial. In the event that no appeal is made within the 14-day period afforded the applicant to file an appeal, the decision of the City Planner shall become final.</p> <p>(3) The Board of Appeals shall:</p> <p>a. Hold the hearing on any such appeal no more than 30 days after receipt of the appeal; and</p>	<p>(1) The applicant shall deliver a written notice of appeal to the City Planner within fourteen (14) calendar days of his or her receipt of the notice of the decision. In the event that that no appeal is made within the 14-day period, the decision of the City Planner shall become final. In the event that an appeal is filed, the City Planner shall promptly transmit to the Board of Appeals all documents constituting the record upon which the decision appealed from was made.</p> <p>(2) The Board of Appeals shall (a) hold a hearing on any timely filed appeal no more than thirty (30) days after the notice of appeal was received; and (b) make its final determination of the appeal not more than thirty (30) days after the date of such hearing. The review by the Board of Appeals shall be limited to a determination of whether or not the decision of the City Planner was clearly erroneous.</p> <p>(3) Any appeal of the decision of the Board of Appeals shall be taken to the Superior Court of Fulton County by a petition for a writ of certiorari.</p>

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	<p>b. Make its final determination of the appeal not more than 30 days after the date of the hearing.</p>	
<p>Current: Chapter 93. –Zoning, Article 3.3 – Signs and Murals, DIVISION 1 – Signs, Section 93- 3.3-8. Nonconforming Signs</p> <p>Proposed: Same</p> <p><i>Note: Only change in subsection (b)</i></p>	<p>(b) Signs which on the effective date of this division were approved and legally erected under previous sign regulations and which became nonconforming with respect to the requirements of this division may continue in existence subject to the following restrictions:</p> <p>(1) No change shall be made in the size of any nonconforming sign, nor shall any structural change be made to such a sign, unless the sign is brought into compliance with the provisions of this Chapter.</p> <p>(2) Any nonconforming sign declared to be unsafe by the Code Enforcement Officer shall be removed or rendered safe and brought into compliance with the provisions of this chapter.</p> <p>(3) No nonconforming sign damaged by fire or other causes to the extent of more than 50 percent of its assessed value shall be repaired or rebuilt except in compliance with this chapter. Repair work shall take place within six (6) months of the incident</p>	<p>(b) Signs which on the effective date of this division were approved and legally erected under previous sign regulations and which became nonconforming with respect to the requirements of this division may continue in existence subject to the following restrictions:</p> <p>(1) No change shall be made in the size of any Nonconforming Sign, nor shall any structural change be made to any such Sign, unless the Sign is brought into compliance with the provisions of this division.</p> <p>(2) Any Nonconforming Sign declared to be unsafe by the Code Enforcement Officer shall be removed or rendered safe and brought into compliance with the provisions of this division.</p> <p>(3) No Nonconforming Sign damaged by fire or other causes to the extent of more than 50 percent of its assessed value shall be repaired or rebuilt except in compliance with this division. Repair work shall take place within six (6) months of the incident that caused the damage.</p>

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	that caused the damage.	(4) Any Sign erected on public property or in a public right-of-way in violation of this division may be removed by duly authorized employees of the City and the responsible party may be cited for such violation.
<p>Current:</p> <p>Chapter 93. –Zoning, Article 3.3 – Signs and Murals, DIVISION 1 – Signs, Section 93-3.3-10. Prohibited signs.</p> <p>Proposed:</p> <p>Same</p>	<p>The following signs are prohibited:</p> <ol style="list-style-type: none"> (1) Signs that by color, shape, location or design resemble or conflict with traffic control signs or signals. (2) Signs attached to telephone, electrical power or light poles. (3) Roof signs. (4) Sandwich board signs located in any residential zoning district. (5) Vehicles used for the basic purpose of providing advertisement of products or directing people to a business activity located on the same or nearby property, or to any other premises. (6) Animated signs involving motion or sound. (7) Flashing, blinking, or varying light intensity signs, with the exception of changeable copy signs which are 	<p>The following signs are prohibited:</p> <ol style="list-style-type: none"> (1) Any sign that due to its color, shape, size, height, lighting, location, position and/or design appears to be in imitation of, or may be considered by motorists and pedestrians, to be an official traffic control Sign or signal. (2) Signs attached to telephone, electrical power or light poles. (3) Roof Signs. (4) Sandwich Board Signs located in any residential zoning district. (5) A Vehicles Sign with a total Sign Area in excess of ten square feet, where the vehicle upon which the Sign is painted, drawn or otherwise affixed meets the following: <ol style="list-style-type: none"> a. Any part of the vehicle is parked for more than three consecutive hours within 100 feet of any public right-of-way; b. The vehicle is visible from any public right-of-way;

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	<p>regulated under section 93-3.3-18</p> <ul style="list-style-type: none"> (8) Streamers or searchlights. (9) Inflatable signs or festoons. (10) Feather Flag Signs. (11) Building, window and door lighting having an intensity greater than 0.3 foot-candles measured as prescribed in a “Recommended Night-time Brightness Levels for On-Premise Electronic Message Centers (EMC’s)” document published by the International Sign Association, April 2011. 	<ul style="list-style-type: none"> c. The vehicle is not being actively loaded or unloaded; d. If parked on a non-residential lot, the vehicle is not being used for the purpose of providing transportation for the owners, employees, inventory, merchandise, supplies or materials concerning a business operating on the lot; and e. There are other available and accessible locations on or about the lot where the vehicle can be parked, which are not within 100 feet of any public right-of-way and visible from such. <ul style="list-style-type: none"> (6) Animated Signs involving motion or sound. (7) Flashing, blinking, or varying light intensity signs, with the exception of Changeable Copy Signs that meet the requirements of section 93-3.3-18. (8) Streamers or searchlights. (9) Inflatable Signs or Festoons. (10) Feather Flag Signs. (11) Building, window and door lighting having an intensity greater than 0.3 foot-candles measured as prescribed in a “Recommended Night-time Brightness Levels for On-Premises Electronic Message Centers (EMC’s)” document published by the International Sign Association, April

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		2011. (12) Any Sign that impedes the view of an official traffic control Sign or signal. (13) Any Sign that obstructs the sight of motorists or pedestrians so as to create a traffic safety hazard. (14) Any Sign in a public right-of-way or on City property.
<p>Current: Chapter 93. –Zoning, Article 3.3 – Signs and Murals, DIVISION 1 – Signs, Section 93-3.3-11. Signs requiring a special use permit.</p> <p>Proposed: Same</p>	<p>The following signs require a special use permit. These signs must be historic in nature and not include sound, flashing or blinking lights or lights of varying intensity.</p> <p>Rotating signs.</p>	<p>The following signs require a special use permit. These signs must be historic in nature and not include sound, flashing or blinking lights or lights of varying intensity.</p> <p>(a) An Animated Sign that rotates.</p>
<p>Current:</p>	<p>(a) Temporary signs shall be limited to a</p>	<p>(a) Temporary Signs shall be limited to a maximum</p>

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<p>Chapter 93. –Zoning, Article 3.3 – Signs and Murals, DIVISION 1 – Signs, Section 93-3.3-12. Temporary signs.</p> <p>Proposed: Same</p>	<p>maximum of two (2) signs allowed twice per year for a period not to exceed 30 consecutive days.</p> <p>(b) Temporary signs shall not exceed 32 square feet.</p> <p>(c) Free standing temporary signs shall not exceed four feet in height.</p> <p>(d) Temporary signs shall not be placed in the public right-of-way.</p> <p>(e) All temporary signs shall be securely installed and shall meet all applicable safety standards as prescribed by the building code, electrical code and life safety code.</p> <p>(f) Prior to issuance of a permit for a temporary sign, as prescribed by Section 93-3.3-4, the applicant must demonstrate that the sign will not adversely affect public health, safety, welfare or aesthetics of the community.</p> <p>(g) The Code Enforcement Officer may give written notice to the owner of any temporary sign erected or maintained in violation of this division or any other City ordinances or laws and to the owner of the property or premises on which the sign is located. Such notice may require that the sign be removed within three (3) calendar days. The Code Enforcement Officer may cause removal of any such sign and impose the cost of removal as a lien on the property.</p>	<p>of two (2) Signs allowed twice per year for a period not to exceed 30 consecutive days.</p> <p>(b) Temporary Signs shall not exceed 32 square feet in Sign Area.</p> <p>(c) Free standing Temporary Signs shall not exceed four feet in height.</p> <p>(d) Temporary Signs shall not be placed in any public right-of-way.</p> <p>(e) All Temporary Signs shall be securely installed and shall meet all applicable safety standards as prescribed by the building code, electrical code and life safety code.</p> <p>(f) Prior to issuance of a permit for a Temporary Sign, as prescribed by Section 93-3.3-4, the applicant must demonstrate that such Sign will not adversely affect public health, safety, welfare or aesthetics of the community or create a safety hazard to motorists or pedestrians.</p> <p>(g) The Code Enforcement Officer may give written notice to the owner of any Temporary Sign erected or maintained in violation of this division or any other City ordinances or laws and to the owner of the property or premises on which the sign is located. Such notice may require that the Sign be removed within three (3) calendar days. The Code Enforcement Officer may cause removal of any such sign and impose the cost of removal as a lien on the property.</p>

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	<p>(h) No fee shall be required for issuance of a permit for two (2) or fewer temporary signs in a single calendar year.</p> <p>(i) Weekend signs.</p> <ol style="list-style-type: none"> 1. Weekend signs shall be allowed from 5:00 p.m. Friday to 8:00 a.m. Monday without the necessity of obtaining a permit. 2. A maximum of three weekend signs per dwelling unit or lot shall apply. 3. Individual signs shall not exceed a maximum area of four (4) square feet. 4. Such signs shall not be illuminated. 5. Such signs shall be located within one (1) mile of the property to which they refer, as measured along existing streets. 6. No such sign shall be located on any public right-of-way. 7. Such signs shall only be placed on private property for which the property owner has given his or her written permission. 	<p>(h) No fee shall be required for issuance of a permit for two (2) or fewer Temporary Signs in a single calendar year.</p>
<p>Current: Chapter 93. –Zoning, Article 3.3 – Signs and Murals, DIVISION 1 –</p>	<p>The following signs are exempt from the regulations contained in this division:</p> <ol style="list-style-type: none"> (1) Signs required by law. (2) Wall signs not exceeding one (1) square foot. (3) Memorial sign or tablets, names of buildings, 	<p>The following Signs are allowed and exempt from the permit regulations contained in this division but, notwithstanding, must comply with all other applicable requirements in this division and the Code:</p> <ol style="list-style-type: none"> 1. A Wall Sign that does not exceeding one (1)

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<p>Signs, Section 93-3.3-13. Exempt signs.</p> <p>Proposed: Same</p>	<p>and dates of erection when cut into any masonry surface or when constructed of bronze or other incombustible materials.</p> <p>(4) Any sign not visible from a public right-of-way.</p> <p>(5) A sign carried by a person, as permitted by section 93-3.3-18</p> <p>(6) Temporary, non-illuminated signs, not exceeding 15 square feet or six feet in height, provided such signs are on a lot of fee-simple ownership for sale, lease, or under construction. Such signs shall not be located in any public right-of-way and are limited to one (1) sign per street frontage. Such signs shall be removed within 10 days after the lot or building is leased, sold or construction is complete.</p> <p>(7) Incidental or directional signs not exceeding three (3) square feet in area and not advertising any business, service or product.</p> <p>(8) On-premises warning or public notice signs less than six square feet in area.</p> <p>(9) Political signs not to exceed the height maximum for signs in that sign district.</p> <p>(10) Neighborhood identity signs or banners on individual lots not exceeding six (6) square feet.</p>	<p>square foot in Sign Area.</p> <p>2. Any Sign not visible from a public right-of-way.</p> <p>3. A Handheld Sign that meets the requirements of section 93-3.3-18.</p> <p>4. Each lot is entitled to one Sign that is less than 36 square inches in Sign Area and that must be placed in any of the following locations:</p> <p>(a) On the front of every building, every unit in a multiple unit building, residence or structure;</p> <p>(b) On the side of an authorized United States Postal Service mailbox; or</p> <p>(c) On one post, which measures no more than 48 inches in height when placed and standing in ground and no more than 4 inches in width and which shall not be placed in any public right-of-way.</p> <p>5. A Temporary Sign that is not internally or externally illuminated and meets any of the following criteria:</p> <p>(a) For each lot during the period that it is being developed under an active building permit issued by the City, one Sign per each street frontage that is no more than 16 square feet in area, is no more than six feet in height to the top of the Sign component when placed and standing in ground, and is not placed in any public right-of-way. Any Sign erected under this subsection shall be removed within 10 days after the development</p>

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		<p>occurring under the building permit is completed.</p> <p>(b) For each lot during the period in which it is listed for sale or lease, one Sign per each street frontage that is no more than 16 square feet in area, is no more than six feet in height to the top of the Sign component when placed and standing in ground, and is not placed in any public right-of-way. Any Sign erected under this subsection shall be removed within 10 days after the lot has been sold or leased.</p> <p>(c) For a period of 45 days immediately preceding or following a federal, state, Fulton County, or City of Hapeville election or referendum, any lot may, in addition to any other signs authorized by this division, erect a maximum of four Stake Signs. Any Sign erected under this subsection shall be removed one day after the conclusion of the election period, which period shall include the time preceding or following any run-off election.</p> <p>6. A Weekend Sign that meets all of the following requirements:</p> <p>a. A Weekend Sign shall only be erected between the time frame beginning at 5:00 p.m. on any Friday and ending at 8:00 a.m. on the following Monday.</p>

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		<p>b. A Weekend Sign shall be removed no later than 8:00 a.m. on the first Monday after it is erected.</p> <p>c. A lot or dwelling unit shall have no more than three (3) Weekend Signs at any time.</p> <p>d. A Weekend Sign shall not exceed a maximum Sign Area of four (4) square feet.</p> <p>e. No Weekend Sign shall be located on any public right-of-way.</p> <p>f. A Weekend Sign shall only be located on private property for which the property owner, or the property owner’s agent, has given prior, written permission for the placement of such Sign.</p> <p>Any Sign erected under this section shall not be calculated as part of the overall area allowed per lot by another section in this division.</p>
<p>Current: Chapter 93. –Zoning, Article 3.3 – Signs and Murals, DIVISION 1 – Signs, Section 93-</p>	<p>When a business or service displaying an identification or business sign is discontinued, all signs and sign structures relating to this business or service shall be covered with a durable, opaque material within 30 days from the date of discontinuance. Signs on properties on which such businesses or services are not established or re-</p>	

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<p>3.3-14. Discontinued businesses.</p> <p>Proposed: None. Deleted.</p>	<p>established and the property remains unoccupied for a period of one (1) year shall be removed.</p>	
<p>Current: Chapter 93. –Zoning, Article 3.3 – Signs and Murals, DIVISION 1 – Signs, Section 93- 3.3-15.</p> <p>Maintenance.</p> <p>Proposed: Same</p> <p><i>Note: revision to subsection (b) only</i></p>	<p>(b) The Code Enforcement Officer shall give the owner 10 days written notice to correct the deficiencies or remove the sign or signs. Upon the failure of the owner to correct the deficiencies or remove the sign, the Code Enforcement Officer shall have the sign removed at the expense of the owner.</p>	<p>(b) The Code Enforcement Officer shall give the owner or permittee any Sign which exhibits the results of gross neglect or has become dilapidated or which the ground area around the Sign is not well maintained ten (10) days written notice to correct the deficiencies or to remove the Sign. Upon the failure of the owner or permittee to correct the deficiencies or remove the Sign, the Code Enforcement Officer shall have the Sign removed at the expense of the owner.</p>
<p>Current: Chapter 93.</p>	<p>(c) Illuminated signs shall be installed in a manner that prevents spillover on direct light on adjacent properties or roadways. No illuminated sign shall be installed within 75</p>	<p>(c) Illuminated signs shall be installed in a manner that prevents spillover on direct light on adjacent properties or any public right-of-way. No illuminated sign shall be installed within 75 feet</p>

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<p>–Zoning, Article 3.3 – Signs and Murals, DIVISION 1 – Signs, Section 93- 3.3-16.</p> <p>Illumination.</p> <p>Proposed: Same</p> <p><i>Note: revision to subsection (c) only</i></p>	<p>feet of any single-family dwelling.</p>	<p>of any single-family dwelling.</p>
<p>Current:</p> <p>Chapter 93. –Zoning, Article 3.3 – Signs and Murals, DIVISION 1 – Signs, Section 93- 3.3-17.</p> <p>Sign standards by sign district.</p> <p>Proposed:</p> <p>Same</p>	<p>(b) <i>Single family residential.</i> Permitted sign types and regulations for signs in the single family residential sign district in the city:</p> <ol style="list-style-type: none"> (1) Subdivision gateway signs. (2) Wall signs. (3) All signs in this district shall be setback a minimum of ten feet from the right-of-way and all electrical transmission lines. (4) No sign shall be illuminated, internally or indirectly, except for entrance signs and subdivision signs, which may only be illuminated indirectly. These may only be illuminated from dusk until dawn. (5) No stake signs (yard or garage sale signs and real estate signs) are the only type of permitted temporary sign in this district. For regulations regarding temporary 	<p>(b) <i>Single family residential.</i> Permitted sign types and regulations for signs in the single family residential Sign District in the city:</p> <ol style="list-style-type: none"> (1) An Entrance Sign located at the entrance of a subdivision. (2) Wall Signs. (3) All Signs shall be setback a minimum of ten (10) feet from any public right-of-way and all electrical transmission lines. (4) Except for an Entrance Sign, no Sign shall be illuminated, internally or externally. An Entrance Sign may only be illuminated externally and may only be illuminated from dusk to dawn. (5) Stake Signs are the only type of permitted

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	<p>signs, see Section 93-3.3-12. The limit on the number of stake or yard signs does not apply to political signs.</p> <p>(6) The aggregate sign area for any lot in this district shall not exceed 20 square feet, regardless of the construction, placement or type of sign or signs.</p> <p>(c) <i>Commercial mixed use.</i> Master planned developments in this sign district that are proposed or existing developments that propose a sign package may provide a detailed sign plan to Planning Commission for approval. The Commission shall consider the purpose and intent of this division in determining the appropriateness of the sign package.</p> <p>Permitted sign types and regulations for signs in the commercial mixed use sign district include:</p> <ol style="list-style-type: none"> (1) Ground signs, monument style only. (2) Billboards, subject to Sec. 93-3.3-19. Billboards. (3) Projecting signs, not to exceed a projection of six feet from the face of the building. Signs must provide for eight feet of minimum clear space between bottom of sign and sidewalk or ground. (4) Wall signs. 	<p>temporary signs. For regulations regarding temporary signs, see Section 93-3.3.-12.</p> <p>(6) The aggregate Sign Area for any lot shall not exceed 20 square feet, regarding of the construction, placement or type of sign or signs.</p> <p>(c) <i>Commercial mixed use.</i> Master planned developments in this Sign District that are proposed or existing developments that propose a sign package may provide a detailed sign plan to Planning Commission for approval. The Commission shall consider the purpose and intent of this division in determining the appropriateness of the sign package.</p> <p>Permitted sign types and regulations for signs in the commercial mixed use Sign District include:</p> <ol style="list-style-type: none"> (1) Monument Signs. (2) Billboards, subject to Sec. 93-3.3-19. Billboards. (3) Projecting Signs, not to exceed a projection of six (6) feet from the face of the building. Signs must provide for eight feet of minimum clear space between the bottom of any Sign and the sidewalk or ground. (4) Wall Signs. (5) Sandwich Board Signs, which must be removed at the end of each business day and must allow at

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	<p>(5) Sandwich board signs, which must be removed at the end of each business day and must allow at least five feet of unobstructed passageway. These signs shall not exceed six square feet.</p> <p>(6) Window signs.</p> <p>(7) Temporary signs, a maximum of two (2) signs per lot per year.</p> <p>(8) Entrance signs.</p> <p>(9) Flag signs.</p> <p>(10) All signs in this district shall be setback a minimum of 10 feet from the right-of-way and electrical transmission lines and shall be setback a minimum of 25 feet from the I-85 and I-75 rights-of-way</p> <p>(11) All exterior lighting shall comply with FAA requirements related to aircraft safety, and all exterior lighting shall be maintained in accordance with plans and specifications submitted to and approved by the building official.</p> <p>(12) Signs for businesses in developments having a multi-story building shall be detailed in a sign plan and submitted to Planning Commission for approval.</p> <p>(13) The sign area for any lot in this district shall not exceed one (1) square foot for every linear foot of lot frontage, regardless of the construction, placement or</p>	<p>least five (5) feet of unobstructed passageway. No Sandwich Board Sign shall exceed six (6) square feet in Sign Area.</p> <p>(6) Window Signs.</p> <p>(7) Temporary Signs, a maximum of two (2) signs per lot per year.</p> <p>(8) Entrance Signs.</p> <p>(9) Flags.</p> <p>(10) All Signs shall be setback a minimum of ten (10) feet from any public right-of-way and any electrical transmission line and shall be setback a minimum of 25 feet from the I-85 and I-75 rights-of-way</p> <p>(11) All exterior lighting shall comply with FAA requirements related to aircraft safety, and all exterior lighting shall be maintained in accordance with plans and specifications submitted to and approved by the building official.</p> <p>(12) Any Sign to be erected by any owner, any tenant, any lessee, or any sublessee of a unit in a multi-story building shall be detailed in a sign plan that is submitted to the Planning Commission for approval prior to the erection of such Sign.</p> <p>(13) The Sign Area for any lot shall not exceed one (1) square foot for every linear foot of lot frontage, regardless of the construction, placement or type of sign or signs.</p>

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	<p>type of sign or signs.</p> <p>(14) Standards for multi-tenant, multiple phase or multiple parcel developments:</p> <ul style="list-style-type: none"> a. Where possible, a uniform design scheme of signs shall be established for the development as a whole and/or for each building in the development and approved by the city. b. Plans for the development shall include detailed descriptions of all signs, including but not limited to, size, height, location, type, colors and materials to be used, lighting and ownership responsibility. c. Plans for signs shall undergo the same review and approval process as is required of other aspects of the development. d. All signs shall be designed, erected and maintained in accordance with an approved plan. e. Directional signs are regulated in Sec. 93-3.3-18. f. In addition to the signs allowed in this section, each individual unit with a storefront may have one wall sign with a sign area not to exceed one (1) square foot for each horizontal linear foot of 	<p>(14) Standards for multi-tenant, multiple phase or multiple parcel developments:</p> <ul style="list-style-type: none"> g. Where possible, a uniform design scheme of Signs shall be established for the development as a whole and/or for each building in the development and approved by the city. h. Plans for the development shall include detailed descriptions of all Signs, including but not limited to, size, height, location, type, colors and materials to be used, lighting and ownership responsibility. i. Plans for Signs shall undergo the same review and approval process as is required of other aspects of the development. j. All Signs shall be designed, erected and maintained in accordance with an approved plan. k. In addition to the Signs allowed in this section, each individual unit with a storefront may have one wall sign with a sign area not to exceed one (1) square foot for each horizontal linear foot of

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	<p>primary storefront, plus one sign on the secondary facade not to exceed one (1) square foot for each horizontal linear foot of secondary facade.</p> <p>(d) <i>Downtown district</i>. Permitted sign types and regulations for signs in the downtown sign district include:</p> <ol style="list-style-type: none"> (1) Projecting signs, not to exceed a projection of either four feet from the building or one-third the sidewalk width, whichever is less. Signs must provide for eight feet of minimum clear space between bottom of sign and sidewalk or ground. (2) Wall signs. (3) Sandwich board signs that must be removed at the end of each business day and must accommodate a minimum of five feet of unobstructed walkway. Such signs shall not exceed six square feet. (4) Window signs shall not exceed 50 percent of the window area and shall be a maximum of 12 square feet. A secondary sign of the same dimension shall be allowed on buildings with multiple frontages fronting on a public street. Interior neon or LED signs not 	<p>primary storefront, plus one sign on the secondary facade not to exceed one (1) square foot for each horizontal linear foot of secondary facade.</p> <p>(d) <i>Downtown district</i>. Permitted sign types and regulations for Signs in the Downtown Sign District include:</p> <ol style="list-style-type: none"> (1) Projecting Signs, which shall not exceed a projection of either four (4) feet from any building or one-third of the width of any sidewalk, whichever is less. Projecting Signs must provide for a minimum of eight (8) feet of space between the bottom of the Sign and the sidewalk or ground. (2) Wall Signs. (3) Sandwich Board Signs that must be removed at the end of each business day and must accommodate a minimum of five (5) feet of unobstructed walkway. No Sandwich Board Sign shall exceed six (6) square feet in Sign Area. (4) Window Signs shall not exceed 50 percent of the window area and shall be a maximum of 12 square feet of Sign Area. A second Window Sign of the same dimension shall

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	<p>to exceed an aggregate maximum of six square feet shall be permitted.</p> <p>(5) Awning signs.</p> <p>(6) Flag signs.</p> <p>(7) Temporary signs, a maximum of two signs per lot per year.</p> <p>(8) The total number of signs in this district shall not exceed one sign of any allowed type for the primary building or tenant facade and one sign of any allowed type for each secondary building or tenant facade.</p> <p>(9) All signs in this district shall be setback a minimum of six feet from the right-of-way and electrical transmission lines.</p> <p>(10) The aggregate sign area for any lot in this district shall not exceed one (1) square foot for every linear foot of lot frontage, regardless of the construction, placement or type of sign or signs.</p> <p>(e) <i>General commercial.</i> Master planned developments in this sign district that are proposed or existing developments that propose a sign package may provide a detailed sign plan to Planning Commission for approval. The Commission shall consider the purpose and intent of</p>	<p>be allowed on buildings with multiple frontages fronting on a public street. Interior neon or LED signs not to exceed an aggregate maximum of six (6) square feet in Sign Area shall be permitted.</p> <p>(5) Awning Signs.</p> <p>(6) Flags.</p> <p>(7) Temporary Signs, a maximum of two signs per lot per year.</p> <p>(8) The total number of Signs in this district shall not exceed one (1) Sign of any allowed type for the primary building or tenant facade and one (1) sign of any allowed type for each secondary building or tenant facade.</p> <p>(9) All Signs shall be setback a minimum of six (6) feet from any public right-of-way and any electrical transmission line.</p> <p>(10) The aggregate Sign Area for any lot not exceed one (1) square foot for every linear foot of lot frontage, regardless of the construction, placement or type of sign or signs.</p> <p>(e) <i>General commercial.</i> Master planned developments in the General Commercial Sign District that are proposed or existing developments that propose a sign package may provide a detailed sign plan to the</p>

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	<p>this division in determining the appropriateness of the sign package.</p> <p>Permitted sign types and regulations for signs in the general commercial sign district include:</p> <ol style="list-style-type: none"> (1) Ground signs. (2) Billboards, subject to Sec. 93-3.3-19. Billboards. (3) Projecting signs, not to exceed a projection of six feet from the face of the building. (4) Wall signs. (5) Temporary signs, a maximum of two signs per lot per year. (6) Window signs. (7) Awning signs. (8) Flag signs. (9) The sign area for any lot in this district shall not exceed one (1) square foot for every linear foot of lot frontage, regardless of the construction, placement or type of sign or signs. (10) All signs in this district shall be setback a minimum of ten feet from the right-of-way and electrical transmission lines, and shall be setback a minimum of 25 feet from the I-85 and I-75 rights-of-way, including off- and on-ramps. 	<p>Planning Commission for approval. The Planning Commission shall consider the purpose and intent of this division in determining the appropriateness of the sign package.</p> <p>Permitted sign types and regulations for signs in the General Commercial Sign District include:</p> <ol style="list-style-type: none"> (1) Ground Signs. (2) Billboards, subject to the requirements and limitations in Section 93-3.3-19. (3) Projecting Signs, which shall not exceed a projection of six (6) feet from the face of any building. (4) Wall Signs. (5) Temporary Signs, a maximum of two signs per lot per year. (6) Window Signs. (7) Awning Signs. (8) Flags.. (9) The Sign Area for any lot shall not exceed one (1) square foot for every linear foot of lot frontage, regardless of the construction, placement or type of sign or signs. (10) All Signs in this district shall be setback a minimum of ten (10) feet from any public right-of-way and any electrical transmission line, and shall be setback a minimum of 25 feet from the I-85 and I-75 rights-of-way, including off- and on-ramps.

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	<p>(11) Except as provided in section 93-3.3-20(h). Special Requirements for all signs, Special Situations, no wall or window sign shall be permitted above the ground floor of any building.</p> <p>(f) <i>Industrial</i>. Permitted sign types and regulations for signs in the industrial sign district in the city:</p> <p>(1) Ground signs. The maximum number of ground signs shall be one for every 500 linear feet of frontage or fraction thereof on a single frontage. Frontage on one street shall not be allocated to sign area on another street. One entrance sign shall be permitted at each entrance with a maximum of two such signs on a single street frontage.</p> <p>(2) Billboards, subject to Sec. 93-3.3-19. Billboards.</p> <p>(3) Projecting signs, not to exceed a projection of six feet from the face of the building. Signs must provide for eight feet of minimum clear space between bottom of sign and sidewalk or ground.</p> <p>(4) Wall signs.</p> <p>(5) Temporary signs, a maximum of two signs per lot per year.</p> <p>(6) Window signs.</p>	<p>(11) Except as provided in section 93-3.3-20(h), no Wall Sign or Window Sign shall be permitted above the ground floor of any building.</p> <p>(f) <i>Industrial</i>. Permitted sign types and regulations for signs in the Industrial Sign District in the city:</p> <p>(1) Ground Signs. The maximum number of Ground Signs shall be one for every 500 linear feet of frontage or fraction thereof on a single frontage. Frontage on one street shall not be allocated to sign area on another street. One Entrance Sign shall be permitted at each entrance with a maximum of two such Signs on a single street frontage.</p> <p>(2) Billboards, subject to the requirements and limitations in Section 93-3.3-19.</p> <p>(3) Projecting Signs, which shall not exceed a projection of six (6) feet from the face of any building. Any Projecting Sign must provide a minimum of eight (8) feet of space between the bottom of such Sign and the sidewalk or ground.</p> <p>(4) Wall Signs.</p> <p>(5) Temporary Signs, a maximum of two signs per lot per year.</p>

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	<p>(7) Awning signs. (8) Flag signs. (9) The sign area for any lot shall not exceed one (1) square foot for every linear foot of lot frontage, regardless of the construction, placement or type of sign or signs. (10) All signs in this district shall be setback a minimum of ten feet from the right-of-way and electrical transmission lines, and shall be setback a minimum of 25 feet from the I-85 and I-75 rights-of-way.</p> <p>(g) <i>Neighborhood commercial</i>. Permitted sign types and regulations for signs in the neighborhood commercial sign district include:</p> <p>(1) Ground signs, monument style only. (2) Projecting signs, not to exceed a projection of either four feet from the building or one-third the sidewalk width, whichever is less. Signs must provide for eight feet of minimum clear space between bottom of sign and sidewalk or ground. (3) Wall signs. (4) Sandwich board signs, which must be removed at the end of each business day and must allow at least five feet of unobstructed passageway. These signs</p>	<p>(6) Window Signs. (7) Awning Signs. (8) Flags. (9) The Sign Area for any lot shall not exceed one (1) square foot for every linear foot of lot frontage, regardless of the construction, placement or type of sign or signs. (10) All Signs shall be setback a minimum of ten (10) feet from any public right-of-way and any electrical transmission line, and shall be setback a minimum of 25 feet from the I-85 and I-75 rights-of-way.</p> <p>(g) <i>Neighborhood commercial</i>. Permitted sign types and regulations for signs in the Neighborhood Commercial Sign District include:</p> <p>(1) Monument Signs. (2) Projecting Signs, which shall not exceed a projection of either four (4) feet from any building or one-third of the width of the sidewalk, whichever is less. Any Projecting Sign must provide for a minimum of eight (8) feet of space between the bottom of such Sign and the sidewalk or ground. (3) Wall Signs. (4) Sandwich Board Signs, which must be</p>

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	<p>shall not exceed six square feet.</p> <p>(5) Window signs.</p> <p>(6) Awning signs.</p> <p>(7) Temporary signs, a maximum of two signs per lot per year.</p> <p>(8) Flag signs.</p> <p>(9) Signs for businesses in developments having a multi-story building shall be detailed in a sign plan and submitted to Planning Commission for approval.</p> <p>(10) The total number of signs in this district shall not exceed two signs of any allowed type for the primary facade and one sign of any allowed type for each secondary facade.</p> <p>(11) The sign area for any lot shall not exceed one (1) square foot for every linear foot of lot frontage, regardless of the construction, placement or type of sign or signs.</p> <p>(12) All signs in this district shall be setback a minimum of six feet from the right-of-way and electrical transmission lines.</p> <p>(h) <i>Multi-family residential.</i> Master planned developments in this sign district that are proposed or existing developments that propose a sign package may provide a detailed sign plan to Planning Commission for approval. The</p>	<p>removed at the end of each business day and must allow at least five (5) feet of unobstructed passageway. A Sandwich Board Sign shall not exceed six (6) square feet in Sign Area.</p> <p>(5) Window Signs.</p> <p>(6) Awning Signs.</p> <p>(7) Temporary Signs, a maximum of two signs per lot per year.</p> <p>(8) Flags.</p> <p>(9) Any Sign to be erected by any owner, any tenant, any lessee, or any sublessee of a unit in a multi-story building shall be detailed in a sign plan that is submitted to the Planning Commission for approval prior to the erection of such Sign.</p> <p>(10) The total number of Signs in this district shall not exceed two Signs of any allowed type for the primary facade and one Sign of any allowed type for each secondary facade.</p> <p>(11) The Sign Area for any lot shall not exceed one (1) square foot for every linear foot of lot frontage, regardless of the construction, placement or type of sign or signs.</p> <p>(12) All Signs in this district shall be setback a minimum of six (6) feet from any public right-of-way and any electrical</p>

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	<p>Commission shall consider the purpose and intent of this division in determining the appropriateness of the sign package.</p> <p>Permitted sign types and regulations for signs in the multifamily residential sign district include:</p> <ul style="list-style-type: none"> (1) Subdivision signs. (2) Temporary signs in a residential development, maximum size of 16 square feet. Such signs shall be removed at the expense of the owner upon the sale of all property in a development or the lease of all dwellings. (3) The sign area for any lot in this district shall not exceed one (1) square foot for every linear foot of lot frontage, regardless of the construction, placement or type of sign or signs. <p>(i) <i>Public institutional.</i> The sign standards for those properties in the public institutional sign district that are not owned by the City of Hapeville shall be subject to the standards of Neighborhood Commercial sign district.</p>	<p>transmission line.</p> <p>(h) <i>Multi-family residential.</i> Master planned developments in this Sign District that are proposed or existing developments that propose a sign package may provide a detailed sign plan to Planning Commission for approval. The Commission shall consider the purpose and intent of this division in determining the appropriateness of the sign package.</p> <p>Permitted sign types and regulations for signs in the Multi-Family Residential Sign District include:</p> <ul style="list-style-type: none"> (1) An Entrance Sign that is located at the entrance of a subdivision. (2) Temporary Signs in a residential development, maximum size of 16 square feet. Such Signs shall be removed at the expense of the owner upon the sale of all property in a development or the lease of all dwellings. (3) The Sign Area for any lot in this district shall not exceed one (1) square foot for every linear foot of lot frontage, regardless of the construction, placement or type of sign or signs. <p>(i) <i>Public institutional.</i> The standards for Signs to be erected on those lots or upon buildings in the Public</p>

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		<p>Institutional Sign District shall be subject to the standards of the Neighborhood Commercial Sign District.</p>
<p>Current: Chapter 93. –Zoning, Article 3.3 – Signs and Murals, DIVISION 1 – Signs, Section 93- 3.3-18. General Sign Regulations.</p> <p>Proposed: Same</p>	<p>In addition to the limitations set forth in the other sections of this division, the following limitations shall apply to these specific types of signs:</p> <p>(1) Wall signs.</p> <ul style="list-style-type: none"> a. No wall sign shall cover wholly or partially any wall opening, nor project beyond the ends or top of the wall to which it is attached. b. Wall signs shall not exceed 50 percent of the width of the building or tenant facade, provided that no wall sign shall have an area exceeding one (1) square foot for each horizontal linear foot of building or tenant facade. <p>(2) Projecting signs.</p> <ul style="list-style-type: none"> a. No projecting sign may be placed over streets, alleys, or ways available for vehicular traffic. b. Every projecting sign located at a commercial business if illuminated as part of its ordinary operation, shall be illuminated between sunset and the close of business, on 	<p>In addition to the limitations set forth in the other sections of this division, the following limitations shall apply to these specific types of Signs:</p> <p>(1) Wall Signs.</p> <ul style="list-style-type: none"> a. No Wall Sign shall cover wholly or partially any wall opening, nor project beyond the ends or top of the wall to which it is attached. b. Wall Signs shall not exceed 50 percent of the width of the building or tenant facade, provided that no Wall Sign shall have an area exceeding one (1) square foot for each horizontal linear foot of building or tenant facade. <p>(2) Projecting Signs.</p> <ul style="list-style-type: none"> a. No Projecting Sign may be placed over any street, any alley, or any other public right-of-way available for vehicular traffic. b. EveryAny Projecting Sign located at a commercial business if that is illuminated, either internally or externally, - as part of its ordinary operation, shall be illuminated between sunset and the close of business, on each side thereof,

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	<p>each side thereof, by at least five watts per square foot of sign surface, but in no case less than 60 watts for each sign surface.</p> <p>c. All projecting signs must be installed at a 90-degree angle to the building facade.</p> <p>d. Projecting signs shall not project above the roofline or be installed above a height of 14 feet, whichever is lower.</p> <p>e. Projecting signs must vertically clear sidewalks by at least eight feet and may project no more than four feet from a building or one-third the width of the sidewalk, whichever is less.</p> <p>(3) Awning signs.</p> <p>a. Awning signs must be painted or installed directly on the awning.</p> <p>b. The sign area of any awning sign shall not exceed 50 percent of the surface area of the awning.</p> <p>c. Awnings must be a maximum of eight (8) feet above the sidewalks and may extend to within one (1) foot of the vertical plane formed by the curb or the right-of-way line.</p> <p>(4) Entrance signs. All entrance signs shall be placed on private property and shall not be placed in the right-of-way.</p> <p>(5) Subdivision sign. All subdivision signs shall be placed on private property and shall not be placed in the right-of-way.</p>	<p>by lighting of at least five (5) watts per square foot of sign surface, but in no case lighting that is less than 60 watts for each sign surface.</p> <p>c. All Projecting Signs must be installed at a 90-degree angle to the building facade.</p> <p>d. Projecting Signs shall not project above the Roofline or be installed above a height of 14 feet from the ground, whichever is lower.</p> <p>e. Projecting Signs must vertically clear sidewalks by at least eight (8) feet and may project no more than four (4) feet from a building or one-third of the width of the sidewalk, whichever is less.</p> <p>(3) Awning Signs.</p> <p>a. An Awning Sign must be painted or installed directly on the awning.</p> <p>b. The Sign Area of any Awning Sign shall not exceed 50 percent of the surface area of the awning.</p> <p>c. Awnings must be a maximum of eight (8) feet above the sidewalks and may extend to within one (1) foot of the vertical plane formed by the curb or the public right-of-way line.</p> <p>(4) Entrance Signs. All entrance signs shall be placed on private property and shall not be placed in the any public right-of-way.</p>

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	<p>(6) Handheld signs.</p> <ul style="list-style-type: none"> a. Handheld signs are allowed as part of permitted parades, pickets, processions and assemblies in accordance with Section 35-3-1 et. seq. b. No handheld signs shall be placed or carried which extend beyond the width of the individual's body or that extend more than 24 inches above the individual's head. c. All persons carrying any such signs, shields or sandwich boards shall remain at least ten feet apart, shall not stand or loiter in front of any doorway, driveway or street intersection and shall not interfere with the general flow of traffic, whether pedestrian or vehicular. d. All handheld signs are exempt from the permitting requirements of Section 93-3.3-4. <p>(7) Window signs. Window signs not to exceed 50 percent of the window area of the building may be displayed on a premises, or a tenant space of a shopping center or multi-tenant building. Window signs may be arranged as a single sign or as multiple signs. Window signs shall be limited to ground floor windows, only. Interior neon or LED signs not to exceed an aggregate maximum of six square feet shall be permitted.</p> <p>(9) Canopy signs.</p>	<p>(5) Subdivision signs. Entrance Signs at subdivisions. All Entrance Signs at subdivision signs shall be placed on private property and shall not be placed in the any public right-of-way.</p> <p>(6) Handheld signs.</p> <ul style="list-style-type: none"> a. Handheld Signs are allowed as part of during the time period in which a permitted parades, pickets, or processions that is permitted under and assemblies in accordance with Section 35-3-1 et. seq. occurs. b. No Handheld Sign shall be placed or carried which that extends beyond the width of the body of the individual holding such Sign's body or that extends more than 24 inches above the individual's head. c. All persons individuals carrying any such Signs; shields or sandwich boards shall remain at least ten (10) feet apart, shall not stand or loiter in front of any doorway, driveway or street intersection and shall not interfere with the general flow of traffic, whether pedestrian or vehicular. d. All Handheld Signs are exempt from the permitting requirements of Section 93-3.3-4. <p>(7) Window signs. Window Signs shall not to exceed</p>

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	<p>Canopy signs having a maximum area of 50% of the canopy face and limited to three faces shall be permitted.</p> <p>(10) Directional signs. One directional sign having a maximum area of four (4) square feet may be displayed at each entrance to a shopping center, office park or industrial development.</p> <p>(11) Sandwich board signs.</p> <ol style="list-style-type: none"> a. The owner of a building or occupant of a tenant space in a building in the downtown district, neighborhood commercial district or commercial mixed use district may display one sandwich board for each business having a storefront. Such signs must be constructed of wood, metal or durable plastic. The sign surface may be chalkboard, whiteboard or other durable material. b. No sandwich board sign may be placed as to restrict the flow of pedestrians. A minimum sidewalk clear zone of five feet shall be maintained. Sandwich signs shall be removed at the end of each business day. c. The maximum area of a sandwich sign shall be six (6) square feet. <p>(12) Changeable copy or LED signs, excluding billboards. For the purpose of this Section, "LED sign" shall mean a digital sign, including but not specifically</p>	<p>50 percent of the window area of the building in which they are displayed. may be displayed on a premises, or a tenant space of a shopping center or multi-tenant building. Window Signs may be arranged as a single Sign or as multiple Signs. Window Signs shall be limited to ground floor windows, only. Interior neon or LED signs not to exceed an aggregate maximum of six (6) square feet shall be permitted.</p> <p>(8) Canopy signs. Canopy Signs having a maximum area of 50 percent of the canopy Face and limited to three (3) faces shall be permitted.</p> <p>(9) Directional signs. One directional sign having a maximum area of four (4) square feet may be displayed at each entrance to a shopping center, office park or industrial development. Sandwich board signs.</p> <ol style="list-style-type: none"> a. The owner of a building or occupant of a tenant space in a building in the downtown district, neighborhood commercial district or commercial mixed use district may display one Sandwich Board Sign for each business having a storefront. Such signs must be constructed of wood, metal or durable plastic. The sign surface of any Sandwich Board Sign may be chalkboard, whiteboard or other durable material.

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	<p>limited to light-emitting diode (LED), liquid crystal display (LCD) and other similar technology signs. LED signs shall only be permitted for signs regulated under O.C.G.A. § 10-1 164 and located in the General Commercial sign district.</p> <ul style="list-style-type: none"> a. The owner of a building may incorporate up to 40 percent of the allowable sign area of a sign as a changeable copy sign, which shall be physically part of that sign. The changeable copy portion of the sign may not be installed absent the remaining 60 percent of the sign that shall be non-changeable copy or static in nature, excluding framing and other structural elements. b. No changeable copy sign may change more often than six (6) times per minute and no message shall change more than often than once every 10 seconds. Signs shall accomplish message transitions in three seconds or less. The brightness of such signs shall not have an illumination level of more than three-tenths of a foot-candle above the average ambient light level measured 100 feet from the face of the sign. c. A maximum of two (2) LED panels shall be allowed on any one (1) sign face. d. The area of each LED panel shall not exceed 10 percent of the total sign face. e. LED signs shall be equipped with an 	<ul style="list-style-type: none"> b. No Sandwich Board Sign may be placed as to restrict the flow of pedestrians. A minimum sidewalk clear zone of five feet shall be maintained. Sandwich Board Signs shall be removed at the end of each business day. c. The maximum Sign Area of a Sandwich Board Sign shall be six (6) square feet. <p>(10) Changeable copy or LED signs, excluding billboards.</p> <p>For the purpose of this Section, "LED sign" shall mean a digital sign, including but not specifically limited to light-emitting diode (LED), liquid crystal display (LCD) and other similar technology signs. LED signs shall only be permitted for signs regulated under O.C.G.A. § 10-1 164 and located in the General Commercial Sign District.</p> <ul style="list-style-type: none"> a. The owner of a building may incorporate up to 40 percent of the allowable Sign Area of a Sign as a Changeable Copy Sign, which shall be physically part of that sign. The changeable copy portion of the Sign may not be installed absent the remaining 60 percent of the Sign that

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	<p>automatic dimming device that shall lower the intensity of the sign illumination to ensure that a hazardous condition for motorists or pedestrians is not created.</p> <p>f. LED signs shall remain, and appear to be, fixed and static. In no instance shall LED lights move, change, flash, or be animated or appear to move, change, flash, or be animated in any way.</p> <p>g. The color of sign characters must contrast with the field of the sign to provide for maximum visibility and legibility, and each character on the LED panel must be the same color. The background or field of the sign shall be a solid color.</p> <p>h. Individual LED lighting used at fuel stations shall not exceed a size of two feet and no LED panel shall be larger than 30 square feet or face any property zoned for single family residential use.</p> <p>i. No LED sign shall be located within one hundred fifty (150) feet from any single family residence, or any property zoned for single family residential use.</p> <p>(13) Flag signs, excluding feather flags. The owner of a building may display flag signs that meet the following regulations.</p> <p>a. Three types of flag displays shall be permitted: “pole, projecting and window.”</p>	<p>shall be non-changeable copy or static in nature, excluding framing and other structural elements.</p> <p>b. No Changeable Copy Sign may change more often than six (6) times per minute and no message shall change more than often than once every ten (10) seconds. Signs shall accomplish message transitions in three (3) seconds or less. The brightness of such signs shall not have an illumination level of more than three-tenths of a foot-candle above the average ambient light level measured 100 feet from the face of the sign.</p> <p>c. A maximum of two (2) LED panels shall be allowed on any one (1) Sign Face.</p> <p>d. The area of each LED panel shall not exceed 10 percent of the total Sign Face.</p> <p>e. LED signs shall be equipped with an automatic dimming device that shall lower the intensity of the sign illumination to ensure that a hazardous condition for motorists or pedestrians is not created.</p> <p>f. LED signs shall remain, and appear to be, fixed and static. In no instance shall LED lights move, change, flash, or be animated or appear to move, change, flash, or be animated in any way.</p>

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	<p>i. Pole Flags. A flag may be flown from a metal pole permanently placed in the ground. The length of the flag shall be no greater than one-quarter of the height of the pole. This guideline applies to poles twenty (20) feet and taller. Flags flown on single family residential properties shall not exceed three (3) feet from top to bottom and five (5) feet in length. Flagpoles on single family residential properties shall not exceed twenty (20) feet in height. Flags on small commercial, industrial, institutional, multifamily and public properties, defined as properties of less than two acres or having buildings with less than 10,000 square feet of floor area, shall not exceed four (4) feet from top to bottom and six (6) feet in length. Flagpoles on such properties shall not exceed twenty-four (24) feet in height. Flags on all other commercial, industrial, institutional and public properties shall not exceed six (6) feet from top to bottom and ten (10) feet in length and flagpoles on these properties shall not exceed forty (40) feet in height. The pole may be of varying diameters, appropriate in scale to the length of the flag being flown.</p>	<p>g. The color of any characters, symbols, text, mark or the like sign characters must contrast with the field of the Sign to provide for maximum visibility and legibility, and each character, symbol, text, mark or the like on the LED panel must be the same color. The background or field of the Sign shall be a solid color.</p> <p>h. Individual LED lighting used erected at fuel stations shall not exceed a size of two (2) feet and no LED panel shall be larger than 30 square feet or face any property zoned for single family residential use.</p> <p>i. No LED sign shall be located within one hundred fifty (150) feet of rom any single family residence, or any property zoned for single family residential use.</p> <p>(13) Flags-signs, excluding Feather Flags. The owner of a building may display a Flag sign that meets the following regulations.</p> <p>a. Three types of flag displays shall be permitted: "pole, projecting and window." The following methods of displaying a Flag are allowed:</p>

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	<p>ii. Projecting Flags. Flags may be flown from a metal or wooden pole attached to a bracket projecting from the side of a building or doorframe. The pole shall not exceed six (6) feet in length, or one (1) inch in diameter. The flag flying from such pole shall not exceed three (3) feet from top to bottom and five (5) feet in length. Additionally, flags displayed in such a manner shall not impede pedestrian or vehicular traffic.</p> <p>iii. Window Flags. Flags may be hung in the window of any non-residential property. The area of the flag shall be used in the calculation of window sign area.</p> <p>b. Limit on Number. The number of flags (ground, projecting or window) that may be flown or displayed on each property is limited by the maximum sign area allocated to the property. However, a maximum of three (3) flags (ground, projecting or window) shall be exempt from the limitations of the Ordinance. Any additional flags (ground, projecting or window) displayed shall be used in the calculation of the ground, projecting or window sign area permitted on the property.</p> <p>c. Condition of flags. All flags that are flown or displayed shall be in serviceable condition and</p>	<p>i. Pole Flags. A Flag may be flown from a metal pole permanently placed in the ground. The length of the Flag shall be no greater than one-quarter of the height of the pole. This guideline applies to poles twenty (20) feet and taller. Flags flown on single family residential properties shall not exceed three (3) feet from top to bottom and five (5) feet in length. Flag poles on single family residential properties shall not exceed twenty (20) feet in height. Flags on small commercial, industrial, institutional, and multifamily and public properties, defined as properties of less than two acres or having buildings with less than 10,000 square feet of floor area, shall not exceed four (4) feet from top to bottom and six (6) feet in length. Flag poles on such properties shall not exceed twenty-four (24) feet in height. Flags on all other commercial, industrial, institutional, and multifamily and public properties shall not exceed six (6) feet from top to bottom and ten (10) feet in length and flag poles on these properties shall not exceed forty (40) feet in height. The pole may be of varying diameters, appropriate in scale to the length of the flag being flown.</p> <p>ii. Projecting Flags. Flags may be flown from a metal or wooden pole attached to a bracket</p>

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	<p>fit for use. All flags and stitching shall remain intact and tattered or faded flags shall be removed.</p>	<p>projecting from the side of a building or doorframe. The pole shall not exceed six (6) feet in length, or one (1) inch in diameter. The Any flag flying from such a pole shall not exceed three (3) feet from top to bottom and five (5) feet in length. Additionally, no flag displayed on a projected pole in such a manner shall not impede pedestrian or vehicular traffic.</p> <p>iii. Window Flags. Flags may be hung in the window of any non-residential property. The area of the Flag shall be used in the calculation of the allowable window sign area.</p> <p>b. Limit on Number. The number of Flags (ground, whether displayed as a Pole Flag, a Projecting Flag, a Window Flag, or any combination thereof) projecting or window) that may be flown or displayed on each property is limited by the maximum Sign Area allocated to the said property. However, a maximum of three (3) Flags (ground, projecting or window) whether displayed as a Pole Flag, a Projecting Flag, a Window Flag, or any combination thereof) shall be exempt from the limitations of the Ordinance. Any additional fFlags (ground, projecting or window) displayed shall be used in the</p>

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		<p>calculation of the ground, projecting or window sign area permitted on the property.</p> <p>c. Condition of Flags. Any Flag that are flown or is displayed shall be in serviceable condition and fit for use. All fabric or similar material of which the Flag is constructed (including flags and any stitching) shall remain intact. and Any Flag that contains tattered or faded fabric or similar material (including stitching) flags shall be removed.</p>
<p>Current: Chapter 93. –Zoning, Article 3.3 – Signs and Murals, DIVISION 1 – Signs, Section 93-3.3-19. Billboards.</p> <p>Proposed: Same</p>	<p>Sec. 93-3.3-19. Billboards.</p> <p>(a) The regulation and design of all billboards ("billboard signs") shall be governed by this section, subject to the following standards:</p> <p>(1) Billboards are permitted on any property having frontage on an interstate and located in the Commercial Mixed Use, General Commercial and Industrial sign districts.</p> <p>(2) Billboards shall not be located more than 100 feet from an interstate right-of-way.</p> <p>(3) A state DOT permit must accompany</p>	<p>Sec. 93-3.3-19. Billboard signs.</p> <p>(a) The regulation and design of all billboard signs ("billboard signs") shall be governed by this section, subject to the following standards:</p> <p>(1) Billboard Signs are permitted on any property having frontage on an interstate and located in any of the following Sign Districts: the Commercial Mixed Use Sign District; the General Commercial Sign District; and the Industrial Sign District.</p> <p>(2) A Billboard Sign shall not be located more than 100 feet from an interstate right-of-way.</p> <p>(3) A state DOT permit must accompany an</p>

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	<p>an application for a billboard.</p> <p>(4) No billboard shall be located within 300 feet of a residentially zoned property as measured from the outermost edge of the sign to the closest point of the residential property.</p> <p>(5) Billboards shall meet the setback standards of the zoning district, provided the structure setback from an interstate right-of-way shall be a minimum of 25 feet.</p> <p>(6) No billboard shall exceed a height of 65 feet.</p> <p>(7) Billboards shall have a maximum height of 14 feet, a maximum width of 48 feet and a maximum area of six hundred seventy-two (672) square feet.</p> <p>(8) No billboard shall be located within five hundred (500) linear feet of any other billboard on the same side of the highway, including billboards outside the Hapeville city limits, as measured along the right-of-way.</p> <p>(9) The area of interstate billboards shall not be used in calculating “aggregate sign area.”</p> <p>(b) Multiple message billboards shall be subject to the following standards:</p>	<p>application for a billboard. In addition to the other information required in Section 93-3.3-4, a permit issued by the Georgia Department of Transportation authorizing the installation of the proposed Billboard Sign shall be submitted to the City Planner simultaneously with the application for a permit to erect said Sign.</p> <p>(4) No Billboard Sign shall be located within 300 feet of a residentially zoned property as measured from the outermost edge of the sign to the closest point of the residential property.</p> <p>(5) A Billboard Sign shall meet the setback standards of the zoning district, provided the structure setback from any interstate right-of-way shall be a minimum of 25 feet.</p> <p>(6) No Billboard Sign shall exceed a height of 65 feet as measured from the ground to the top of the Sign.</p> <p>(7) A Billboard Sign shall have a maximum height of 14 feet, a maximum width of 48 feet and a maximum Sign Face area of six hundred seventy-two (672) square feet.</p> <p>(8) No Billboard Sign shall be located within five hundred (500) linear feet of any other Billboard Sign on the same side of the street, road or highway, including any such Sign located outside of billboards outside the</p>

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	<p>(1) Multiple message signs shall not be located within 500 feet of the nearest residentially zoned property, park, playground, recreation area, scenic area or cemetery, as measured from the outermost edge of the sign to the closest point of the above-referenced property line.</p> <p>(2) When a message is changed mechanically, the transition shall be accomplished in three seconds or less.</p> <p>(3) No such multiple message sign shall be placed within 5,000 feet of another mechanical multiple message sign on the same side of the highway.</p> <p>(c) As light-emitting diode (LED) billboards, also known as digital billboards, present a different set of circumstances regarding their impact on the community, such signs shall be governed by the following additional standards:</p> <p>(1) Digital billboards shall be limited to parcels fronting on Interstate highways only, and shall be positioned for viewing from such Interstate highways.</p> <p>(2) No digital billboard shall be located</p>	<p>Hapeville city limits, as measured along the right-of-way.</p> <p>(9) The Sign Area of interstatea Billboard Sign located adjacent to an interstate right-of-way shall not be used in calculating “aggregate sign area.”</p> <p>(b) Multiple message Billboard Signs shall be subject to the following standards:</p> <p>(1) Multiple message Billboard Signs shall not be located within 500 feet of the nearest residentially zoned property, park, playground, recreation area, scenic area or cemetery, as measured from the outermost edge of thesuch Sign to the closest point of the above-referenced property line.</p> <p>(2) When a message is changed mechanically, the transition shall be accomplished in three seconds or less.</p> <p>(3) No such multiple message Billboard Sign shall be placed within 5,000 feet of another mechanical multiple message Billboard Sign on the same side of the street, road, or highway.</p> <p>(c) As light-emitting diode (LED) Billboard Signs, also known as digital billboards, present a different set of</p>

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	<p>within five hundred (500) feet of another billboard on the same side of the Interstate highway. Billboards outside the Hapeville city limits shall be used in determining this distance.</p> <p>(3) No digital billboard shall be located within five thousand (5,000) feet of another multiple message billboard, including any other digital billboard, on the same side of the highway. Billboards outside the Hapeville city limits shall be used in determining this distance.</p> <p>(4) Digital billboards shall not be located within 500 feet of the nearest residentially zoned property, park, playground, recreation area, scenic area or cemetery, as measured from the outermost edge of the sign to the closest point of the above-referenced property line.</p> <p>(5) All digital billboard images must remain stationary and not contain any visible moving parts, alternating, “crawling” or other moving messages or have the appearance of having moving parts or messages.</p> <p>(6) The display, background or other message medium on a digital billboard shall not change more often than once every 10 seconds, with a transition period</p>	<p>circumstances regarding their impact on the community, such signs shall be governed by the following additional standards:</p> <p>(1) Digital billboards shall be limited to parcels fronting on interstate highways only, and shall be positioned for viewing from such Interstate highways.</p> <p>(2) No digital billboard shall be located within five hundred (500) feet of another billboard on the same side of the interstate highway. Billboard Signs located outside the Hapeville city limits shall be used included in determining this distance.</p> <p>(3) No digital billboard shall be located within five thousand (5,000) feet of another multiple message billboard, including any other digital billboard, on the same side of the highway. Billboard Signs located outside the Hapeville city limits shall be used included in determining this distance.</p> <p>(4) Digital billboards shall not be located within 500 feet of the nearest residentially zoned property, park, playground, recreation area, scenic area or cemetery, as measured from the outermost edge of the sign to the closest point of the above-referenced property line.</p> <p>(5) All digital billboard images must remain stationary and not contain any visible moving</p>

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	<p>of one (1) second or less.</p> <p>(7) No digital billboard shall be placed within 5,000 feet of another digital billboard on the same side of the highway.</p> <p>(8) Any such sign shall contain a default design that will freeze the sign in one position should a malfunction occurs.</p> <p>(9) Any maximum size limitations shall apply to the side of the multiple message sign with the greater area.</p> <p>(10) The owner of an LED billboard shall arrange for an annual certification of the foot-candle intensity measured in foot-candles by an independent contractor showing compliance and provide such certification to the Code Enforcement Officer.</p> <p>(11) All digital billboards shall have installed an ambient light monitor that will continuously monitor and automatically adjust the brightness of the display based on ambient light conditions. Maximum brightness levels for digital billboards shall not exceed three-tenths (0.3) foot-candles over ambient light levels measured as prescribed in a “Recommended Night-time Brightness Levels for On-Premise Electronic Message Centers (EMC’s)” published by the International Sign</p>	<p>parts, alternating, “crawling” or other moving messages or have the appearance of having moving parts or messages.</p> <p>(6)The display, background or other message medium on a digital billboard shall not change more often than once every 10 seconds, with a transition period of one (1) second or less.</p> <p>(7)No digital billboard shall be placed within 5,000 feet of another digital billboard on the same side of the street, road, or highway.</p> <p>(8)Any such sign digital billboard shall contain a default design that will freeze the sign in one position should a malfunction occurs.</p> <p>(9) Any maximum size limitations shall apply to the side of the multiple message sign with the greater area.</p> <p>(10) The owner of an LED digital billboard shall arrange for an annual certification of the foot-candle intensity measured in foot-candles by an independent contractor showing compliance and provide such certification to the Code Enforcement Officer.</p> <p>(11) All digital billboards shall have installed an ambient light monitor that will continuously monitor and automatically adjust the brightness of the display based on ambient light conditions. Maximum brightness levels for digital billboards shall not exceed three-tenths (0.3) foot-candles over ambient light levels</p>

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	<p>Association, April 2011. Certification that the sign has been preset to automatically adjust the brightness to this level or lower must be provided to the Code Enforcement Officer.</p> <p>(12) LED billboards shall meet the same installation and permitting requirements and inspections as adopted for electrified signs and all other signs.</p> <p>(13) The owner of said LED billboard sign shall coordinate with the City of Hapeville in displaying, when appropriate, emergency information important to the travelling public including, but not limited to, Amber Alerts or alerts concerning terrorist attacks or natural disasters. Emergency information messages shall remain in the advertising rotation according to the protocols of the agency that issues such information.</p> <p>(14) The owner of said LED billboard sign shall provide contact information to the Code Enforcement Officer for a person who is available at any time and who is capable of turning off the electronic sign promptly following a malfunction.</p> <p>(15) At any time more than five percent of the LED display lights on an LED billboard malfunction or are no longer working, the</p>	<p>measured as prescribed in a “Recommended Night-time Brightness Levels for On-Premise Electronic Message Centers (EMC’s)” published by the International Sign Association, April 2011. Certification that the sign has been preset to automatically adjust the brightness to this level or lower must be provided to the Code Enforcement Officer.</p> <p>(12) LED Digital billboards shall meet the same installation and permitting requirements and inspections as adopted for electrified signs and all other signs.</p> <p>(13) The owner or permittee of a digital- of- said LED billboard sign or permittee of a digital- shall coordinate with the City of Hapeville in displaying, when appropriate, emergency information important to the travelling public including, but not limited to, Amber Alerts or alerts concerning terrorist attacks or natural disasters. Emergency information messages shall remain in the advertising rotation according to the protocols of the agency that issues such information.</p> <p>(14) The owner or permittee of said LED- a or permittee of said LED- a digital billboard sign shall provide contact information to the Code Enforcement Officer for an person individual who is available at any time and who is capable of turning off the electronic said Sign promptly following a</p>

Issue/Provision	Current Hapeville Code	Proposed Code Revision
	<p>owner of the LED billboard shall repair the sign within 60 calendar days or the billboard will be subject to removal.</p> <p>(16) In the event the Code Enforcement Officer finds that the LED billboard causes glare or otherwise impairs the vision of a motorist, the owner of the sign shall reduce the intensity of the sign to a level acceptable to the City within 24 hours of receipt of written notice by the Code Enforcement Officer.</p> <p>(17) Each sign must comply with all Georgia Department of Transportation rules and regulations applicable to electronic changeable message signs where not in conflict with this section.</p>	<p>malfunction.</p> <p>(15) At any time more than five percent of the LED display lights on an LED digital billboard malfunction or are no longer working, the owner or of the LED billboard permittee shall repair the said Sign within 60 calendar days or the billboard Sign will be subject to removal.</p> <p>(16) In the event the Code Enforcement Officer finds that the LED a digital billboard causes glare or otherwise impairs the vision of a motorist, or otherwise poses a traffic safety hazard to motorists or pedestrians, the owner of the Sign shall reduce the intensity of the lighting on such Sign to a level acceptable to the City within 24 hours of receipt of written notice by the Code Enforcement Officer.</p> <p>(17) Each sign digital billboard must comply with all Georgia Department of Transportation rules and regulations applicable to electronic changeable message signs where not in conflict with this section.</p>
<p>Current: Chapter 93. –Zoning, Article 3.3 – Signs and Murals, DIVISION 1 – Signs, Section 93- 3.3-20. Special</p>	<p>(a) Applicability. All lots, buildings, structures or property shall be regulated under the requirements of this Article.</p> <p>(b) Placement. All signs must be placed on a lot as defined in other sections of the zoning ordinance and the subdivision regulations. No sign may be placed on any lot where such</p>	<p>(a) Applicability. All lots, buildings, structures or property shall be regulated under the requirements of this Article division.</p> <p>(b) Placement. All Signs must be placed on a lot as defined in other sections of the zoning ordinance and the subdivision regulations. No Sign may be placed on any lot where such lot does not meet</p>

Issue/Provision	Current Hapeville Code	Proposed Code Revision
<p>requirements for all signs.</p> <p>Proposed: Same</p> <p><i>Note: a variation of deleted subsections (c), (e), and (i) are contained in proposed Section 93-3.3-10.</i></p>	<p>lot does not meet the minimum requirements of the zoning ordinance and subdivision regulations. No sign may be placed on any lot that has road frontage only on an interstate or intrastate highway.</p> <p>(c) Obstruction to doors, windows, or fire escapes. No sign shall be erected, relocated, or maintained to prevent free access from, any door, window, or fire escape; nor shall any sign be attached to any standpipe or fire escape.</p> <p>(d) Covering architectural elements. No placement of any sign shall cover or conceal architectural fenestrations, adornments, details, doors or windows unless the Design Review Committee determines that the placement of such sign cannot be more appropriately located and that the placement of such sign will not adversely affect access to the building, cause unnecessary glare into the building or adversely impact the historic character or architectural theme of the building.</p> <p>(e) Sign not to constitute traffic hazard. No sign regulated by this division shall be installed at the intersection of any streets in a manner that obstructs the free and clear vision of motorists; or placed at any location that, due to the position, shape, or color, may interfere</p>	<p>the minimum requirements of the zoning ordinance and subdivision regulations. No Sign may be placed on any lot that has road frontage only on an interstate or intrastate highway.</p> <p>(c) Obstruction to doors, windows, or fire escapes. No sign shall be erected, relocated, or maintained to prevent free access from, any door, window, or fire escape; nor shall any sign be attached to any standpipe or fire escape. - Covering architectural elements. No placement of any Sign shall cover or conceal architectural fenestrations, adornments, details, doors or windows unless the Design Review Committee determines that the placement of such Sign cannot be more appropriately located and that the placement of such Sign will not adversely affect access to the building, cause unnecessary glare into the building or adversely impact the historic character or architectural theme of the building.</p> <p>(d) Sign not to constitute traffic hazard. No sign regulated by this division shall be installed at the intersection of any streets in a manner that obstructs the free and clear vision of motorists; or placed at any location that, due to the position, shape, or color, may interfere with, obstruct the view of, or be confused with any authorized traffic sign, signal, or device. No such sign shall use the terms "STOP," "DANGER," or any other word, phrase, symbol, or character in such</p>

Issue/Provision	Current Hapeville Code	Proposed Code Revision
	<p>with, obstruct the view of, or be confused with any authorized traffic sign, signal, or device. No such sign shall use the terms "STOP," "DANGER," or any other word, phrase, symbol, or character in such manner as to interfere with, mislead, or confuse motorists or pedestrians.</p> <p>(f) Posting on trees, poles, etc. No sign shall be allowed to be tacked, painted, posted, marked, or otherwise affixed on trees, utility poles, or other similar structures, or on rocks, the ground itself, or other natural features.</p> <p>(g) No posting on supports. No message or advertisement may be displayed on any portion of the structural supports of any sign.</p> <p>(h) Special situations; buildings of three stories or more. Those developments having buildings of three or more stories may be permitted one wall sign on the primary and secondary building or tenant facade not to exceed 50 percent of the width of the building or tenant facade and not exceeding an area of one (1) square foot for each horizontal linear foot of building or tenant facade. Such wall signs shall be limited to the ground floor wall, only. A single wall sign intended to accommodate an “anchor tenant” may be installed on each facade of the highest floor, subject to a maximum width of</p>	<p>manner as to interfere with, mislead, or confuse motorists or pedestrians. Posting on trees, poles, etc. No sign shall be allowed to be tacked, painted, posted, marked, or otherwise affixed on trees, utility poles, or other similar structures, or on rocks, the ground itself, or other natural features.</p> <p>(e) No posting on supports. No message or advertisement may be displayed on any portion of the structural supports of any sign.</p> <p>(f) Special situations; buildings of three stories or more. Those developments having buildings of three or more stories may be permitted one wall sign on the primary and secondary building or tenant facade not to exceed 50 percent of the width of the building or tenant facade and not exceeding an area of one (1) square foot for each horizontal linear foot of building or tenant facade. Such wall signs shall be limited to the ground floor wall, only. A single Wall Sign intended to accommodate an “anchor tenant” may be installed on each facade of the highest floor, subject to a maximum width of 20 twenty percent of the building facade and a maximum area of 10 percent of the exterior wall area of that floor; the Sign Area and width allowances for such anchor tenant Wall Signs apply to each individual building facade and are not cumulative.</p>

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	<p>20 twenty percent of the building facade and a maximum area of 10 percent of the exterior wall area of that floor. Sign area and width allowances for anchor tenant wall signs apply to each individual building facade and are not cumulative.</p> <p>(i) Imitation of official signs prohibited. No sign shall be erected which simulates an official traffic control, warning signal or public service signal.</p>	<p>(i) Imitation of official signs prohibited. No sign shall be erected which simulates an official traffic control, warning signal or public service signal.</p>
<p>Current: Chapter 93. –Zoning, Article 3.3 – Signs and Murals, DIVISION 1 – Signs, Section 93-3.3-23. Variance for signs in this division.</p> <p>Proposed: Chapter 93. –Zoning, Article 3.3 – Signs and Murals, DIVISION 1 – Signs, Section 93-3.3-22. Variance for signs in this</p>	<p>Members of the Board of Appeals shall judge applications for sign variance based on the following criteria:</p> <ol style="list-style-type: none"> (1) All signs and structures within the business development are in conformance with this division; and (2) The variance, if granted, would not cause substantial detriment to other property owners or tenants, or to the public good, nor would it impair the purpose and intent of this division; and <ol style="list-style-type: none"> a. The Board of Appeals may consider factors such as the size of the buildings constructed on the subject lot, the potential to subdivide the lot, and the number of different tenants occupying the buildings. b. Financial loss to the appellant is not 	<p>Members ofIn any appeal brought under Section 93-3.3-4, the Board of Appeals shall judge a request for a variance from the terms of this division applications for sign variance based on the following criteria:</p> <ol style="list-style-type: none"> (1) All signs and structures within the business development are in conformance with this division; and (2) The variance, if granted, would not cause substantial detriment to other property owners or tenants, or to the public good, nor would it impair the purpose and intent of this division; and <ol style="list-style-type: none"> c. The Board of Appeals may consider factors such as the size of the buildings constructed on the subject lot, the potential to subdivide the lot, and the number of different tenants occupying the buildings.

Issue/Provision	Current Hapeville Code	Proposed Code Revision
<p>division.</p>	<p>sufficient grounds by itself to justify a variance.</p> <ul style="list-style-type: none"> e. Peculiar conditions or circumstances that are the result of actions of the current or former owner of the property covered by the application cannot be considered as grounds to justify a variance. f. The authority to erect and maintain additional signs as may be permitted under any such variance shall terminate upon the subdivision of the lot for which such variance was granted. 	<ul style="list-style-type: none"> d. Financial loss to the appellant is not sufficient grounds by itself to justify a variance. g. Peculiar conditions or circumstances that are the result of actions of the current or former owner of the property covered by the application cannot be considered as grounds to justify a variance. h. The authority to erect and maintain additional signs as may be permitted under any such variance shall terminate upon the subdivision of the lot for which such variance was granted.
<p>Current: Chapter 93. –Zoning, Article 3.3 – Signs and Murals, DIVISION 1 – Signs, Section 93- 3.3-24. Unsafe or unlawful signs.</p> <p>Proposed: Chapter 93. –Zoning, Article 3.3 – Signs and Murals, DIVISION 1 –</p>		

Issue/Provision	Current Hapeville Code	Proposed Code Revision
<p>Signs, Section 93-3.3-23. Unsafe or unlawful signs.</p> <p><i>Note: No substantive change in the text of the proposed section; the section is only renumbered.</i></p>		
<p>Current: Chapter 93. –Zoning, Article 3.3 – Signs and Murals, DIVISION 1 – Signs, Section 93-3.3-25. Penalties.</p> <p>Proposed: Chapter 93. –Zoning, Article 3.3 – Signs and Murals, DIVISION 1 – Signs, Section 93-3.3-24. Penalties.</p> <p><i>Note: No substantive change</i></p>		

Issue/Provision	Current Hapeville Code	Proposed Code Revision
<p><i>in the text of the proposed section; the section is only renumbered.</i></p>		
<p>Current: None</p> <p>Proposed: Chapter 93. –Zoning, Article 3.3 – Signs and Murals, DIVISION 1 – Signs, Section 93-3.3-25. Substitution.</p>		<p>The owner or the permittee of any sign which is otherwise allowed by this article may substitute non-commercial speech in lieu of any other commercial or non-commercial speech. This substitution of copy may be made without any additional approval or permitting. The purpose of this provision is to prevent any inadvertent favoring of commercial speech over non-commercial speech, or favoring of any particular non-commercial speech over any other non-commercial speech. This provision prevails over any more specific provision in this article to the contrary.</p>
<p>Current: Chapter 93. –Zoning, Article 3.3 – Signs and Murals, DIVISION 1 – Signs, Section 93-3.3-26. Severability.</p> <p>Proposed: Same</p>	<p>It is hereby declared the intention of Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this division are or were, upon their enactment, believed by Mayor and Council to be fully valid, enforceable and constitutional.</p> <p>It is hereby declared the intention of Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this division is severable from every other section, paragraph, sentence, clause or phrase</p>	<p>It is hereby declared the intention of Mayor and Council that all parts, sections, subsection, paragraphs, sentences, clauses, and phrases, terms and words of this division are or were, upon their enactment, believed by Mayor and Council to be fully valid, enforceable and constitutional.</p> <p>It is hereby declared the intention of Mayor and Council that, to the greatest extent allowed by law, each and every part, section, subsection, paragraph, sentence, clause or phrase, term and word of this division is severable from every other part, section, subsection,</p>

Issue/Provision	Current Hapeville Code	Proposed Code Revision
	<p>of this division. It is hereby further declared the intention of Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this division is mutually dependent on any other section, paragraph, sentence, clause or phrase of this division.</p> <p>In the event that any phrase, clause, sentence, paragraph or section of this division shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the division and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the division shall remain valid, constitutional, enforceable, and of full force and effect.</p>	<p>paragraph, sentence, clause, or phrase, term and word of this division. It is hereby further declared the intention of Mayor and Council that, to the greatest extent allowed by law, no part, section, subsection, paragraph, sentence, clause, or phrase, term, or word of this division is mutually dependent on any other part, section, subsection, paragraph, sentence, clause, or phrase, term or word of this division.</p> <p>In the event that any word, term, phrase, clause, sentence, paragraph, subsection, or section or part of this division shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining words, terms, phrases, clauses, sentences, paragraphs, or subsections, sections or parts of the division and that, to the greatest extent allowed by law, all remaining words, terms, phrases, clauses, sentences, paragraphs, subsections, and sections and parts of the division shall remain valid, constitutional, enforceable, and of full force and effect.</p>

STATE OF GEORGIA

CITY OF HAPEVILLE

ORDINANCE NO.

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF HAPEVILLE, BY AMENDING ARTICLE 3.3 (SIGNS AND MURALS) OF CHAPTER 93 (ZONING) IN ITS ENTIRETY; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the duly elected governing authority of the City of Hapeville, Georgia (the “City”) is the Mayor and Council thereof; and

WHEREAS, the City has the power to regulate the display of outdoor signage within its limits pursuant to its exclusive zoning and planning authority granted by the 1983 Constitution of the State of Georgia, including but not limited to Article IX, Section II, Paragraph IV and Article IX, Section II, Paragraph III; the authority granted by the General Assembly of the State of Georgia, including but limited to O.C.G.A. § 36-70-3; the authority granted under the Charter of the City of the Hapeville, including but not limited to Sections 1-102; as well as the general police powers of the City and other authority provided by federal, state, and local laws applicable hereto; and

WHEREAS, the City previously exercised such power, having adopted a comprehensive code governing the manner in which people may display outdoor signs and murals that presently is codified in Article 3.3 of Chapter 93 of its Code of Ordinances; and

WHEREAS, the United States Supreme Court’s recent opinion in *Reed v. Town of Gilbert, Arizona*, 135 S.Ct. 2218 (2015), clarified the meaning of content neutrality as a central

requirement of the First Amendment’s protection of free speech with respect to the regulation of certain types of signs; and

WHEREAS, the *Gilbert* Court reaffirmed that ordinances which regulate certain signs by category according to the type of information conveyed are content-based and subject to strict scrutiny analysis, the most exacting form of judicial review and one that is exceptionally hard to satisfy; and

WHEREAS, the *Gilbert* opinion also makes clear that regulations which apply to all signs and use content-neutral standards, such as size, material composition, lighting, moving parts, and portability, would not be subject to strict scrutiny review under the First Amendment and, therefore, would likely to be upheld if challenged; and

WHEREAS, the City desires to revise its sign and mural regulations in light of the *Gilbert* opinion by amending the provisions in Article 3.3 (Signs and Murals) in Chapter 93 (Zoning) of the Code of Ordinances; and

WHEREAS, the public health, safety, and general welfare of the citizens of the City will be positively impacted by the adoption of this Ordinance.

NOW THEREFORE, BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HAPEVILLE, and by the authority thereof:

Section 1. The Code of Ordinances of the City of Hapeville, Georgia is hereby amended by repealing the provisions of Article 3.3 (Signs and Murals) in Chapter 93 (Zoning) in their entirety and inserting in lieu thereof the provisions set forth in Exhibit “A”, which is attached hereto and made a part hereof by reference.

Section 2. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 3. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

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

Section 4. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 5. This Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City.

Section 6. The effective date of this Ordinance shall be the date of adoption unless otherwise specified herein.

ORDAINED this _____ day of _____, 2016.

CITY OF HAPEVILLE, GEORGIA

Alan Hallman, Mayor

ATTEST:

Jennifer Elkins, City Clerk

APPROVED AS TO FORM:

Steven M. Fincher, City Attorney

EXHIBIT A

[See Attached]

Chapter 93 - Zoning

Article 3.3 – Signs and Murals.

DIVISION 1 – Signs

Section 93-3.3-1. Statement of purpose and intent.

- (a) This division seeks to create the legal framework necessary to ensure a comprehensive and balanced system of signs within the city. A comprehensive regulation is necessary to ensure that signs installed in Hapeville are compatible with the unique nature and character of the community. The purpose of this division is to preserve the right of free speech and expression, facilitate appropriate communication between people and their environment, promote the public health, safety and welfare, and avoid the visual clutter that is potentially harmful to traffic and pedestrian safety, property values, business opportunities, and community appearance.

With these concepts in mind, the provisions in this division, which regulate signs by such factors as design, size, height, spacing and location, but not on the basis of any message conveyed by such signs, and also regulate the maintenance of signs, are hereby established to achieve the following purposes:

- (1) To protect the health, safety, general welfare and property values of residents and property owners of the city.
- (2) To promote and implement the goals, objectives and policies adopted in the comprehensive plan.
- (3) To effectively balance public and private objectives by allowing adequate signs for the needs of business and developers.
- (4) To regulate the installation and placement of signs in order to provide safe operating conditions for pedestrians and motorists by eliminating unsafe, cluttered, distracting, or illegal signs.
- (5) To promote the use of signs that are aesthetically pleasing, of appropriate scale, integrated with surrounding buildings and landscape, and compatible with the character of the surrounding area.
- (6) To ensure the protection of free speech rights provided by the United States Constitution and the Georgia Constitution.

(b) It is the intent of this division to:

- (1) Enable the public to locate and design sign facilities without difficulty or confusion.
- (2) Provide functional flexibility, encourage variety and relate signing to basic principles of good design.

- (3) Balance the rights of individuals to convey messages through signs and the right of the public to be protected against the unrestricted proliferation of signs by regulating signs on the basis of such factors as design, height, spacing, and location, but not on the basis of the content of any message conveyed thereby.
- (4) Provide an enhanced visual environment for residents and visitors and protect existing view sheds in the community.
- (5) Promote economic development.
- (6) Ensure the fair and consistent enforcement of sign regulations.

Section 93-3.3-2. Definitions.

For the purposes of this Article, the following definitions shall have the meanings ascribed to them in this section, unless specifically stated otherwise:

Aerial view sign. This includes, but is not limited to, any sign horizontally affixed to a roof or attached to a roof such that the sign is not readily viewable from the surrounding ground.

Aggregate sign area. The total area of all signs on a lot. Entrance signs and subdivision signs shall not be considered in the calculation of aggregate sign area in the R-0, R-SF, R-1, R-2, R-3, R-4, R-AD, C-R and V Zones, or in the U-V Zone when a lot is developed for residential use. Street numbers assigned by the United States Postal Service shall not be considered in calculating the aggregate sign area. See definition of "Sign area."

Animated Sign. A sign that features movement or a change of lighting to depict action or to create a special effect or scene. This includes signs that rotate or revolve to display a message.

Awning sign. Any sign applied directly to or attached directly to an awning.

Billboard sign. Any ground sign having an area of 300 square feet or greater. Billboards may display a traditional static image, a "multiple message sign" accomplished by a mechanical transition to a second or third image or a "large screen video display" utilizing full motion video technology and commonly referred to as digital or LED billboards.

Canopy Sign. See Awning Sign.

Changeable copy sign. Any sign that incorporates changing lettering or images to form a message or messages, whether such changes are accomplished electronically or manually.

Decision date. The date upon which the City Planner makes a final decision on the approval or denial of a building permit application.

Entrance sign. Any ground sign placed at the intersection of a public street and a private entryway into a neighborhood or subdivision, apartment community, condominium complex, office park, industrial park or other building with multiple dwelling units or commercial units.

Erect. To build, paint, construct, attach, hang, place, suspend, or affix.

Externally illuminated signs. Any sign illuminated by an external light source directed primarily toward such sign.

Feather flag sign. A temporary banner sign installed on a single post and manufactured of lightweight material designed to move with the wind.

Festoon. A decorative chain, strip or ornamentation hanging between two points.

Flag. A sign consisting of fabric or other similar material attached at one end to a pole or building and hanging freely such that it may flutter or move in the wind.

Flashing sign. Any sign the illumination of which changes in intensity, scrolls, flashes or changes message or appearance more often than once every 10 seconds.

Ground sign. Any sign supported by uprights or braces permanently placed in the ground and not supported by or suspended from any building.

Handheld signs. Any sign larger than six inches by six inches carried by a person including but not limited to picket signs, shields or sandwich boards.

Internally illuminated signs. Any sign which has characters, letters, figures, designs or outlines illuminated by electric lights, LEDs or luminous tubes located within the interior of the sign.

Median. A paved or planted strip dividing any public or private right-of-way, road or highway into lanes parallel to the direction of travel.

Monument Sign. A Ground Sign mounted directly upon the ground and not raised by vertical braces or supports.

Noncombustible material. Any material that will not ignite at or below a temperature of 1,200 degrees Fahrenheit and will not continue to burn or glow at that temperature.

Nonconforming Sign. Any sign that does not conform to the provisions of this Article at the date of adoption.

Person. Any individual, entity, firm, partnership, association, corporation, company or organization of any kind.

Primary facade. The exterior wall of the building most nearly parallel to widest street on which the building fronts.

Projecting sign. Any sign which is perpendicular to a building or other structure and extends more than 12 inches horizontally from the plane of the building wall.

Road frontage. The distance measured in linear feet of a lot that abuts any public street.

Roofline. The highest continuous horizontal line of a roof. On a sloping roof, the roofline is the principal ridgeline, or the highest line common to one or more principal slopes of roof. On a flat roof, the roofline is the highest continuous line of the roof or parapet, whichever is the higher.

Roof Sign. Any sign attached to a building or structure and displayed above the lowest horizontal line of the building roof.

Sandwich Board Sign. A movable A-frame sign not secured or attached to the ground or surface on which it is located.

Secondary facade. Any exterior wall of a building that is most nearly parallel to an adjoining street that is not the primary facade. A secondary facade may also be to the rear of the primary facade and may adjoin a parking lot rather than a street. The end elevation of a building shall also be considered a secondary facade.

Sign. Every device, item, product, frame, letter, figure, character, mark, plane, point, design, picture, stroke, stripe, trademark, or reading matter used or intended to be used to attract the attention of or convey information to the general public. For purposes of determining number of signs, a single display surface or a single display device containing elements organized, related and composed to form a unit shall be considered a single sign. Where information is displayed in a random manner without an organized relationship to other elements, or where there is reasonable doubt as to the relationship of elements, each element shall be considered a single sign.

Sign Area. The total area on which a message is displayed on any sign. For double-faced signs, the side with the largest sign area shall be used in computing sign area. The sign area of a double-faced sign having unequal faces shall be the area of the larger face. The sign area of wall signs shall be the net geometric area measured by the smallest possible rectangle or combination of rectangles enclosing the display surface of the sign, including the outer extremities of all letters, characters and delineations. Double-faced signs having an interior angle formed by the faces greater than 45 degrees shall be considered individual sign faces and the area of each face shall be used in computing sign area. Window sign area shall be measured in the same manner as wall signs.

Sign District. A portion of the city believed to share a common character and identified on the City of Hapeville "Sign District Map," Figure 1.1. Sign districts or character areas establish sign standards for properties located in these districts. See section 93-3.3-2-01.

Sign Face. The part or parts of a Sign that is/are used or can be used to convey information visually.

Sign structure. All members of a sign (including braces, posts and supports) except the sign face itself.

Stake Sign. Any Temporary Sign supported by uprights placed in the ground and not supported by or suspended from any building with a maximum sign area of three (3) square feet.

Storefront. The primary facade of a commercial building or a single, undivided tenant space that may be located in a multi-tenant commercial building.

Structural change or repair. Any reinforcement, replacement, bolstering, augmenting or substitution of a support element of a sign structure, including but not limited to alteration or replacement of the foundation, support structures, columns or beams, sign frame or sign head for any purpose other than to render the sign structure safe.

Structural trim. The molding, battens, cappings, nailing strips, latticing, and platforms which are attached to a sign structure, but which do not contribute to the conveying of a message.
Subdivision sign. Any sign placed at the intersection of two public roads, or at the intersection of a public and private road, where one of the roads is the main thoroughfare accessing a commercial or residential subdivision.

Submission date. The date stamped on a sign application indicating the date the application was actually received in the Community Services Department.

Temporary Sign. Any sign or device which is not permanently attached to the ground or other permanent structure, which is designed to be mobile or is designed to remain in place for a limited time. This includes, but is not limited to, signs designed to be transported regularly from one location to another, signs designed with wheels, regardless of whether the wheels remain attached to the sign, or signs tethered to an existing structure. Banners are considered Temporary Signs.

Wall Sign. Any Sign which is attached parallel to or painted on an exterior building wall.

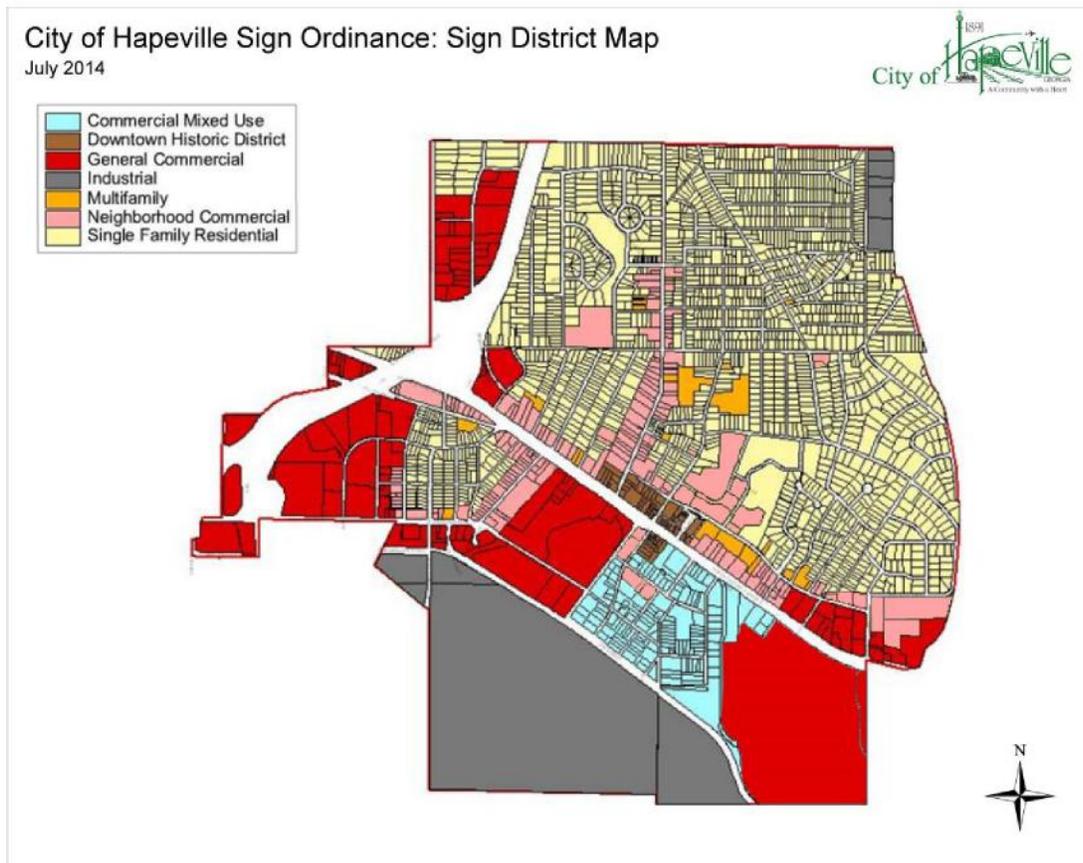
Weekend Sign. A Temporary Sign that is not illuminated, internally or externally, and is erected between the time frame spanning 5:00 p.m. on any Friday and 8:00 a.m. on the subsequent Monday.

Window sign. Any sign displayed to an outside observer on or through a window or covering a window clearly visible from the right-of-way. Any sign that conveys a message at a scale as to font size or graphics or the use of such components as neon or LED lighting clearly intended to advertise to pedestrians or motorists in the right-of-way, despite the location in a store, shall be considered window signs. Window sign shall include signs posted on or otherwise affixed to a glass door.

Zoning district. The classification of parcels of land as defined under the City of Hapeville Zoning Ordinance.

Section 93-3.3-2-01

Figure 1.1 Sign District Map



Section 93-3.3-3. Permit Required.

Except where specifically excluded by a provision in this division, it shall be unlawful for any Person to place, erect, repair, alter, relocate, change, modify or maintain any Sign or any Sign Face without first obtaining a permit from the City Planner in the manner set forth in this chapter and otherwise complying with the terms herein.

Section 93-3.3-4. Permit application submission, requirements, decision, and appeal.

- (a) Submission of sign permit applications. Sign permit applications must be delivered to the Department of Community Services. All permit applications must be stamped by Planning and Zoning Department personnel indicating the Submission Date.
- (b) An application for a permit to erect a Sign shall be made on a form or forms provided by the Community Services Department and shall contain the following information:
 - (1) Name, mailing address, email address, if any, and phone number of the property owner and the applicant;
 - (2) Address of building, structure or lot on which the Sign is to be attached or erected;
 - (3) Position of the Sign in relation to nearby buildings or structures, property lines and other Signs located on the lot;
 - (4) Three sets of accurately scaled drawings of the plans, contents, specifications, and method of construction and attachment to the building or the ground for the Sign as well as a scaled drawing of the site showing drives, structures and any other limiting site features;
 - (5) Name of Person erecting the Sign;
 - (6) Written consent of the property owner, or the property owner's agent, granting permission for the placement of the Sign on the property and permission to enter the property to maintain said Sign;
 - (7) A written list describing all other signs located on the lot indicating the sign type, size, height and placement;
 - (8) Complete calculations establishing the size and area of the Sign; and
 - (9) Such other information as the Community Services Department or the City Planner shall require to demonstrate full compliance with this and all other ordinances of the City.
- (c) Approval of the Community Services Department. The Community Services Department shall review all sign applications that require a permit for compliance with the building codes and indicate such compliance in a written report attached to the application. After completing any such report, the Community Services Department shall forward the application, including any other documents submitted by the applicant, and the report to the City Planner.
- (d) Decision of the City Planner.
 - (1) Provided that the application is complete, all permit fees have been paid, and the proposed Sign and the lot on which the Sign is to be placed are in compliance with all requirements of this division and all other ordinances and laws of the City, the City Planner shall render a determination and shall inform the applicant of his or her decision within 45 calendar days of the Submission Date. The City Planner shall give notice to the applicant of his or her decision on such application by hand delivery or by mailing such notice, by certified mail, return receipt requested, to the address on the permit application on or before the 45th day.

- a. Upon the expiration of the 45-day period without a decision being made on the application, the applicant shall be permitted to erect and maintain the sign under this statutory provision unless and until the City Planner notifies the applicant of a denial of the application and states the reasons for the denial. No Person erecting a sign under this provision shall acquire any vested rights to continued maintenance of such signs, and following a subsequent denial of a sign application by the City Planner, the sign must be brought into compliance with this division.
 - (2) The City Planner shall reject any application that is incomplete or contains false material information or omissions within 45 calendar days of the Submission Date. Applications subsequently submitted in conformity with this section shall be deemed to have been submitted on the date of resubmission rather than the original Submission Date.
 - (3) If the City Planner determines that a previously issued sign permit was issued pursuant to an application that contained false material information or omissions, he or she shall promptly revoke such permit and the Sign shall be immediately removed.
- (e) Appeal. An applicant who is dissatisfied by a decision of the City Planner on the application for a sign permit has the right to appeal that decision. Any such appeal shall occur under the following procedures:
- (1) The applicant shall deliver a written notice of appeal to the City Planner within fourteen (14) calendar days of his or her receipt of the notice of the decision. In the event that that no appeal is made within the 14-day period, the decision of the City Planner shall become final. In the event that an appeal is filed, the City Planner shall promptly transmit to the Board of Appeals all documents constituting the record upon which the decision appealed from was made.
 - (2) The Board of Appeals shall (a) hold a hearing on any timely filed appeal no more than thirty (30) days after the notice of appeal was received; and (b) make its final determination of the appeal not more than thirty (30) days after the date of such hearing. The review by the Board of Appeals shall be limited to a determination of whether or not the decision of the City Planner was clearly erroneous.
 - (3) Any appeal of the decision of the Board of Appeals shall be taken to the Superior Court of Fulton County by a petition for a writ of certiorari.

Section 93-3.3-5. Permit Expiration date.

If work authorized under a permit has not been completed to the satisfaction of the Code Enforcement Officer using common industry standards within six (6) months after the date of issuance, the permit shall become null and void.

Section 93-3.3-6. Permit Fees.

Each application for a sign permit must be accompanied by a payment for the permit fee. The fee for a sign permit shall be as established by Mayor and Council from time to time. A copy of the fee schedule shall be available electronically on the City website or as hard copy in the Community Services Department.

Section 93-3.3-7. Identification labels.

- (a) Every Sign placed, constructed, erected or maintained for which a permit is required by this division, shall be plainly marked with the permit number issued for the structure firmly affixed on the Sign in such a manner that the permit number shall be readily accessible and durable.
- (b) Displaying a permit that has been tampered with, altered or mutilated, or displaying a Sign without a permit, shall be a misdemeanor offense punishable in municipal court as set out in section 93-3.3-25.

Section 93-3.3-8. Nonconforming signs.

- (a) The City finds that Nonconforming Signs may adversely affect the public health, safety and welfare. Such signs may adversely affect the aesthetic character of the city and may adversely affect public safety due to the visual impact and structural characteristics of such signs on motorists. Accordingly, the following registration requirements are found to be necessary to minimize these possible adverse effects through annual inspections essential to enabling the City to remain aware of the location and maintenance of nonconforming signs.
- (b) The owner(s) or authorized agent(s) of each Nonconforming Sign located within the city shall register such Nonconforming Sign with the City Planner no later than six months after the effective date of this division and shall thereafter renew this registration, annually. Any Nonconforming Sign that does not comply with these registration requirements shall be deemed an illegal Sign and shall be subject to the regulations applicable to illegal signs and all other enforcement provisions. The City Planner shall provide a form for registering a Nonconforming Sign and shall annually inspect such Sign to ensure continued conformity in all other respects with all other provisions of this division and any other applicable City ordinances or regulations. The initial registration fee shall be \$50.00. Each subsequent renewal fee shall be \$25.00. These fees are intended to offset administrative costs associated with monitoring compliance with this division.
- (c) Signs which on the effective date of this division were approved and legally erected under previous sign regulations and which became nonconforming with respect to the requirements of this division may continue in existence subject to the following restrictions:
 - (1) No change shall be made in the size of any Nonconforming Sign, nor shall any structural change be made to any such Sign, unless the Sign is brought into compliance with the provisions of this division.

- (2) Any Nonconforming Sign declared to be unsafe by the Code Enforcement Officer shall be removed or rendered safe and brought into compliance with the provisions of this division.
 - (3) No Nonconforming Sign damaged by fire or other causes to the extent of more than 50 percent of its assessed value shall be repaired or rebuilt except in compliance with this division. Repair work shall take place within six (6) months of the incident that caused the damage.
 - (4) Any Sign erected on public property or in a public right-of-way in violation of this division may be removed by duly authorized employees of the City and the responsible party may be cited for such violation.
- (d) A Nonconforming Sign shall not be replaced by another Nonconforming Sign, except the substitution or interchange of poster panels or dismountable material on nonconforming signs shall be permitted, provided such materials do not constitute structural elements.
- (1) Minor repairs and maintenance of Nonconforming Signs shall be permitted. However, no structural repair or change in the size, shape or height of a Nonconforming Sign shall be permitted except to bring the Sign into compliance with the requirements of this division.
 - (2) A nonconforming Sign which meets all requirements of the City Code when erected may remain in place until one of the following conditions occurs:
 - a. The deterioration of the Sign or damage to the Sign renders the Sign a hazard; or
 - b. The Sign has been damaged to such extent that structural repairs are required to restore the Sign. A structural repairs are any repair necessary to maintain the stability and structural integrity of the Sign and are not merely aesthetic in nature.
 - (3) No structural repair, change in shape, size, height or design of a Nonconforming Sign shall be permitted except to render such Sign in compliance with all requirements of this division.

Section 93-3.3-9. Applicability.

The provisions of this division shall apply to all Signs erected within the corporate limits of the City of Hapeville.

Section 93-3.3-10. Prohibited signs.

The following signs are prohibited:

- (1) Any sign that due to its color, shape, size, height, lighting, location, position and/or design appears to be in imitation of, or may be considered by motorists and pedestrians, to be an official traffic control Sign or signal.
- (2) Signs attached to telephone, electrical power or light poles.

- (3) Roof Signs.
- (4) Sandwich Board Signs located in any residential zoning district.
- (5) A Vehicle Sign with a total Sign Area in excess of ten square feet, where the vehicle upon which the Sign is painted, drawn or otherwise affixed meets the following:
 - a. Any part of the vehicle is parked for more than three consecutive hours within 100 feet of any public right-of-way;
 - b. The vehicle is visible from any public right-of-way;
 - c. The vehicle is not being actively loaded or unloaded;
 - d. If parked on a non-residential lot, the vehicle is not being used for the purpose of providing transportation for the owners, employees, inventory, merchandise, supplies or materials concerning a business operating on the lot; and
 - e. There are other available and accessible locations on or about the lot where the vehicle can be parked, which are not within 100 feet of any public right-of-way and visible from such.
- (6) Animated Signs involving motion or sound.
- (7) Flashing, blinking, or varying light intensity signs, with the exception of Changeable Copy Signs that meet the requirements of section 93-3.3-18.
- (8) Streamers or searchlights.
- (9) Inflatable Signs or Festoons.
- (10) Feather Flag Signs.
- (11) Building, window and door lighting having an intensity greater than 0.3 foot-candles measured as prescribed in a "Recommended Night-time Brightness Levels for On-Premises Electronic Message Centers (EMC's)" document published by the International Sign Association, April 2011.
- (12) Any Sign that impedes the view of an official traffic control Sign or signal.
- (13) Any Sign that obstructs the sight of motorists or pedestrians so as to create a traffic safety hazard.
- (14) Any Sign in a public right-of-way or on City property.
- (15) Any Sign that is erected or maintained in such a manner so as to interfere with safe and free ingress and egress of any door, any window, any emergency exit or any fire escape. In addition, no Sign shall be attached or otherwise affixed to any standpipe, any emergency exit, or any fire escape.

Section 93-3.3-11. Signs requiring a special use permit.

The following signs require a special use permit. These signs must be historic in nature and must not include sound, flashing or blinking lights or lights of varying intensity.

- (a) An Animated Sign that rotates.

Section 93-3.3-12. Temporary signs.

- (a) Temporary Signs shall be limited to a maximum of two (2) Signs allowed twice per year for a period not to exceed 30 consecutive days.
- (b) Temporary Signs shall not exceed 32 square feet in Sign Area.
- (c) Free standing Temporary Signs shall not exceed four feet in height.
- (d) Temporary Signs shall not be placed in any public right-of-way.
- (e) All Temporary Signs shall be securely installed and shall meet all applicable safety standards as prescribed by the building code, electrical code and life safety code.
- (f) Prior to issuance of a permit for a Temporary Sign, as prescribed by Section 93-3.3-4, the applicant must demonstrate that such Sign will not adversely affect public health, safety, welfare or aesthetics of the community or create a safety hazard to motorists or pedestrians.
- (g) The Code Enforcement Officer may give written notice to the owner of any Temporary Sign erected or maintained in violation of this division or any other City ordinances or laws and to the owner of the property or premises on which the sign is located. Such notice may require that the Sign be removed within three (3) calendar days. The Code Enforcement Officer may cause removal of any such sign and impose the cost of removal as a lien on the property.
- (h) No fee shall be required for issuance of a permit for two (2) or fewer Temporary Signs in a single calendar year.

Section 93-3.3-13. Exempt signs.

The following Signs are allowed and exempt from the permit regulations contained in this division but, notwithstanding, must comply with all other applicable requirements in this division and the Code:

- 1. A Wall Sign that does not exceeding one (1) square foot in Sign Area.
- 2. Any Sign not visible from a public right-of-way.
- 3. A Handheld Sign that meets the requirements of section 93-3.3-18.
- 4. Each lot is entitled to one Sign that is less than 36 square inches in Sign Area and that must be placed in any of the following locations:
 - (a) On the front of every building, every unit in a multiple unit building, residence or structure;
 - (b) On the side of an authorized United States Postal Service mailbox; or
 - (c) On one post, which measures no more than 48 inches in height when placed and standing in ground and no more than 4 inches in width and which shall not be placed in any public right-of-way.
- 5. A Temporary Sign that is not internally or externally illuminated and meets any of the following criteria:

- (a) For each lot during the period that it is being developed under an active building permit issued by the City, one Sign per each street frontage that is no more than 16 square feet in area, is no more than six feet in height to the top of the Sign component when placed and standing in ground, and is not placed in any public right-of-way. Any Sign erected under this subsection shall be removed within 10 days after the development occurring under the building permit is completed.
 - (b) For each lot during the period in which it is listed for sale or lease, one Sign per each street frontage that is no more than 16 square feet in area, is no more than six feet in height to the top of the Sign component when placed and standing in ground, and is not placed in any public right-of-way. Any Sign erected under this subsection shall be removed within 10 days after the lot has been sold or leased.
 - (c) For a period of 45 days immediately preceding or following a federal, state, Fulton County, or City of Hapeville election or referendum, any lot may, in addition to any other signs authorized by this division, erect a maximum of four Stake Signs. Any Sign erected under this subsection shall be removed one day after the conclusion of the election period, which period shall include the time preceding or following any run-off election.
6. A Weekend Sign that meets all of the following requirements:
- a. A Weekend Sign shall only be erected between the time frame beginning at 5:00 p.m. on any Friday and ending at 8:00 a.m. on the following Monday.
 - b. A Weekend Sign shall be removed no later than 8:00 a.m. on the first Monday after it is erected.
 - c. A lot or dwelling unit shall have no more than three (3) Weekend Signs at any time.
 - d. A Weekend Sign shall not exceed a maximum Sign Area of four (4) square feet.
 - e. No Weekend Sign shall be located on any public right-of-way.
 - f. A Weekend Sign shall only be located on private property for which the property owner, or the property owner's agent, has given prior, written permission for the placement of such Sign.

Any Sign erected under this section shall not be calculated as part of the overall area allowed per lot by another section in this division.

Section 93-3.3-14. Reserved.

Section 93-3.3-15. Maintenance.

- (a) All Signs regulated by this division shall be kept clean, neatly painted, and free from all electrical and mechanical hazards, including, but not limited to, faulty wiring and loose connections. The premises surrounding all Signs shall be maintained by the owner in a sanitary and inoffensive condition, free of weeds, rubbish, and debris. The Code Enforcement Officer may cause any Sign which shows gross neglect, becomes dilapidated, or the ground area around such a sign is not well maintained to be removed after due notice.

(b) The Code Enforcement Officer shall give the permittee or owner of any Sign which shows gross neglect or has become dilapidated or which the ground area around the Sign is not well maintained 10 days written notice to correct the deficiencies or to remove the Sign. Upon the failure of the permittee or the owner to correct the deficiencies or remove the Sign, the Code Enforcement Officer shall have the Sign removed at the expense of the owner.

Section 93-3.3-16. Illumination.

- (a) Internal illumination. The illumination of internally lit signs shall not exceed 20 foot-candles of incandescent light measured at a distance of ten feet from such signs.
- (b) External illumination. Indirectly lit signs shall be lighted so that no light source is positioned in such a manner that creates a hazardous condition for motorists or pedestrians.
- (c) Illuminated signs shall be installed in a manner that prevents spillover on direct light on adjacent properties or public right-of-ways. No illuminated sign shall be installed within 75 feet of any single-family dwelling.

Section 93-3.3-17. Sign standards by sign district.

- (a) Any Sign not specifically allowed in a Sign District under this Section shall be prohibited in that district, except as otherwise provided for under this division. Size, height, setback, quantity and type of sign shall be regulated under Sections 93-3.3-17 and 93-3.3-18 of this division.
- (b) *Single family residential.* Permitted sign types and regulations for signs in the single family residential Sign District in the city:
 - (1) An Entrance Sign located at the entrance of a subdivision.
 - (2) Wall Signs.
 - (3) All Signs shall be setback a minimum of ten (10) feet from any right-of-way and all electrical transmission lines.
 - (4) Except for an Entrance Sign, no Sign shall be illuminated, internally or externally. An Entrance Sign may only be illuminated externally and may only be illuminated from dusk to dawn.
 - (5) Stake Signs are the only type of permitted temporary signs. For regulations regarding temporary signs, see Section 93-3.3.-12.
 - (6) The aggregate Sign Area for any lot shall not exceed 20 square feet, regarding of the construction, placement or type of sign or signs.

Single Family Residential

	Wall Sign	Subdivision Sign	Temporary Sign
Maximum Height		4 feet	3 feet
Maximum Width		8 feet	3 feet
Maximum Area	1 square feet	32 square feet	3 square feet
Maximum Number	1	1	2

(c) *Commercial mixed use.* Master planned developments in this Sign District that are proposed or existing developments that propose a sign package may provide a detailed sign plan to Planning Commission for approval. The Commission shall consider the purpose and intent of this division in determining the appropriateness of the sign package. Permitted sign types and regulations for signs in the commercial mixed use Sign District include:

- (1) Monument Signs.
- (2) Billboards, subject to Section 93-3.3-19. Billboards.
- (3) Projecting Signs, not to exceed a projection of six (6) feet from the face of the building. Signs must provide for eight feet of minimum clear space between the bottom of any Sign and the sidewalk or ground.
- (4) Wall Signs.
- (5) Sandwich Board Signs, which must be removed at the end of each business day and must allow at least five (5) feet of unobstructed passageway. No Sandwich Board Sign shall exceed six (6) square feet in Sign Area.
- (6) Window Signs.
- (7) Temporary Signs, a maximum of two (2) signs per lot per year.
- (8) Entrance Signs.
- (9) Flags.
- (10) All Signs shall be setback a minimum of ten (10) feet from any public right-of-way and any electrical transmission line and shall be setback a minimum of 25 feet from the I-85 and I-75 rights-of-way
- (11) All exterior lighting shall comply with FAA requirements related to aircraft safety, and all exterior lighting shall be maintained in accordance with plans and specifications submitted to and approved by the building official.
- (12) Any Sign to be erected by any owner, any tenant, any lessee, or any sublessee of a unit in a multi-story building shall be detailed in a sign

plan that is submitted to the Planning Commission for approval prior to the erection of such Sign.

- (13) The Sign Area for any lot shall not exceed one (1) square foot for every linear foot of lot frontage, regardless of the construction, placement or type of sign or signs.
- (14) Standards for multi-tenant, multiple phase or multiple parcel developments:
 - a. Where possible, a uniform design scheme of Signs shall be established for the development as a whole and/or for each building in the development and approved by the city.
 - b. Plans for the development shall include detailed descriptions of all Signs, including but not limited to, size, height, location, type, colors and materials to be used, lighting and ownership responsibility.
 - c. Plans for Signs shall undergo the same review and approval process as is required of other aspects of the development.
 - d. All Signs shall be designed, erected and maintained in accordance with an approved plan.
 - e. In addition to the Signs allowed in this section, each individual unit with a storefront may have one wall sign with a sign area not to exceed one (1) square foot for each horizontal linear foot of primary storefront, plus one sign on the secondary facade not to exceed one (1) square foot for each horizontal linear foot of secondary facade.

Commercial Mixed Use

	Ground Sign	Projecting Sign	Wall Sign	Entrance Sign	Temporary Sign
Maximum Height	10 feet	4 feet/ Not above roofline		6 feet	6 feet
Maximum Width	5 feet	5 feet	50% of façade width		8 feet
Maximum Area	20 square feet	20 square feet	1 SF/LF of building or tenant façade	4 square feet	32 square feet

Maximum Number	1	1/primary facade; 1/secondary facade	1/primary facade; 1/secondary facade	1	2/year
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(d) *Downtown district.* Permitted sign types and regulations for Signs in the Downtown Sign District include:

- (1) Projecting Signs, which shall not exceed a projection of either four (4) feet from any building or one-third of the width of any sidewalk, whichever is less. Projecting Signs must provide for a minimum of eight (8) feet of space between the bottom of the Sign and the sidewalk or ground.
- (2) Wall Signs.
- (3) Sandwich Board Signs that must be removed at the end of each business day and must accommodate a minimum of five (5) feet of unobstructed walkway. No Sandwich Board Sign shall exceed six (6) square feet in Sign Area.
- (4) Window Signs shall not exceed 50 percent of the window area and shall be a maximum of 12 square feet of Sign Area. A second Window Sign of the same dimension shall be allowed on buildings with multiple frontages fronting on a public street. Interior neon or LED signs not to exceed an aggregate maximum of six (6) square feet in Sign Area shall be permitted.
- (5) Awning Signs.
- (6) Flags.
- (7) Temporary Signs, a maximum of two signs per lot per year.
- (8) The total number of Signs in this district shall not exceed one (1) Sign of any allowed type for the primary building or tenant facade and one (1) sign of any allowed type for each secondary building or tenant facade.
- (9) All Signs shall be setback a minimum of six (6) feet from any public right-of-way and any electrical transmission line.
- (10) The aggregate Sign Area for any lot shall not exceed one (1) square foot for every linear foot of lot frontage, regardless of the construction, placement or type of sign or signs.

	Projecting Sign	Wall Sign	Window Signs	Awning Sign	Temporary Sign
Downtown District Maximum Height	Not above roofline				6 feet

Maximum Width	4 feet	50% of façade width			8 feet
Maximum Area Primary Façade	12 square feet	1 SF/LF of building or tenant façade	50% of window area	50% of awning area	32 square feet
Maximum Area Secondary Façade	12 square feet	1 SF/LF of building or tenant façade	50% of window area		
Maximum Number	1/primary façade; 1/secondary façade	1/primary façade; 1/secondary façade	No Maximum	2	1

(e) *General commercial.* Master planned developments in the General Commercial Sign District that are proposed or existing developments that propose a sign package may provide a detailed sign plan to Planning Commission for approval. The Commission shall consider the purpose and intent of this division in determining the appropriateness of the sign package.

Permitted sign types and regulations for signs in the General Commercial Sign District include:

- (1) Ground Signs.
- (2) Billboards, subject to the requirements and limitations in Section 93-3.3-19.
- (3) Projecting Signs, which shall not exceed a projection of six (6) feet from the face of any building.
- (4) Wall Signs.
- (5) Temporary Signs, a maximum of two signs per lot per year.
- (6) Window Signs.
- (7) Awning Signs.
- (8) Flags.
- (9) The Sign Area for any lot shall not exceed one (1) square foot for every linear foot of lot frontage, regardless of the construction, placement or type of sign or signs.
- (10) All Signs in this district shall be setback a minimum of ten (10) feet from any public right-of-way and any electrical transmission line, and shall be

setback a minimum of 25 feet from the I-85 and I-75 rights-of-way, including off- and on-ramps.

- (11) Except as provided in section 93-3.3-20(h), no Wall Sign or Window Sign shall be permitted above the ground floor of any building.

General Commercial

	Ground Sign	Projecting Sign	Wall Sign	Temporary Sign	Window Sign	Awning Sign
Maximum Height	15 feet	Not above roofline				
Maximum Width	8 feet	6 feet	50% of façade width	8 feet		
Maximum Area	50 square feet	32 square feet	1 SF/LF of building or tenant façade	32 square feet	50% of window area	50% of awning area
Maximum Number	2	1/primary facade; 1/secondary facade	1/primary facade; 1/secondary facade	2/year	No Maximum	2

(f) *Industrial*. Permitted sign types and regulations for signs in the Industrial Sign District in the city:

- (1) Ground Signs. The maximum number of Ground Signs shall be one for every 500 linear feet of frontage or fraction thereof on a single frontage. Frontage on one street shall not be allocated to sign area on another street. One Entrance Sign shall be permitted at each entrance with a maximum of two such Signs on a single street frontage.
- (2) Billboards, subject to the requirements and limitations in Section 93-3.3-19.
- (3) Projecting Signs, which shall not exceed a projection of six (6) feet from the face of any building. Any Projecting Sign must provide a minimum of eight (8) feet of space between the bottom of such Sign and the sidewalk or ground.
- (4) Wall Signs.
- (5) Temporary Signs, a maximum of two signs per lot per year.
- (6) Window Signs.
- (7) Awning Signs.
- (8) Flags.

- (9) The Sign Area for any lot shall not exceed one (1) square foot for every linear foot of lot frontage, regardless of the construction, placement or type of sign or signs.
- (10) All Signs shall be setback a minimum of ten (1) feet from any public right-of-way and any electrical transmission line, and shall be setback a minimum of 25 feet from the I-85 and I-75 rights-of-way.

Industrial

	Ground Sign	Projecting Sign	Wall Sign	Temporary Sign	Entrance Sign	Window Sign
Maximum Height	15 feet	Not above roofline			4 feet	
Maximum Width	15 feet	6 feet	50% of façade width	8 feet	8 feet	
Maximum Area	50 square feet	32 square feet	1 SF/LF of building or tenant façade	32 square feet	32 square feet	50% of window area
Maximum Number	3	1/primary facade; 1/secondary facade	1/primary facade; 1/secondary facade		1	No Maximum

(g) *Neighborhood commercial.* Permitted sign types and regulations for signs in the Neighborhood Commercial Sign District include:

- (1) Monument Signs.
- (2) Projecting Signs, which shall not exceed a projection of either four (4) feet from any building or one-third of the width of the sidewalk, whichever is less. Any Projecting Sign must provide for a minimum of eight (8) feet of minimum space between the bottom of such Sign and the sidewalk or ground.
- (3) Wall Signs.
- (4) Sandwich Board Signs, which must be removed at the end of each business day and must allow at least five (5) feet of unobstructed passageway. A Sandwich Board Sign shall not exceed six (6) square feet in Sign Area.
- (5) Window Signs.
- (6) Awning Signs.
- (7) Temporary Signs, a maximum of two signs per lot per year.
- (8) Flag.

- (9) Any Sign to be erected by any owner, any tenant, any lessee, or any sublessee of a unit in a multi-story building shall be detailed in a sign plan that is submitted to the Planning Commission for approval prior to the erection of such Sign.
- (10) The total number of Signs in this district shall not exceed two Signs of any allowed type for the primary facade and one Sign of any allowed type for each secondary facade.
- (11) The Sign Area for any lot shall not exceed one (1) square foot for every linear foot of lot frontage, regardless of the construction, placement or type of sign or signs.
- (12) All Signs in this district shall be setback a minimum of six (6) feet from any public right-of-way and any electrical transmission line.

Neighborhood Commercial

	Ground Sign	Projecting Sign	Wall Sign	Window Sign	Awning Sign
Maximum Height	6 feet	Not above roofline			
Maximum Width	4 feet	4 feet	50% of façade width		
Maximum Area	20 square feet	10 square feet	1 SF/LF of building or tenant façade	50% of window area	50% of awning area
Maximum Number	1	1/primary facade; 1/secondary facade	1/primary facade; 1/secondary facade	No Maximum	2

(h) *Multi-family residential.* Master planned developments in this Sign District that are proposed or existing developments that propose a sign package may provide a detailed sign plan to Planning Commission for approval. The Commission shall consider the purpose and intent of this division in determining the appropriateness of the sign package.

Permitted sign types and regulations for signs in the Multi-Family Residential Sign District include:

- (1) An Entrance Sign that is located at the entrance of a subdivision.

- (2) Temporary Signs in a residential development, maximum size of 16 square feet. Such Signs shall be removed at the expense of the owner upon the sale of all property in a development or the lease of all dwellings.
- (3) The Sign Area for any lot in this district shall not exceed one (1) square foot for every linear foot of lot frontage, regardless of the construction, placement or type of sign or signs.

Multi-family Residential

	Subdivision Sign	Temporary Sign
Maximum Height	6 feet	6 feet
Maximum Width	12 feet	8 feet
Maximum Area	50 square feet	32 square feet
Maximum Number	1/entrance	2/year

- (i) *Public Institutional*. The standards for Signs to be erected on those lots or upon buildings in the Public Institutional Sign District shall be subject to the standards of the Neighborhood Commercial Sign District.

Section 93-3.3-18. General sign regulations.

In addition to the limitations set forth in the other sections of this division, the following limitations shall apply to these specific types of Signs:

(1) Wall Signs.

- a. No Wall Sign shall cover wholly or partially any wall opening, nor project beyond the ends or top of the wall to which it is attached.
- b. Wall Signs shall not exceed 50 percent of the width of the building or tenant facade, provided that no Wall Sign shall have an area exceeding one (1) square foot for each horizontal linear foot of building or tenant facade.

(2) Projecting Signs.

- a. No Projecting Sign may be placed over any street, any alley, or any other public right-of-way available for vehicular traffic.

- b. Any Projecting Sign located at a commercial business that is illuminated, either internally or externally, shall be illuminated between sunset and the close of business, on each side thereof, by lighting of at least five (5) watts per square foot of sign surface, but in no case lighting that is less than 60 watts for each sign surface.
- c. All Projecting Signs must be installed at a 90-degree angle to the building facade.
- d. Projecting Signs shall not project above the Roofline or be installed above a height of 14 feet from the ground, whichever is lower.
- e. Projecting Signs must vertically clear sidewalks by at least eight (8) feet and may project no more than four (4) feet from a building or one-third of the width of the sidewalk, whichever is less.

(3) Awning Signs.

- a. An Awning Sign must be painted or installed directly on the awning.
- b. The Sign Area of any Awning Sign shall not exceed 50 percent of the surface area of the awning.
- c. Awnings must be a maximum of eight (8) feet above the sidewalks and may extend to within one (1) foot of the vertical plane formed by the curb or the public right-of-way line.

(4) Entrance Signs. All entrance signs shall be placed on private property and shall not be placed in any public right-of-way.

(5) Entrance Signs at subdivisions. All Entrance Signs at subdivisions shall be placed on private property and shall not be placed in any public right-of-way.

(6) Handheld signs.

- a. Handheld Signs are allowed during the time period in which a parade, picket, or procession that is permitted under Section 35-3-1 et. seq. occurs.
- b. No Handheld Sign shall be placed or carried that extends beyond the width of the body of the individual holding such Sign or that extends more than 24 inches above that individual's head.
- c. All individuals carrying any such Signs shall remain at least ten (10) feet apart, shall not stand or loiter in front of any doorway, driveway or street intersection and shall not interfere with the general flow of traffic, whether pedestrian or vehicular.
- d. All Handheld Signs are exempt from the permitting requirements of Section 93-3.3-4.

(7) Window signs.

Window Signs shall not exceed 50 percent of the window area of the building in which they are displayed. Window Signs may be arranged as a single Sign or as multiple Signs.

Window Signs shall be limited to ground floor windows. Interior neon or LED signs not to exceed an aggregate maximum of six (6) square feet shall be permitted.

- (9) Canopy signs.
Canopy Signs having a maximum area of 50 percent of the canopy Face and limited to three (3) faces shall be permitted.

(10) Sandwich board signs.

- a. The owner of a building or occupant of a tenant space in a building in the downtown district, neighborhood commercial district or commercial mixed use district may display one Sandwich Board Sign for each business having a storefront. Such signs must be constructed of wood, metal or durable plastic. The surface of any Sandwich Board Sign may be chalkboard, whiteboard or other durable material.
- b. No Sandwich Board Sign may be placed as to restrict the flow of pedestrians. A minimum sidewalk clear zone of five feet shall be maintained. Sandwich Board Signs shall be removed at the end of each business day.
- c. The maximum Sign Area of a Sandwich Board Sign shall be six (6) square feet.

(11) Changeable copy or LED signs, excluding billboards.

For the purpose of this Section, "LED sign" shall mean a digital sign, including but not specifically limited to light-emitting diode (LED), liquid crystal display (LCD) and other similar technology signs. LED signs shall only be permitted for signs regulated under O.C.G.A. § 10-1 164 and located in the General Commercial Sign District.

- a. An owner or a permittee may incorporate up to 40 percent of the allowable Sign Area of a Sign as a Changeable Copy Sign, which shall be physically part of that sign. The changeable copy portion of the Sign may not be installed absent the remaining 60 percent of the Sign that shall be non-changeable copy or static in nature, excluding framing and other structural elements.
- b. No Changeable Copy Sign may change more often than six (6) times per minute and no message shall change more often than once every ten (10) seconds. Signs shall accomplish message transitions in three (3) seconds or less. The brightness of such signs shall not have an illumination level of more than three-tenths of a foot-candle above the average ambient light level measured 100 feet from the face of the sign.
- c. A maximum of two (2) LED panels shall be allowed on any one (1) Sign Face.
- d. The area of each LED panel shall not exceed 10 percent of the total Sign Face.
- e. LED signs shall be equipped with an automatic dimming device that shall lower the intensity of the sign illumination to ensure that a hazardous condition for motorists or pedestrians is not created.

- f. LED signs shall remain, and appear to be, fixed and static. In no instance shall LED lights move, change, flash, or be animated or appear to move, change, flash, or be animated in any way.
- g. The color of any characters, symbols, text, mark or the like must contrast with the field of the Sign to provide for maximum visibility and legibility, and each character, symbol, text, mark or the like on the LED panel must be the same color. The background or field of the Sign shall be a solid color.
- h. Individual LED lighting erected at fuel stations shall not exceed a size of two (2) feet and no LED panel shall be larger than 30 square feet or face any property zoned for single family residential use.
- i. No LED sign shall be located within one hundred fifty (150) feet of any single family residence, or any property zoned for single family residential use.

(13) Flags, excluding Feather Flags. An owner or a permittee may display a Flag that meets the following regulations.

- a. The following methods of displaying a Flag are allowed:
 - i. Pole Flags. A Flag may be flown from a metal pole permanently placed in the ground. The length of the Flag shall be no greater than one-quarter of the height of the pole. This guideline applies to poles twenty (20) feet and taller. Flags flown on single family residential properties shall not exceed three (3) feet from top to bottom and five (5) feet in length. Flag poles on single family residential properties shall not exceed twenty (20) feet in height. Flags on small commercial, industrial, institutional, and multifamily properties, defined as properties of less than two acres or having buildings with less than 10,000 square feet of floor area, shall not exceed four (4) feet from top to bottom and six (6) feet in length. Flag poles on such properties shall not exceed twenty-four (24) feet in height. Flags on all other commercial, industrial, and institutional properties shall not exceed six (6) feet from top to bottom and ten (10) feet in length and flag poles on these properties shall not exceed forty (40) feet in height. The pole may be of varying diameters, appropriate in scale to the length of the flag being flown.
 - ii. Projecting Flags. Flags may be flown from a metal or wooden pole attached to a bracket projecting from the side of a building or doorframe. The pole shall not exceed six (6) feet in length, or one (1) inch in diameter. Any flag flying from such a pole shall not exceed three (3) feet from top to bottom and five (5) feet in length. Additionally, no flag displayed on a projected pole shall impede pedestrian or vehicular traffic.
 - iii. Window Flags. Flags may be hung in the window of any non-residential property. The area of the Flag shall be used in the calculation of the allowable window sign area.

- b. Limit on Number. The number of Flags (whether displayed as a Pole Flag, a Projecting Flag, a Window Flag, or any combination thereof) that may be displayed on each property is limited by the maximum Sign Area allocated to said property. However, a maximum of three (3) Flags (whether displayed as a Pole Flag, a Projecting Flag, a Window Flag, or any combination thereof) shall be exempt from the limitations of the Ordinance. Any additional Flags (ground, projecting or window) displayed shall be used in the calculation of the ground, projecting or window sign area permitted on the property.
- c. Condition of Flags. Any Flag that is displayed shall be in serviceable condition and fit for use. All fabric or similar material of which the Flag is constructed (including any stitching) shall remain intact. Any Flag that contains tattered or faded fabric or similar material (including stitching) shall be removed.

Section 93-3.3-19. Billboard signs.

- (a) The regulation and design of all billboard signs shall be governed by this section, subject to the following standards:
 - (1) Billboard Signs are permitted on any property having frontage on an interstate and located in any of the following Sign Districts: the Commercial Mixed Use Sign District; the General Commercial Sign District; and the Industrial Sign District.
 - (2) A Billboard Sign shall not be located more than 100 feet from an interstate right-of-way.
 - (3) A. In addition to the other information required in Section 93-3.3-4, a permit issued by the Georgia Department of Transportation authorizing the installation of the proposed Billboard Sign shall be submitted to the City Planner simultaneously with the application for a permit to erect said Sign.
 - (4) No Billboard Sign shall be located within 300 feet of a residentially zoned property as measured from the outermost edge of the sign to the closest point of the residential property.
 - (5) A Billboard Sign shall meet the setback standards of the zoning district, provided the structure setback from any interstate right-of-way shall be a minimum of 25 feet.
 - (6) No Billboard Sign shall exceed a height of 65 feet as measured from the ground to the top of the Sign.
 - (7) A Billboard Sign shall have a maximum width of 48 feet and a maximum Sign Face area of six hundred seventy-two (672) square feet.
 - (8) No Billboard Sign shall be located within five hundred (500) linear feet of any other Billboard Sign on the same side of the street, road or highway, including any such Sign located outside of the Hapeville city limits, as measured along the right-of-way.

(9) The Sign Area of a Billboard Sign located adjacent to an interstate right-of-way shall not be used in calculating “aggregate sign area.”

(b) Multiple message Billboard Signs shall be subject to the following standards:

(1) Multiple message Billboard Signs shall not be located within 500 feet of the nearest residentially zoned property, park, playground, recreation area, scenic area or cemetery, as measured from the outermost edge of such Sign to the closest point of the above-referenced property line.

(2) When a message is changed mechanically, the transition shall be accomplished in three seconds or less.

(3) No multiple message Billboard Sign shall be placed within 5,000 feet of another multiple message Billboard Sign on the same side of the street, road, or highway.

(c) As light-emitting diode (LED) Billboard Signs, also known as digital billboards, present a different set of circumstances regarding their impact on the community, such signs shall be governed by the following additional standards:

(1) Digital billboards shall be limited to parcels fronting on interstate highways only, and shall be positioned for viewing from such interstate highways.

(2) No digital billboard shall be located within five hundred (500) feet of another billboard on the same side of the interstate highway. Billboard Signs located outside the Hapeville city limits shall be included in determining this distance.

(3) No digital billboard shall be located within five thousand (5,000) feet of another multiple message billboard, including any other digital billboard, on the same side of the highway. Billboard Signs located outside the Hapeville city limits shall be included in determining this distance.

(4) Digital billboards shall not be located within 500 feet of the nearest residentially zoned property, park, playground, recreation area, scenic area or cemetery, as measured from the outermost edge of the sign to the closest point of the above-referenced property line.

(5) All digital billboard images must remain stationary and not contain any visible moving parts, alternating, “crawling” or other moving messages or have the appearance of having moving parts or messages.

(6) The display, background or other message medium on a digital billboard shall not change more often than once every 10 seconds, with a transition period of one (1) second or less.

(7) No digital billboard shall be placed within 5,000 feet of another digital billboard on the same side of the street, road, or highway.

(8) A digital billboard shall contain a default design that will freeze the sign in one position should a malfunction occurs.

(9) Any maximum size limitations shall apply to the side of the multiple message sign with the greater area.

(10) The owner of a digital billboard shall arrange for an annual certification of the foot-candle intensity measured in foot-candles by an independent contractor showing compliance and provide such certification to the Code Enforcement Officer.

(11) All digital billboards shall have installed an ambient light monitor that will continuously monitor and automatically adjust the brightness of the display based on ambient light conditions. Maximum brightness levels for digital billboards shall not exceed three-tenths (0.3) foot-candles over ambient light levels measured as prescribed in a “Recommended Night-time Brightness Levels for On-Premise Electronic Message Centers (EMC’s)” published by the International Sign Association, April 2011. Certification that the sign has been preset to automatically adjust the brightness to this level or lower must be provided to the Code Enforcement Officer.

(12) Digital billboards shall meet the same installation and permitting requirements and inspections as adopted for electrified signs and all other signs.

(13) The owner or permittee of a digital billboard shall coordinate with the City of Hapeville in displaying, when appropriate, emergency information important to the travelling public including, but not limited to, Amber Alerts or alerts concerning terrorist attacks or natural disasters. Emergency information messages shall remain in the advertising rotation according to the protocols of the agency that issues such information.

(14) The owner of a digital billboard shall provide contact information to the Code Enforcement Officer for an individual who is available at any time and who is capable of turning off said Sign promptly following a malfunction.

(15) At any time more than five percent of the LED display lights on a digital billboard malfunction or are no longer working, the owner of billboard permittee shall repair said Sign within 60 calendar days or the Sign will be subject to removal.

(16) In the event the Code Enforcement Officer finds that a digital billboard causes glare, impairs the vision of a motorist, or otherwise poses a traffic safety hazard to motorists or pedestrians, the owner of said Sign shall reduce the intensity of lighting on such Sign to a level acceptable to the City within 24 hours of receipt of written notice by the Code Enforcement Officer.

(17) Each digital billboard must comply with all Georgia Department of Transportation rules and regulations applicable to electronic changeable message signs where not in conflict with this section.

Section 93-3.3-20. Special requirements for all signs.

(a) Applicability. All lots, buildings, structures or property shall be regulated under the requirements of this division.

(b) Placement. All Signs must be placed on a lot as defined in other sections of the zoning ordinance and the subdivision regulations. No Sign may be placed on any lot where such lot does not meet the minimum requirements of the zoning ordinance and subdivision regulations. No Sign may be placed on any lot that has road frontage only on an interstate or intrastate highway.

- (c) Covering architectural elements. No placement of any Sign shall cover or conceal architectural fenestrations, adornments, details, doors or windows unless the Design Review Committee determines that the placement of such Sign cannot be more appropriately located and that the placement of such Sign will not adversely affect access to the building, cause unnecessary glare into the building or adversely impact the historic character or architectural theme of the building.
- (d) Posting on trees, poles, etc. No sign shall be allowed to be tacked, painted, posted, marked, or otherwise affixed on trees, utility poles, or other similar structures, or on rocks, the ground itself, or other natural features.
- (e) No posting on supports. No message may be displayed on any portion of the structural supports of any sign.
- (f) Special situations; buildings of three stories or more. Those developments having buildings of three or more stories may be permitted one wall sign on the primary and secondary building or tenant facade not to exceed 50 percent of the width of the building or tenant facade and not exceeding an area of one (1) square foot for each horizontal linear foot of building or tenant facade. Such wall signs shall be limited to the ground floor wall, only. A single Wall Sign may be installed on each facade of the highest floor, subject to a maximum width of 20 twenty percent of the building facade and a maximum area of 10 percent of the exterior wall area of that floor; the Sign Area and width allowance for such Wall Signs apply to each individual building facade and are not cumulative.

Section 93-3.3-21. Construction standards for all signs.

- (a) Building code compliance. All Signs shall be constructed and maintained in accordance with the provisions of the building code as adopted and from time to time amended (hereinafter referred to as the "city building code") except that no building permit shall be required unless the building official determines that a structure must be built to support the sign.
- (b) Materials required. All Signs for which a permit is required by this division, and Temporary Signs, shall be constructed of noncombustible material with the exception of chemically treated, red wood, and blasted carved materials. All Signs must be made of materials at least four inches thick and bordered around the edges of the Sign by permitted material at least two inches thick.
- (c) Reflectors. Gooseneck reflectors and lights shall be permitted on Ground Signs, Projecting Signs, and Wall Signs; provided, however, the reflectors shall be provided with proper glass lenses so that no light creates a hazardous or dangerous condition.
- (d) Other code compliance. All building, setback, zoning, or other relevant codes excluding building permitting (other than that permitting required elsewhere herein) shall be applicable to the location, construction and siting of signs and shall be read in harmony with this division.

Section 93-3.3-22. Variance for signs in this division.

In any appeal brought under Section 93-3.3-4, the Board of Appeals shall judge a request for a variance from the terms of this division based on the following criteria:

- (1) All signs and structures within the business development are in conformance with this division; and
- (2) The variance, if granted, would not cause substantial detriment to other property owners or tenants, or to the public good, nor would it impair the purpose and intent of this division; and
 - a. The Board of Appeals may consider factors such as the size of the buildings constructed on the subject lot, the potential to subdivide the lot, and the number of different tenants occupying the buildings.
 - b. Financial loss to the appellant is not sufficient grounds by itself to justify a variance.
 - c. Peculiar conditions or circumstances that are the result of actions of the current or former owner of the property covered by the application cannot be considered as grounds to justify a variance.
 - d. The authority to erect and maintain additional signs as may be permitted under any such variance shall terminate upon the subdivision of the lot for which such variance was granted.

Section 93-3.3-23. Unsafe or unlawful signs.

Any Sign determined by the Code Enforcement Officer to be unsafe or unstable, a menace to the public health or safety, abandoned, dilapidated, or erected or maintained in violation of this division shall cause the Code Enforcement Officer to notify the permittee, owner, or occupant of the property on which the sign is located of such violation by certified mail. Such notice shall include a brief and complete statement of the violations to be remedied. In the event the permittee, owner, or occupant of the property on which the sign is located cannot be contacted, the Code Enforcement Officer having affixed the notice to the sign or to the building on which the sign is erected for a period of 10 days shall be deemed to have effected notice.

Failure of the permittee or property owner to remove or alter such sign so as to comply with the standards of this division within 10 days after such notice shall cause the Code Enforcement Officer to revoke the permit for such sign and the permittee or property owner shall be subject to the penalties set forth in section 93-3.3-25 of this division.

The Code Enforcement Officer may cause any unsafe or unlawful sign that constitutes an immediate threat to the physical safety of persons or adjoining property to be removed summarily and without notice and cause the cost of removal to be placed as a lien on the property on which the sign is located.

Section. 93-3.3-24. Penalties.

Any person found in violation of any provision of this division shall be subject to a fine not to exceed \$1,000.00 per day. A separate offense shall be deemed committed each day during or on which a violation occurs or is permitted to continue. Any sign erected or maintained in violation of this division shall be subject to removal by the City upon an order of the municipal court and all costs related to such removal shall be charged against the property and may be collected by lien or otherwise.

Section 93-3.3-25. – Substitution.

The owner or the permittee of any sign which is otherwise allowed by this article may substitute non-commercial speech in lieu of any other commercial or non-commercial speech. This substitution of copy may be made without any additional approval or permitting. The purpose of this provision is to prevent any inadvertent favoring of commercial speech over non-commercial speech, or favoring of any particular non-commercial speech over any other non-commercial speech. This provision prevails over any more specific provision in this article to the contrary.

Section 93-3.3-26. Severability.

It is hereby declared the intention of Mayor and Council that all parts, sections, subsection, paragraphs, sentences, clauses, phrases, terms and words of this division are or were, upon their enactment, believed by Mayor and Council to be fully valid, enforceable and constitutional.

It is hereby declared the intention of Mayor and Council that, to the greatest extent allowed by law, each and every part, section, subsection, paragraph, sentence, clause, phrase, term and word of this division is severable from every other part, section, subsection, paragraph, sentence, clause, phrase, term and word of this division. It is hereby further declared the intention of Mayor and Council that, to the greatest extent allowed by law, no part, section, subsection, paragraph, sentence, clause, phrase, term, or word of this division is mutually dependent on any other part, section, subsection, paragraph, sentence, clause, phrase, term or word of this division.

In the event that any word, term, phrase, clause, sentence, paragraph, subsection, section or part of this division shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining words, terms, phrases, clauses, sentences, paragraphs, subsections, sections or parts of the division and that, to the greatest extent allowed by law, all

remaining words, terms, phrases, clauses, sentences, paragraphs, subsections, sections and parts of the division shall remain valid, constitutional, enforceable, and of full force and effect.

DIVISION 2 – MURALS

Section 93-3.3-27. – Statement of Purpose and Intent.

A mural is a work of art painted otherwise directly applied on a building or wall. The presence of works of art, including murals, can be a key element to creating a visually satisfying environment for a community. The city is likely to attract commercial enterprises, permanent residents, and visitors if it improves and maintains its overall appearance. The residents ultimately will benefit from enhanced retail and commercial environments and improvements in the quality of life if an attractive environment exists. The existence of works of art, such as murals, is an invaluable element to creating and maintain a visually appealing setting, which will promote economic development, advance the general prosperity of the community, and serve the general welfare. This is particularly true for the City of Hapeville, which has concentrated residential and commercial areas where murals are more readily noticed and appreciated than such works of art would be in municipalities with geographically large areas.

The purpose of this division is to recognize the following mural types: (1) Historic Murals; (2) Original Art Murals; and (3) Limited Message Murals. All other similar forms of outdoor visual art that do not meet the definitions of these three forms of murals set forth herein shall be regulated as wall signs under division 1 of this chapter pertaining to signs.

Sec. 93-3.3-28. – Historic Murals.

Historic Murals are original works of visual art or signs produced by hand that were tiled, painted directly on or affixed directly to a wall or building prior to the date of adoption of this division. Murals that re-create a historic image bearing a relationship to a historic Hapeville theme established after the date of adoption of this division also constitute Historic Murals. Original Historic Murals and re-creations of historic images are deemed to comply with this Code.

Sec. 93-3.3-29. – Original Art Murals.

Original Art Murals are original works of visual art produced by hand that are tiled, painted directly on, or affixed directly to a wall or building. This section is intended to allow and encourage content neutral Original Art Murals. Original Art Murals may be mechanically produced or computer generated prints or images, but shall not include the use of digitally printed vinyl. Such murals shall not contain electrical or mechanical components or feature a changing image.

- (a) Standards for Original Art Murals. Original Art Murals shall comply with the following standards:
 - (1) Original Art Murals shall not contain a commercial or non-commercial message.
 - (2) The mural shall remain in place, without alteration, a minimum of five years. The applicant shall attest to this standard on the permit application.

- (3) No part of any mural shall extend beyond the building wall or freestanding wall on which it is tiled, painted, or affixed.
 - (4) No part of the mural shall extend more than six inches from the plane of the wall upon which it is tiled, painted, or affixed.
 - (5) Only oil based alkyd enamel or polyurethane enamel, or newer 100% acrylic exterior paints shall be used to create murals.
 - (6) Murals executed using spray paint shall be limited to air brushing to ensure that high quality paint is used.
 - (7) An appropriate clear sealer or a suitable varnish or topcoat shall be applied to the finished mural. Graffiti resistant sealers should be chosen.
- (b) Prohibited Original Art Murals. The following forms of Original Art Murals shall be prohibited:
- (1) Any mural that contains an element that moves, rotates, or otherwise creates a changing image or message.
 - (2) Any mural that uses flashing or scrolling lights, an internal light source, or other light feature.
 - (3) Any mural containing electrical or mechanical components.
 - (4) Any mural that is applied to a surface as a vinyl or other non-permanent material.

Sec. 93-3.3-30. – Limited Message Murals.

Limited Message Murals are murals that are painted on or applied to and made integral with a building wall or free-standing wall that contain a graphic or written message.

- (a) Standards for Limited Message Murals. Limited Message Murals shall comply with the following standards:
- (1) Limited Message Murals may contain a graphic or written message not exceeding 50 percent of the width of the building or tenant façade, provided that no such graphic or written message shall have an area exceeding 10 percent of the building or tenant façade area as measured at the exterior dimension of the graphic or written message and framing.
 - (2) The mural shall remain in place, without alteration, a minimum of five years. The applicant shall attest to this standard on the permit application.
 - (3) No part of any mural shall extend beyond the building wall or freestanding wall on which it is tiled, painted, or affixed.
 - (4) No part of the mural shall extend more than six inches from the plane of the wall upon which it is tiled, painted, or affixed.
 - (5) Only oil based alkyd enamel or polyurethane enamel, or newer 100% acrylic exterior paints shall be used to create murals.
 - (6) Murals executed using spray paint shall be limited to air brushing to ensure that high quality paint is used.
 - (7) An appropriate clear sealer or a suitable varnish or topcoat shall be applied to the finished mural. Graffiti resistant sealers should be chosen.
- (b) Prohibited Limited Message Murals. The following forms of Limited Message Murals shall be prohibited:

- (1) Any mural that contains an element that moves, rotates, or otherwise creates a changing image or message.
- (2) Any mural that uses flashing or scrolling lights, an internal light source, or other light feature.
- (3) Any mural containing electrical or mechanical components.
- (4) Any mural that is applied to a surface as a vinyl or other non-permanent material.

Sec. 93-3.3-31 – Mural Permitting Process.

This section establishes administrative permitting procedures to allow re-creation, preservation, and maintenance of Historic Murals, and creation of Original Art Murals and Limited Message Murals. The procedures set forth herein establish standards for review and approval of applications for new murals or those proposed for repainting or other maintenance to ensure the appropriateness of the mural with the context and compliance with this division. Administrative permits for such applications shall encompass review and approval by the Design Review Committee relative to the following standards; compliance with all other aspects of this Code shall be subject to application of the Code by the City Planner.

(a) Standards to be Used to Process Mural Applications.

- (1) The Design Review Committee shall consider the size, scale, and relationship of a mural to the historic context in the case of Historic Murals. Original Art Murals and Limited Message Murals may or may not bear any relationship to the Hapeville context. The content of a mural shall not be the focus of review.
- (2) Repainting of historic advertising shall be guided by exacting documentation concerning the mural.
- (3) A permanent plan for maintenance and exact repainting according to the plan of the original artist shall be submitted with the application. The exact matching of color and application technique shall be specified in the plan.
- (4) Any mural proposed must be on a wall surface that will not mar a key historic feature and will be compatible with the streetscape. The image of any faded advertising murals shall be stabilized using appropriate preservation techniques and shall remain otherwise unchanged.
- (5) The standards of this division applicable to each mural type shall be considered.

STATE OF GEORGIA
CITY OF HAPEVILLE

ORDINANCE 2016- 11

AN ORDINANCE TO AMEND THE ANNUAL BUDGET FOR THE CITY OF HAPEVILLE, GEORGIA FOR THE FISCAL YEAR 2015-2016 FOR THE ADJUSTMENT OF REVENUE AND EXPENDITURES

WHEREAS, the Mayor and Council have approved the budget and budget amendments for the year ending June 30, 2016; and

WHEREAS, amendments to the Fiscal Year 2015-2016 budget is needed to approve the purchase of a new ladder fire truck; and

WHEREAS, section 17-2-3 of the City of Hapeville Code of Ordinances provides that all amendments to the budget shall be by ordinances;

NOW, THEREFORE BE IT AND IT IS HEREBY ORDAINED by the Mayor and Council of the City of Hapeville, Georgia:

Section 1.

That the Fiscal Year 2015-2016 Budget be amended to reflect the adjustment of revenue and expenditures as follows:

Revenues:	Fiscal 2015 -16 Budget Impact
Special Tax District	91,665
Expenditures:	
P & I Fire Truck	91,665
Capital Project:	
Revenue:	
HFD- Ladder Fire Truck	1,010,796
Expense:	
Lease Proceeds Ladder Fire Truck	1,010,796

Section 2.

- a. It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of the Ordinance are or were, upon their enactment believed by the Mayor and Council to be fully valid, enforceable and constitutional.
- b. It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of the Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph sentence, clause or phrase of this Ordinance.
- c. In the event that any phrase, clause, sentence or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality, or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 3.

All Ordinances and parts of Ordinances in conflict herewith are hereby expressly repealed.

Section 4.

This Ordinance shall become effective upon its adoption by the Mayor and Council.

Section 5.

The Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City of Hapeville.

Section 6.

It is the intention of the governing body, and it is hereby ordained that the provisions of this Ordinance shall become and be made part of the Code of Ordinances, City of Hapeville, Georgia and the sections of this Ordinance may be renumbered to accomplish such intention.

First Reading: March 15, 2016

Adoption: _____

This Ordinance having been properly considered and adopted by the City Council of the City of Hapeville, Georgia the same is approved this _____

Alan Hallman, Mayor

ATTEST:

Jennifer Elkins, City Clerk

APPROVED AS TO FORM:

Steven M. Fincher, City Attorney

STATE OF GEORGIA

CITY OF HAPEVILLE

ORDINANCE NO. _____

AN ORDINANCE TO RESTATE, AMEND AND READOPT THE CITY OF HAPEVILLE OFFICIAL ZONING MAP; TO AMEND CHAPTER 93, ZONING, ARTICLE 3, NONCONFORMING USES, SECTION 93-3-1.2, ZONING MAP OF THE CODE OF ORDINANCES OF THE CITY OF HAPEVILLE; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the governing authority of the City of Hapeville (“City”) is the Mayor and Council thereof;

WHEREAS, Section 93-3-1.2 of the Code of Ordinances of the City of Hapeville designates the Official Zoning Map of the City (“zoning map”); and

WHEREAS, the zoning map was last adopted on December 2, 2008; and

WHEREAS, since December 2, 2008, the City has undergone substantial zoning amendments that require restatement, amendment and readoption of the zoning map; and

WHEREAS, the governing authority of the City desires to restate, amend and readopt its zoning map to incorporate such amendments; and

WHEREAS, the governing authority of the City desires to amend its Code of Ordinances to designate such restated, amended and readopted zoning map; and

WHEREAS, the health, safety, and welfare of the citizens of Hapeville, Georgia, will be positively impacted by the adoption of this Ordinance.

BE IT AND IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF HAPEVILLE, GEORGIA, and by the authority thereof:

Section 1. The City’s Official Zoning Map, titled “City of Hapeville Official Zoning Map” (“zoning map”) and dated April 5, 2016, is hereby restated, amended and readopted in its entirety. A true and correct copy of the zoning map, signed by the Mayor and approved as to form by the City Attorney, is displayed in Exhibit “A,” and is attached hereto and incorporated herein by reference. A copy of the Official Zoning Map, as is displayed in Exhibit A, is available for inspection during normal business hours in the office of the City Clerk.

Section 2. The Code of Ordinances for the City of Hapeville is hereby amended by striking through the existing text of Section 93-3-1.2, Zoning map, of Article 3, Nonconforming Uses, of Chapter 93, Zoning, and inserting the following text, in lieu thereof, to read as follows:

“The above zones are bounded and defined as shown on a map entitled “City of Hapeville Official Zoning Map” adopted April 5, 2016, as amended from prior maps, this map and all explanatory matters thereon is hereby made a part of this chapter, and will hereafter be referred to as “zoning map.” This map shall be a public record. This map shall be retained in the office of city clerk and shall be made accessible to all affected through that office.”

Section 3. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 3. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

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

greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

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

Section 4. All Ordinances and parts of Ordinances in conflict herewith are hereby expressly repealed.

Section 5. This Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City.

Section 6. Penalties in effect for violations of the Zoning Ordinance of the City of Hapeville at the time of the effective date of this Ordinance shall be and are hereby made applicable to this Ordinance and shall remain in full force and effect.

Section 7. The effective date of this Ordinance shall be the date of adoption unless otherwise specified herein.

ORDAINED this _____ day of _____, 2016.

[SIGNATURES CONTINUED TO NEXT PAGE]

CITY OF HAPEVILLE, GEORGIA

Alan H. Hallman, Mayor

ATTEST:

Jennifer Elkins, City Clerk

APPROVED BY:

Steven M. Fincher, City Attorney

EXHIBIT A

[See Attached Re-Adopted Zoning Map]

Re-Adoption of the Official Zoning Map

Background

The most recent adoption of the Official Zoning Map occurred on December 2, 2008. Such maps should be re-adopted annually as standard practice. The zoning map is an essential element of the zoning ordinance as it is the record of property rights and limitations. As such, this map should reflected recent zoning decisions. Property rezonings that may occur during the course of the year can be noted on the map and designated for individual properties upon re-adoption.

Work on re-adoption of the 2008 Official Zoning Map began in earnest earlier this year. The rezoning of 1155 Virginia Avenue (Hapeville Center) from U-V, Urban Village conditional to U-V, Urban Village and the rezoning of 515 North Central Avenue (Domino's) from U-V, Urban Village to U-V, Urban Village conditional will be reflected on the Official Zoning Map which is proposed for adoption on April 5, 2016, the date of the public hearing. The Arts District Overlay (ADO) will also be reflected on the 2016 Official Zoning Map.

While property rezonings and designation of the ADO are fairly simple map revisions, accurate recording of past subdivision of land has proven to be more difficult. One reason is that developers will often file a "metes and bounds description" with the Fulton County Clerk of Superior Court and use such documents at closing. An example of this is the reported "re-combination plat" unearthed by the surveyor for SpaceMax. This plat was not approved by the Hapeville Planning Commission and the developer is now preparing a final plat for submittal to Planning Commission. This subdivision will combine the access drive lot with the building lot to create a single lot and thereby preserve Sylvan Road access to the lot on which the building will be located. Approval and recording of a final plat that combines the two lots was made a condition of site plan approval.

The second reason that an accurate reflection of the subdivision of property has proven to be difficult is that the recorded plats are not always returned to the City. The re-subdivision of certain properties, 3117 and 3125 Dogwood Drive for example, was apparently approved by Planning Commission but the recorded plat indicating the Deed Book and Page Number was not returned to the City. While the Official Zoning Map is not the formal record of subdivisions, it is important to accurately depict all lots of record. In the case on Dogwood, a building lot was created at 3150 Lake Avenue that the City does not recognize. A prospective buyer has been advised to ask the realtor to produce the recorded plat. No building permit may be issued until the approved final plat, stamped by the County, is presented to the City.

Recommendation

Re-adoption of the Official Zoning Map should proceed with the first reading scheduled for March 15 and the public hearing on Aril 5, 2016. This 2016 Map will indicate the property rezonings mentioned above and designation of the ADO. A small number of subdivisions for which a recorded plat has been identified will also be indicated. Community Services Staff is cooperating with principals at Fulton County to identify other properties for which a plat has been recorded. Once this work is complete, all other subdivisions that have been approved and plats recorded can be readied for future re-adoption of the Official Zoning Map.

Ultimately, actual property zoning designations on the Official Zoning Map may be amended to implement the goals and objectives of the Comprehensive Plan, with adoption of that Plan expected in October 2016. Amending these designations will acknowledge decisions by Mayor and Council designed to accommodate any changes in public policy established in the Plan. Re-adoption could occur at the beginning of 2017 to adhere to an annual schedule.

Chapter 90. *Subdivisions* should be amended to clearly state that the developer must record the approved final plat containing all required signatures and return one of the original, executed plat to Community Services for entry into City files.

The language in that Chapter reprinted below is unclear as to the necessity of delivering all final plats to the City following recording. The recorded plats will contain the Deed Book and Page Number on which the plat has been recorded.

“When the plat has been approved by the planning commission, one copy will be returned to the subdivider, with the approval of the planning commission certified thereon, for filing with the clerk of the superior court as the official plat of record. One copy containing the certification of the planning commission will be returned to the subdivider and the planning commission secretary shall retain the other two copies.”

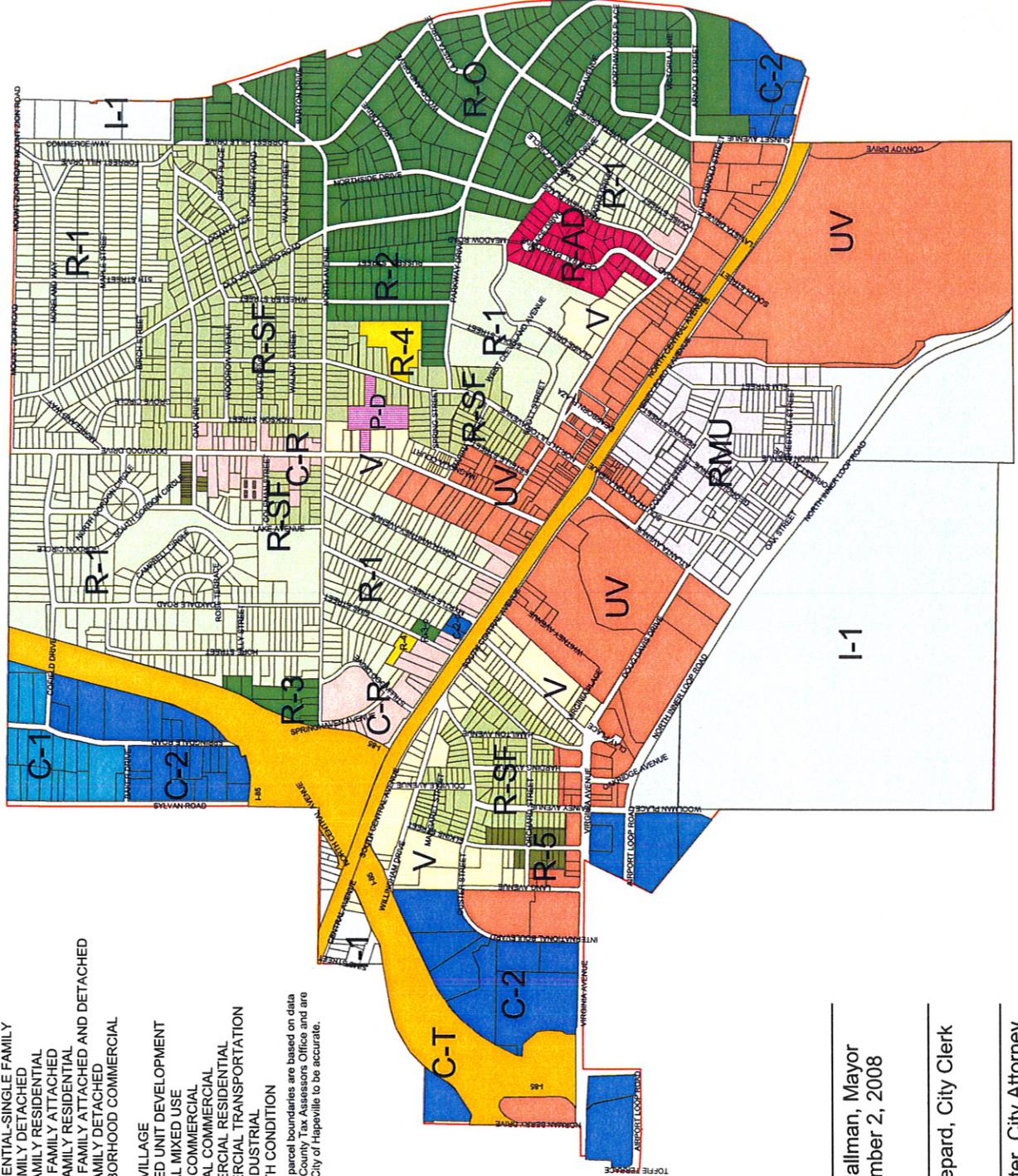
City of Hapeville Official Zoning Map

December 2, 2008: as amended from July 10, 2007



- R-AD RESIDENTIAL ARCHITECTURAL DESIGN
- R-SF RESIDENTIAL-SINGLE FAMILY
- R-1 ONE FAMILY DETACHED
- R-2 TWO-FAMILY RESIDENTIAL
- R-3 SINGLE FAMILY ATTACHED
- R-4 MULTIFAMILY RESIDENTIAL
- R-5 SINGLE FAMILY ATTACHED AND DETACHED
- R-O ONE-FAMILY DETACHED
- N-C NEIGHBORHOOD COMMERCIAL
- V VILLAGE
- UV URBAN VILLAGE
- P-D PLANNED UNIT DEVELOPMENT
- RESIDENTIAL MIXED USE
- C-1 RETAIL COMMERCIAL
- C-2 GENERAL COMMERCIAL
- C-R COMMERCIAL RESIDENTIAL
- C-T COMMERCIAL TRANSPORTATION
- I-1 LIGHT INDUSTRIAL
- C - ZONING WITH CONDITION

NOTE: Addresses and parcel boundaries are based on data provided by the Fulton County Tax Assessors Office and are not guaranteed by the City of Hapeville to be accurate.



Alan Hallman, Mayor
December 2, 2008

Alice Shepard, City Clerk

Paul Koster, City Attorney