



CITY OF WALNUT GROVE
January 12, 2023 7:00 PM
1021 PARK STREET MUNICIPAL BUILDING
MAYOR AND COUNCIL

Council Meeting Minutes

ELECTED OFFICIALS PRESENT:

Mayor - Mark Moore
Council Members -
Linda Pilgrim
Stephanie Moncrief
Erica Miles

STAFF PRESENT:

City Clerk - Dawn Lummus
City Attorney - Tony Powell
Assistant Attorney - Jay Crowley
Public Works - Brian Pilgrim

OTHERS PRESENT: Dana Seger, Kim Moore, Eric Taylor, David Johnson
Amie & Chris Johnson

- I. CALL TO ORDER - Mayor Mark Moore**
- II. INVOCATION – Tony Powell**
- III. PLEDGE OF ALLEGIANCE – All Participated**
- IV. ROLL CALL – Mayor Moore stated that everybody is here and announced the resignation of council member Jon Dial for personal reasons.**
- V. AGENDA APPROVAL - Mayor Moore stated that he has some amendments to the agenda. One is an executive session based upon land purchases and personnel. He said, "I'm also going to ask for these two, and we can talk about it and then if we decide not to take action we can so do, but under new business, add item 5. I'd like to add request for proposal of a master plan by planning and zoning that will be item 5. Item 6 will be the potential rezone of Forest Glen subdivision from R1 to R3. That will be item 6 under new business." The Mayor asked for a motion to approve the new agenda. Council member Linda Pilgrim made motion to approve amendments. There was not a second. The Mayor called for discussion. Council member Erica Miles stated that she wanted more discussion on the Forest Glen rezoning and the RFP and council member Stephanie Moncrief agreed. The Mayor removed items 5 & 6 from the amended agenda and only added the executive session. Council member Erica Miles made motion to approve amendment. Council member Linda Pilgrim seconded. Passed unanimously.
Council member Pilgrim made motion to approve the agenda. Council member Miles seconded. Passed unanimously.**
- VI. CONSENT AGENDA - Council member Stephanie Moncrief made motion to approve. Council member Erica Miles seconded. Passed unanimously.**

1. Minutes

A. December 8, 2022, Council Meeting Minutes

2. Financials

3. Invoices over \$5000

A. Southern Sanitation

B. GMA – Workers Compensation Insurance

VII. COMMITTEE REPORTS

Community Involvement Committee – Council member Linda Pilgrim reported they had their first meeting of the new year. The park market season will begin in May and run through October. There will be a movie in the park again as well as the tree lighting in November. They are planning in March to do an employee appreciation lunch.

DDA Report – Council member Erica Miles stated that they were excited about the new master plan. The members are talking about continuing education and maybe a land acquisition project soon.

Education Involvement Committee – Council member Stephanie Moncrief had nothing to add.

VIII. PLANNING AND ZONING COMMISSION – Chairman Don Cannon was not in attendance.

IX. LIBRARY REPORT - Librarian Dana Seger commented that the one group missing out on the library is the teen population. So, starting in a couple of weeks the library will be holding Teen Lego Pizza nights and forming a team focus group to help with planning. There are some teen volunteers but there is only so much that they are allowed to do. The summer reading program is already being planned. All the programs at the library are 100% paid for by fundraising and grants. Due to all the growth in the county, there was a significant increase in the book budget. The library is serving some of Newton County and Loganville also. They love our library, so they are willing to travel. Also, there will be cleaning company coming in on Sundays to clean the library.

X. PUBLIC COMMENTS

David Johnson 876 Forrester Cemetery Rd - Mr. Johnson wanted to make the council aware that they were no longer seeking a special use permit to live on the property in their 5th wheel trailer. They are now seeking a hardship variant to the city ordinance. He plans to submit the paperwork next week to the planning and zoning committee.

Amie Johnson 804 Forrester Cemetery Rd – Ms. Johnson reminded the council that she and her husband Chris are neighbors of Mr. David

Johnson, and they were at the last month's meeting and where she was concerned with the dam on David Johnson's property. Ms. Johnson stated that last week the dam failed. She will be asking at the next planning and zoning meeting for no building permits to be issued for lots two and three, that the Highlands owns. Ms. Johnson handed photos to the council showing their lake and the dam. She also showed pictures of a ravine and sinkhole that were created by the dam, and it continues to get worse. The Mayor stated that her three minutes were up and that all she was doing was rehashing what was said last month. He said, "since you officially made this statement about the dam, then we're going to have to get back with our planning and zoning administrator and freeze all building permits until the lake is inspected by the Environmental Protection Agency, the lakes division. So, we're going to have to stop everything until that gets approved. Unfortunately, Mr. Johnson, that affects how fast we can move on your property as well."

Mr. David Johnson just wanted to clarify that they are not seeking a building permit at this point, only a hardship variance concerning the driveway issue.

XI. OLD BUSINESS - None

XII. NEW BUSINESS

- 1. Appointments - Reappointments for**
City Clerk – Dawn Lummus, Deputy Clerk – Sonya Cox,
City Attorney – Tony Powell, and Municipal Court Judge – Samuel M. Barth.
Council member Linda Pilgrim made motion to approve the reappointments.
Council member Erica Miles seconded. Passed unanimously.

- 2. Mayor Pro-Tem –** Council member Linda Pilgrim made a motion to nominate Erica Miles as mayor pro-tem. The Mayor asked for a second and there were none. Council member Stephanie Moncrief made a motion to nominate herself. Ms. Miles asked for a discussion. She stated that she does not feel comfortable taking the position. City Attorney Tony Powell explained the duties. After the discussion, the mayor stated there was a motion to elect Erica Miles as mayor pro-tem. There was no second, so he asked for another motion. Again, Ms. Moncrief nominated herself. Erica Miles seconded. Ms. Moncrief and Ms. Miles voted in favor. Council member Linda Pilgrim opposed.

- 3. Zoning Administrator -** Mayor Moore said, "I have sent out request for bids for zoning administrator and the only company that responded back with price is Bureau Veritas. One of the requirements for zoning administrator is to be at both council meetings and the planning and zoning meetings." He stated starting February 1st he would like Bureau Veritas to take over the duties as zoning administrator. City attorney Tony

Powell pointed out that depending on the dollar amount and because it is an ordinance position, he thinks it would require council approval. The mayor reported that Bureau Veritas is zoning administrator for 3 other cities. The cost per hour is \$125, there is a flat fee of \$450 to attend meetings and the hour rate will be charged if they come to a work session. The Mayor asked for a motion to approve Bureau Veritas as the zoning administrator. Council member Linda Pilgrim made the motion. There was no second. The asked if there was any discussion. Council member Moncrief asked about what the ordinance said about the pay and how many hours per week. The Mayor explained that the ordinance doesn't say anything about the pay and that the hours will just depend on the workload. It was also explained that the current zoning administrator is 2 hours, 4 hours round trip. He tries to do it with telecommunications but the networking he uses doesn't work well. Everything that is in the current zoning administrator hands, would switch the new administrator over the next 30 days. The Mayor has reached out to three or four other companies, and they would be happy to do the plan review but not the zoning administrator duties. Council member Stephanie Moncrief said, "I hesitate to, being presented with this tonight, act on it because one, we don't have a contract with information filled in. We've learned there are other companies who are available, and I know you've reached out and done your due diligence, but if we have new information that there are other companies, perhaps we can contact them, and get comparisons. So that we are truly doing what's in the best interest of the community. I understand the position that we're in as a city and that we need somebody, but I think it's important to make sure we cross our t's and dot our l's and find a couple of other people to see what their pricing is and what they offer." The Mayor replied, "the issue is that we need to do this, let's try them out for a 6-month period until we do due diligence on others. We need to make a change. Planning and zoning needs somebody to weed through this current re-zoning application. This is an amendment to the current agreement that hasn't been renewed. We do need to make a change because right now what we've got is not really working as smoothly as I like." Ms. Moncrief asked, "Do we no longer have the help of Joe? Has he said he is not helping anymore?" Mayor Moore said, "No he has not, but the fact is he can't make the meetings." Ms. Moncrief said, "Even on the phone, he can't do what he's been doing at those meeting. I'm just hesitant to just take action on this when this is first being presented and we have new information, and this is an expense and it may not be as much the engineering firm that we're using now, but I still think we need to do our due diligence and find some other companies who can offer this type of work also." Council member Linda Pilgrim commented that she thinks a change is needed. She said, "the city needs somebody that can be here to help, and not wait another month. I believe that we should go with Bureau Veritas as they are already working for the city, then if it does not work at, look elsewhere. One of the issues is we tend to get into analysis paralysis, and we kick things around. We talk and talk and talk and we never see any movement. We never see anything happen. So, I would just like to have somebody on board that

can be here at our meetings that can explain things to us because we don't know everything, and they are already doing code enforcement for us and our building inspections for us. I don't see a problem with them taking on our zoning administration." Ms. Moncrief stated she's not against bringing on someone who has an engineering degree. She commented this is just the first time it's been presented to us. The Mayor commented that is false as they have been talking about replacing Precision Planning and the duties for six months. He has done his due diligence looking for the best people for this position. Ms. Moncrief replied by stating this is the first time they have heard about Bureau Veritas and she does not agree with analysis paralysis. The Mayor called for a motion to approve Bureau Veritas as the zoning administrator. Linda Pilgrim approved the motion as stated. There was no second, motion died.

- 4. Special Election** – The City Clerk Dawn Lummus explained the next special election would be held on June 20 and qualifying runs two months prior to that. Then the same party would have to qualify in August if they chose to run in the November election. She explained that Walton County handles the City's election. The cost for a special election would run about \$10,000. There was discussion about appointing someone or if the City is required to hold a special election. Per the charter, if it is within 6 months of the end of their term, someone can be appointed. If it is more than 6 months a special is held if it is convenient. The City Attorney suggested changing the charter to 18 months. The Mayor asked for a motion to table this item and move it to the February council meeting. Council member Erica Miles made the motion. Council member Linda Pilgrim seconded. Passed unanimously.

XIII. REPORTS

- 1. Public Works Report** - Public Works Director Brian Pilgrim reported all the Christmas decorations are down and have been put away. He was able to purchase new decorations for the Christmas tree at 50% off for next year. During bad weather days the guys have built bird houses for the park and city hall to replace the old ones. They also busted up the concrete at the roundabout in order to plant a Japanese maple tree there and the roundabout on Walnut Grove Parkway. Everything else is just maintenance and keeping trash picked up.
- 2 . Clerk 's Report** - City Clerk Dawn Lummus stated that Municipal Court Clerk Sonya Cox reported there were 3 tickets from the Georgia State Patrol and 9 from Walton County. There was not court held in December due to the holidays, so the January calendar is larger than normal. She explained what is needed to become a Tree City and an Ethics City.

3. Mayor's Report - Mayor Mark Moore reported that Falcon Design is doing specifications for the Emerald Cove paving issue. Once that's done it will go out for bid. He hopes to have a spec sheet for what it is going to take to reface the front of the public works building and hope to get the bid out this month. The city has the Town Center final concept from Northeast Georgia Regional and hopes to present it next month to the public. The sewer plant is still in the permit process. With the help of North Georgia Regional Commission, the property annexations have been sent to the Georgia Department of Community Affairs and the Georgia Annexations Department.

XIV. TOWN HALL – Amie Johnson commented that it was news to her that the planning and zoning along with the council signed off on these items. The mayor explained that all permits go to the zoning administrator for approval, If needed it goes to planning and zoning for their review, an ad for public hearing is run if it is needed, then if planning and zoning approves it then it goes to council. City Attorney Tony Powell explained filing a variance request. The Mayor cautioned about approving a variance because once you do one, then everybody gets the same variance. Ms. Johnson goes back to the subdivision of the property again. The Mayor explained that the property was zoned agricultural and the city did not know the intent of what the property owner was going to do with the property. He explained there are ordinances in place if they wanted to build on the lots. There was a discussion with the Highlands, and they said they have a plan for it.

XV. COUNCIL COMMENTS

Council member Erica Miles thanked everyone for coming out tonight.

Council member Linda Pilgrim had no comment.

Council member Stephanie Moncrief had no comment.

XVI. EXECUTIVE SESSION

1. Land Acquisition

2. Personnel/Legal Issues

Council member Linda Pilgrim made motion to go into executive session. Council member Erica Miles seconded. Passed Unanimously.

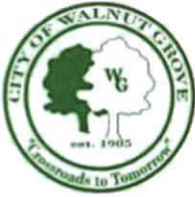
XVII. ADJOURN – Council member Stephanie Moncrief made motion to adjourn.
Council member Erica Miles seconded. Passed unanimously.

Respectfully submitted,

Dawn Lummus,
City Clerk

Approved,

Mark Moore,
Mayor



CITY OF WALNUT GROVE
January 26, 2023 10:00 AM
1021 PARK STREET MUNICIPAL BUILDING
MAYOR AND COUNCIL

Council Work Session Minutes

ELECTED OFFICIALS PRESENT:

Mayor - Mark Moore
Mayor Pro Tem - Stephanie Moncrief
Council Members -
Linda Pilgrim
Erica Miles

STAFF PRESENT:

City Clerk - Dawn Lummus
City Attorney - Tony Powell
Assistant Attorney - Jay Crowley
P & Z Chairman - Don Cannon

OTHERS PRESENT: Russ Butcher, Rachel Davis, Terrill Albright,
Cynthia Head, Paul Jones

- I. **CALL TO ORDER** - Mayor Mark Moore
- II. **INVOCATION** - Russ Butcher
- III. **PLEDGE OF ALLEGIANCE** - All Participated
- IV. **ROLL CALL** - Everyone Present
- V. **AGENDA APPROVAL** - Council member Stephanie Moncrief asked about that special election not being on the agenda. It was explained that during the last council meeting the vote was to move it to the next council meeting. Erica Miles asked about adding an executive session concerning land acquisition. There was discussion between Mayor Moore and City Attorney Powell concerning if an executive session can be added to a work session. The Mayor is under the understanding it can only be added to a council meeting and Mr. Powell says it can come off a work session. Mr. Powell has been asked to look into and put it in writing. Erica Miles made a motion to amend the agenda to add an executive session to discuss land acquisition. Council member Moncrief seconded. Passed unanimously. Council member Moncrief made a motion to amend the agenda by adding item C under Old Business, Special Election. Erica Miles seconded. Passed unanimously. Council member Moncrief inquired about the no building permits moratorium. City Attorney Tony Powell suggested it might be something for an executive session. Mayor Moore replied that to discuss a moratorium it needs to be advertised on the agenda for transparency by our city government Mayor Moore asked if the council would in the future, submit all agenda items prior to the meeting by the Friday before. Mayor Moore called for a motion to approve amended agenda, Stephanie Moncrief made the motion, Erica Miles seconded the motion. Passed unanimously.
- VI. **OLD BUSINESS**
 - A. Zoning Administrator - Stephanie Moncrief asked did a RFP got out with the scope of things to be done. Mayor Moore said there was a request for proposal for a zoning administrator duties as it relates to our

ordinance duties of the zoning administrator. Discussion followed regarding Bureau Veritas and Precision Planning. It is a requirement that the zoning administrator attend all planning and zoning meeting and council meeting/work sessions as requested. The Mayor said that this would be moved over to February's agenda for consideration.

- B. Sign Ordinance - Jay Crowley said there are fatal flaws in your sign ordinance and other legal issues. You can not regulate content it is a freedom of speech, you can regulate type and size of signs and where they are located but, you cannot regulate content. Your current ordinance had some language that is regulating content. It is in your planning and zoning ordinance so it will have to advertised and go through the process.
- C. Special Election - Attorney Tony Powell explained the process of holding a special election and the cost involved. He believes we could have a called election in March. He did state that there are two other cities who are calling for a special election but not holding it until November. He explained about changing the charter by home rule to give 18 months to appoint someone if a council member resigns time instead of 6 months. Mr. Powell recommends advertising for a special called meeting and holding it in November.

VII. NEW BUSINESS

- A. Animal Control Ordinance- Jay Crowley explained that Walton county wanted the ordinance to be the same all across the county for service they are providing. They just want them to all be the same so when they send their people out there they are doing the same thing. The change has to do with tethering of animals in front yards and stuff. This does not have to go before planning and zoning. Mayor Moore said that we would put this on the next agenda.
- B. RFP for Master Plan- Don Cannon started out by answering some questions that came to him last week. The first one was that the budget was not included in the document. It is not as they did not consider it they just didn't feel that it was not necessary. They feel that the planners and consultants would determine their own cost and recommendations and it would be on the bids that come back to them. The next one dealt with collaborative effort. They have not yet addressed that particular aspect of it. They do plan to introduce a framework or a steering/vision committee that would consist of the planning commission, a member of city council appointed by the mayor, a member of the DDA appointed by the DDA, and those seven members select two property owners who are not affiliated with the city council, DDA or the planning commission. The next item deals with the timing or the mail out and the 14 days was a bit on the ambitious side but was in keeping with the desire to get this matter underway as soon as possible. Mr. Cannon would not find any objection if you decided to change that to 28 days. The next question was is there a time period for asking questions, clarifying expectations and etc. Mr. Cannon answered by expressing that he did not feel the need since these are professionals. There was discussion about where the money was coming from and the Mayor wanted to make it clear that he would not build this into the city's yearly budget.
- C. Rezoning for Forest Glen Subdivision - Mayor Moore recommended

possibly changing the required square footage to 800 and to accommodate tiny homes. Council member Erica Miles discussed with the council the process of mobile homes being retired (retiring the title) and being considered real property by the homeowner filing a T234 or a certificate of permanent location so they will pay property taxes on the actual dwelling.

- D. DDA Appointment of Applicants - Terrill Albright and Rachel Davis expressed their interest in becoming a DDA member. Both were questioned and seem very well qualified, Don Cannon expressed that Bobby Moncrief had shown an interest for the planning and zoning commission. Mayor Moore expressed that he though with her experience Ms. Davis would be an excellent addition to the Planning and Zoning committee.
- E. OPEN RECORDS-Mayor Moore explained that since he took his training seven years ago the laws have changed. Specifically whether or not council members can communicate by email and not be in violation of the opening meeting/Sunshine Laws. In the past this is how we where trained and I am going to discuss this with Tony, was that it was a no no to talk about or discuss anything in an open public format as we are right now. We cannot meet as a quorum, it always has to be open to the public. In the years passed emails were considered a meeting. Regardless or not you where holding it in person or digitally it was considered a meeting. After discussing this with Tony he seems to think that the law has changed and he gave me a few ordinances which I don't agree with. I think it is going to come back to bite us and cause us some challenges. He also wanted to make clear that if there is back and forth discussion, the email will be added to the agenda packet. Items that need to be placed on the agenda need to be submitted by the Friday before the meetings. He just wants to be in compliance with the law.

VII. Executive Session - Council member Stephanie Moncrief made a motion to go into executive session. Erica Miles seconded. Passed unanimously. Council member Linda Pilgrim made a motion to adjourn, Erica Miles seconded. Passed unanimously.

VII. ADJOURN - Council member Stephanie Moncreif made a motion to adjourn, Erica Miles seconded. Passed unanimously.

Respectfully submitted,

City Clerk

Approved

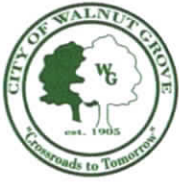
Mark Moore,
Mayor

City of Walnut Grove

Balance Sheet

As of February 3, 2023

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
11.1100 Cash in Bank - General Fund	612,252.87
11.1101 Money Market - General Fund	621,272.93
11.1102 Cash in Bank - 2013 SPLOST	0.00
11.1103 Cash in Bank - 2019 SPLOST	361,007.06
11.1104 Cash in Bank - Sewer Operating Account	20,130.61
11.1105 Money Market - Sewer	1,269,145.09
11.1111 Cash in Bank - DDA	91,455.20
Total Bank Accounts	\$2,975,263.76

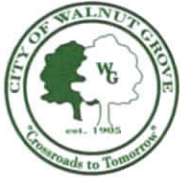


City of Walnut Grove

Budget vs. Actuals: FY 2023 - FY23 P&L Classes

July 2022 - June 2023

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
31.1000 Property Taxes	256,377.41	210,000.00	46,377.41	122.08 %
31.1310 Title Ad Valorem - TAVT	26,020.83	35,000.00	-8,979.17	74.35 %
31.1315 Motor Vehicle Tax	1,761.13	2,500.00	-738.87	70.45 %
31.1340 Intangible Tax	4,410.16	6,000.00	-1,589.84	73.50 %
31.1600 Real Estate Transfer Tax	2,114.13	1,250.00	864.13	169.13 %
31.1710 Franchise Tax - Electric	71,611.98	60,000.00	11,611.98	119.35 %
31.1730 Franchise Tax - Gas	3,509.74	3,000.00	509.74	116.99 %
31.1750 Franchise Tax - Cable	8,947.82	9,000.00	-52.18	99.42 %
31.1760 Franchise Tax - Telephone	692.41	2,500.00	-1,807.59	27.70 %
31.3100 Local Option Sales Tax	175,683.44	220,000.00	-44,316.56	79.86 %
31.4200 Alcohol Excise Tax	58,311.21	80,000.00	-21,688.79	72.89 %
31.6200 Insurance Premium Tax		105,000.00	-105,000.00	
31.8000 Other Taxes		500.00	-500.00	
31.9000 Penalties and Interest on Delinquent Taxes	80.11		80.11	
32.1110 Alcohol Licenses - Beer	750.00	1,250.00	-500.00	60.00 %
32.1120 Alcohol Licenses - Wine	750.00	1,000.00	-250.00	75.00 %
32.1130 Alcohol Licenses - Liquor	1,700.00	3,400.00	-1,700.00	50.00 %
32.1200 Business License	10,502.50	10,000.00	502.50	105.03 %
32.2200 Building Permits and Inspections	4,512.62	50,000.00	-45,487.38	9.03 %
32.2990 Other Permits	1,590.00	500.00	1,090.00	318.00 %
32.4000 Late Fees	550.00		550.00	
34.1100 Court Services	1.00		1.00	
34.7000 Recreation Income	840.00	5,000.00	-4,160.00	16.80 %
34.9999 Other Charges	111,029.05	850.00	110,179.05	13,062.24 %
35.1000 Fines and Forfeitures	26,732.00	35,000.00	-8,268.00	76.38 %
35.1010 Fines and Forfeitures - Other	1,958.00		1,958.00	
35.1020 Court Fees - Other	5,681.00	1,500.00	4,181.00	378.73 %
36.1000 Interest Revenue	285.97	500.00	-214.03	57.19 %
38.9999 Miscellaneous Revenue	3,881.71	1,000.00	2,881.71	388.17 %
Total Income	\$780,284.22	\$844,750.00	\$-64,465.78	92.37 %
GROSS PROFIT	\$780,284.22	\$844,750.00	\$-64,465.78	92.37 %
Expenses				
51.1100 Salaries and Wages	106,655.66	196,900.00	-90,244.34	54.17 %
51.2100 Group Insurance	7,944.00	21,000.00	-13,056.00	37.83 %
51.2200 Payroll Taxes - Social Security	9,581.80	11,500.00	-1,918.20	83.32 %
51.2210 Payroll Taxes - Medicare		3,150.00	-3,150.00	
51.2215 Payroll Taxes - Federal Unemployment	201.55	300.00	-98.45	67.18 %
51.2220 Payroll Taxes - State Unemployment		4,250.00	-4,250.00	
52.1100 Court Software	1,232.94	3,000.00	-1,767.06	41.10 %

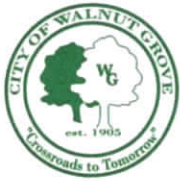


City of Walnut Grove

Budget vs. Actuals: FY 2023 - FY23 P&L Classes

July 2022 - June 2023

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
52.1300 IT Services	5,687.09	10,000.00	-4,312.91	56.87 %
52.2110 Solid Waste Collection	38,768.40	85,000.00	-46,231.60	45.61 %
52.2200 Repairs and Maintenance	3,920.72	15,000.00	-11,079.28	26.14 %
52.2210 Repairs and Maintenance - Vehicles	739.88	15,000.00	-14,260.12	4.93 %
52.2220 Repairs and Maintenance - Streets, Roads and Bridges	250.38	10,000.00	-9,749.62	2.50 %
52.2240 Professional Services	24,490.00	15,500.00	8,990.00	158.00 %
52.2241 Professional Services - Engineering	18,846.54	90,000.00	-71,153.46	20.94 %
52.2242 Professional Services - Accounting	10,477.49	35,000.00	-24,522.51	29.94 %
52.2243 Professional Services - Legal	28,012.84	51,000.00	-22,987.16	54.93 %
52.2244 Professional Services - Security		2,000.00	-2,000.00	
52.2250 Facility and Grounds Maintenance	2,170.27	15,000.00	-12,829.73	14.47 %
52.2260 Liability Insurance		25,000.00	-25,000.00	
52.3000 Cleaning Services	225.00		225.00	
52.3200 Communications - Telephone	9,266.30	13,300.00	-4,033.70	69.67 %
52.3200 Communications - TelephoneWire	1,782.50	1,000.00	782.50	178.25 %
52.3300 Advertising	1,487.50	2,500.00	-1,012.50	59.50 %
52.3500 Travel	1,060.20	1,500.00	-439.80	70.68 %
52.3600 Dues and fees	1,420.33	3,000.00	-1,579.67	47.34 %
52.3610 Bank Charges	388.80	750.00	-361.20	51.84 %
52.3700 Training and Education	2,290.08	20,000.00	-17,709.92	11.45 %
52.3850 Contract Labor	1,425.00	5,000.00	-3,575.00	28.50 %
52.3900 Other Expenses	3,903.36	3,500.00	403.36	111.52 %
53.1100 Cleaning Supplies	71.98	500.00	-428.02	14.40 %
53.1110 Office Supplies	2,466.62	3,600.00	-1,133.38	68.52 %
53.1115 Pavilion Rental Expenses		650.00	-650.00	
53.1120 Postage	756.00	1,000.00	-244.00	75.60 %
53.1130 General Supplies - Other	816.81	3,000.00	-2,183.19	27.23 %
53.1140 Community Support/Events	4,185.80	5,000.00	-814.20	83.72 %
53.1210 Utilities - Water	2,228.82	1,500.00	728.82	148.59 %
53.1220 Utilities - Gas	492.75	1,000.00	-507.25	49.28 %
53.1230 Utilities - Electricity	22,561.94	35,000.00	-12,438.06	64.46 %
53.1270 Gas, Oil, Diesel	4,941.71	10,000.00	-5,058.29	49.42 %
53.1700 Other Supplies	1,036.11		1,036.11	
53.9999 Miscellaneous Expenditures	767.93	2,500.00	-1,732.07	30.72 %
54.1400 Capital outlay - Roads Streets and Bridges		13,000.00	-13,000.00	
54.2500 Equipment	65.98	3,500.00	-3,434.02	1.89 %
54.2600 New Construction		70,000.00	-70,000.00	
57.1000 Other Business Expenses	29.23	500.00	-470.77	5.85 %
57.3000 Library		60,000.00	-60,000.00	
57.3300 Peace Officer Annuity/Benefit Fund	1,545.73	2,500.00	-954.27	61.83 %



City of Walnut Grove

Budget vs. Actuals: FY 2023 - FY23 P&L Classes

July 2022 - June 2023

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
57.3320 Crime Lab Fees		50.00	-50.00	
57.3340 Drivers Ed/Training Fund		50.00	-50.00	
57.3370 Drug Abuse Treatment and Education		1,750.00	-1,750.00	
57.3375 County Jail Fund	1,042.25	2,000.00	-957.75	52.11 %
57.3380 Peace Officer - Prosecutor's Fund		1,500.00	-1,500.00	
57.3385 Local Victim Assist. Fund	779.93	1,500.00	-720.07	52.00 %
57.3390 GA Crime Victims Assist. Program		500.00	-500.00	
57.3391 Peace Officer - Prosecution Indigent Fund		3,500.00	-3,500.00	
57.3392 Sheriff's Retirement Fund of GA	123.75	500.00	-376.25	24.75 %
57.3393 GSCCCA Payouts	3,686.85	6,000.00	-2,313.15	61.45 %
57.4000 Walton County Board of Commissioners	6,762.40		6,762.40	
58.1000 Debt Service - Principal	20,962.27	36,000.00	-15,037.73	58.23 %
Reimbursements	5,830.46		5,830.46	
Total Expenses	\$363,383.95	\$925,750.00	\$-562,366.05	39.25 %
NET OPERATING INCOME	\$416,900.27	\$-81,000.00	\$497,900.27	-514.69 %
Other Expenses				
61.3121 Transfer Out	20,000.00		20,000.00	
Total Other Expenses	\$20,000.00	\$0.00	\$20,000.00	0.00%
NET OTHER INCOME	\$-20,000.00	\$0.00	\$-20,000.00	0.00%
NET INCOME	\$396,900.27	\$-81,000.00	\$477,900.27	-490.00 %

Line	Description	Amount	Balance
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Azalea Regional Library System

1121 East Avenue
Madison, GA 30650

Phone: (706)-342-4974

INVOICE	
Invoice Date	1/10/2023
Invoice ID	109-23-001
Amount Due	\$ 60,000.00

CUSTOMER	SHIP TO
----------	---------

CITY OF WALNUT GROVE
2581 Leone Avenue
Loganville, GA 30052

Customer ID	Customer PO No.	Order Date	Shipped Via		FOB
70	n/a	1/10/2023			
Terms	Due Date	If Paid By	Deduct	Sold By	
Net 10	1/20/2023	n/a	\$0.00		

Item No.	Description	Qty.	Unit	Unit Price	Discount	Extended Price
1	City of Walnut Grove Revenue FY 2023 Annual Invoice	1.00				\$ 60,000.00

RECEIVED
JAN 17

Fiscal Year 2023 Annual Invoice

Subtotal	\$ 60,000.00
Sales Tax	n/a
Total	\$ 60,000.00
Total Due	\$ 60,000.00

SOUTHERN SANITATION
P.O. BOX 815
GRAYSON, GA. 30017
770-554-6450

City of Walnut Grove
2581 Leone Avenue
Loganville, Ga. 30052

RECEIVED
FEB - 3

2-1-2023

Residential Monthly Waste Service
February 2023

576 (\$12.00)

\$6912.00

Total Amount Due

\$6912.00

Account due by 2-15-2023
Thank you for your business.



The following is hereby accepted as an amendment to Attachments A and B of the Professional Services Agreement between Bureau Veritas North America, Inc. and the City of Walnut Grove, Georgia, dated March 10, 2022 by revising the scope and fee language as specified below.

SCOPE OF SERVICE

Planning and Zoning Administration

Administrative and consulting services shall be provided as needed to assist the City in making decisions in new land use/development proposals, zoning and city ordinances, and building construction. BVNA will assist in analyzing projects for compliance with the City's general plan, zoning ordinance, subdivision ordinance, design guidelines and applicable specific plans. BVNA will assist in review and process of ministerial applications and discretionary entitlements, such as: Plan Checks, Zoning Clearances, Sign Permits, Use Permits, Variances, Design Review, Tentative Maps, and General Planning and Zoning Amendments. The City is the final interpretive authority.

FEE SCHEDULE

Planning and Zoning Administration

Hourly (short term)

For Planning and Zoning Administration services, BVNA will invoice the client at a rate of \$125.00 per hour.

Meetings after Normal Business Hours

For meeting attendance scheduled after normal business hours of Monday - Friday 8:00am - 5:00pm, BVNA will invoice the client at a flat rate of \$550.00.

City of Walnut Grove, Georgia

Bureau Veritas, North America, Inc.

By: _____

By: Hal Chitwood

Title: _____

Title: Operations Manager

Signature: _____

Signature: _____

Date: _____

Date: _____



January 25, 2023

Mayor Mark Moore
City of Walnut Grove
2581 Leone Avenue
Walnut Grove, GA 30052

**RE: Proposal for Planning Consultation Services
City of Walnut Grove, Georgia**

Mayor Moore:

Per our recent discussions, Precision Planning, Inc. (*PPI*) is pleased to present this proposal to the City of Walnut Grove (*City*) for Planning Consultation Services.

PROJECT UNDERSTANDING AND APPROACH

The City of Walnut Grove desires for a professional planner to attend Planning Commission and City Council work sessions and meetings, as required, to provide planning and zoning assistance for property rezonings, text amendments, map amendments, variances and other planning decisions to be made by the City.

Based on our understanding of the project, we have developed the following Scope of Work.

SCOPE OF WORK

Planning Consultation Services

Hourly

PPI will provide a professional planner to attend the monthly City Council meeting, the monthly Planning and Zoning Commission meeting, and the monthly City Council work sessions as requested by the City. This scope will also include preparatory time for the meetings and consultation with City officials prior to, and after the meetings as needed. We are prepared to attend other meetings as requested by the City specifically related to planning and zoning matters.

COMPENSATION

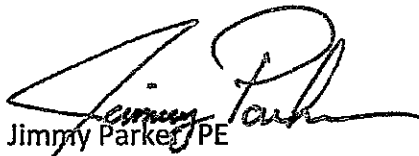
PPI will provide hourly plan review services in accordance with our Standard Hourly Rates (see attached). Services will be invoiced on a monthly basis.

A copy of our Standard General Conditions and Standard Hourly Rates are attached and hereby made a part of this proposal. Work will be invoiced on a monthly basis, based on the percentage of work complete.

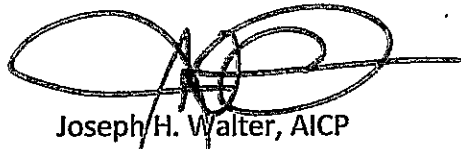
Mayor Mark Moore
City of Walnut Grove, Georgia
January 25, 2023
Page 2

Again, we appreciate the opportunity to provide this proposal for planning consultation services and look forward to assisting the City of Walnut Grove. If you find the scope, terms and fee acceptable, please sign in the space provided, initial each page, and return one original copy for our files. Should you have any questions or comments regarding this proposal, please do not hesitate to call us at 770-468-8096.

Sincerely,



Jimmy Parker, PE
Executive Vice President



Joseph H. Walter, AICP
Sr. Associate, Principal Planner

Attachment: Standard Hourly Rates
Standard General Conditions

Authorization given this _____ day of

_____, 2023

By: _____

Title: _____

2022 CIVIL STANDARD HOURLY RATE SCHEDULE

Executive Vice President	\$225.00/Hour
Principal-in-Charge.....	\$225.00/Hour
Senior Principal	\$185.00/Hour
Principal.....	\$160.00/Hour
Senior Project Manager	\$150.00/Hour
Project Manager.....	\$135.00/Hour
Senior Project Engineer.....	\$125.00/Hour
Senior Landscape Architect.....	\$110.00/Hour
Landscape Architect.....	\$90.00/Hour
Principal Planner	\$125.00/Hour
Planner	\$85.00/Hour
Project Engineer.....	\$95.00/Hour
Senior Designer	\$110.00/Hour
Designer	\$95.00/Hour
Senior Engineering Technician	\$85.00/Hour
Engineering Technician	\$80.00/Hour
CADD Drafter.....	\$60.00/Hour
Project Administrator.....	\$90.00/Hour
Senior Project Assistant	\$80.00/Hour
Project Assistant.....	\$60.00/Hour
Construction Observer	\$100.00/Hour
Senior Survey Manager.....	\$150.00/Hour
Survey Manager.....	\$125.00/Hour
Registered Land Surveyor (RLS).....	\$150.00/Hour
Survey Coordinator	\$100.00/Hour
Survey Technician	\$90.00/Hour
Surveying Crew.....	\$175.00/Hour

STANDARD GENERAL CONDITIONS

- A. In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by Precision Planning, Inc., the Owner/Client agrees that all such electronic files are instruments of service of Precision Planning, Inc., who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights.

Intelligent data, including but not limited to Building Information Modeling (BIM) and 3D Grading/Surface Modeling, are instruments of service. When transmitted, this data shall be for the sole purpose of visualization of design ideas by the Owner/Client and shall not constitute or supplement the contract documents. Differences may exist between these models and the corresponding hard copy contract documents, and Precision Planning, Inc. makes no representation about their accuracy or completeness.

The Owner/Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Owner/Client agrees not to transfer these electronic files to others without the prior written consent of Precision Planning, Inc. The Owner/Client further agrees that Precision Planning, Inc. shall have no responsibility or liability to Owner/Client or others for any changes made by anyone other than Precision Planning, Inc. or for any reuse of the electronic files without the prior written consent of Precision Planning, Inc.

In addition, the Owner/Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Precision Planning, Inc., its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than Precision Planning, Inc. or from any use or reuse of the electronic files without the prior written consent of Precision Planning, Inc..

Under no circumstances shall delivery of electronic files for use by the Owner/Client be deemed a sale by Precision Planning, Inc., and Precision Planning, Inc. makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Precision Planning, Inc. be liable for indirect or consequential damages as a result of the Owner/Client's unauthorized use or reuse of the electronic files.

- B. There shall be no assignments of any portion of the work as described within the above proposal or during any phase of the work without the written consent by Precision Planning, Inc. There shall be no disclosures of the scope of services and/or fees, as outlined within this proposal, to any third parties without the written consent of Precision Planning, Inc. There shall not be any re-use or reproduction of this proposal or design documents without the written consent of Precision Planning, Inc.
- C. Our professional services shall be performed, our findings obtained, and our recommendations prepared in accordance with generally accepted planning, engineering, land surveying, architectural and landscape architectural practices. This warranty is in lieu of all other warranties either implied or expressed. Precision Planning, Inc. assumes no responsibility for interpretation made by others based upon the work or recommendations made by Precision Planning, Inc.

- D. In recognition of the relative risks and benefits of the Project to both the Owner/Client and Precision Planning, Inc., the risks have been allocated such that the Owner/Client agrees, to the fullest extent permitted by law, to limit the liability of Precision Planning, Inc. and its officers, directors, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of Precision Planning, Inc. and its officers, directors, employees, shareholders, owners and subconsultants shall not exceed \$50,000 or the amount of Precision Planning, Inc.'s total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action, including without limitation active and passive negligence, however alleged or arising, unless otherwise prohibited by law. In no event shall the Consultant's liability exceed the amount of available insurance proceeds.

If Owner/Client prefers to have higher limits of professional liability, the limits can be increased to a maximum of one million (\$1,000,000.00) dollars upon Owner/Client's written request at the time of acceptance of this proposal provided that the Owner/Client agrees to pay an additional consideration of ten percent (10%) of the total fee or \$1,000.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not a charge for additional professional liability insurance.

- E. Precision Planning, Inc. agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner/Client, its officers, directors and employees (collectively, Owner/Client) against all damages and liabilities, to the extent caused by Precision Planning, Inc.'s negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Precision Planning, Inc. is legally liable.

The Owner/Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Precision Planning, Inc., its officers, directors and employees and subconsultants (collectively, Precision Planning, Inc.) against all damages and liabilities, to the extent caused by the Owner/Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Owner/Client is legally liable.

Neither the Owner/Client nor Precision Planning, Inc. shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

- F. In the event the Owner/Client makes a claim against Precision Planning, Inc. at law or otherwise, for an alleged error, omission or other act arising out of the performance of our professional services, and the Owner/Client fails to prove such claim, then the Owner/Client shall bear all cost incurred by Precision Planning, Inc. in defending itself against such claim(s). The reciprocal of this clause (i.e., a claim made by Precision Planning, Inc. against the Owner/Client where failure of proof of claim is established, financial responsibility for Owner/Client's defense shall rest upon Precision Planning, Inc.) is hereby made a part of this agreement.
- G. It is understood and agreed that Precision Planning, Inc. shall not be held responsible for any inaccuracies in any materials, data or records of any other person, firm or agency which are provided to it and/or may be utilized by it in the performance of specific services.

- H. Reimbursable expenses including mileage, photographic enlargements, reductions and reproduction, blueprinting, and courier services shall be billed at a rate of actual cost times 1.1. When overnight stay is required, it shall be billed as actual subsistence cost times 1.1.

NOTE: No back-up data or copies of bills will be provided for reimbursable expenses invoiced under this agreement. Should back-up data be requested, it will be provided for an administrative fee of \$100.00 per monthly invoice requiring verification, plus \$1.00 per copy of back-up data provided.

- I. In the event additional services beyond the scope of work listed above are required by Owner/Client, Precision Planning, Inc. shall perform these services for an amount equal to normal hourly charges on work actually performed upon receipt of an approved Change Order signed by both parties. Precision Planning, Inc. shall submit monthly invoices for services outlined in this agreement. Payment is due upon receipt of invoice. Finance charges of one and one-half percent (1.5%) will be added to any unpaid balance at the end of thirty (30) days (APR 18%).
- J. The Owner/Client or Precision Planning, Inc. may terminate this Agreement without penalty upon giving the other party ten (10) calendar days' notice in writing. In the event either party terminates for convenience, the Owner/Client shall pay Precision Planning, Inc. within seven (7) calendar days of receipt of Precision Planning, Inc.'s invoices for all services rendered and all reimbursable costs up to the date of termination. In addition, the Owner/Client shall pay Precision Planning, Inc. for all expenses reasonably incurred by Precision Planning, Inc. in connection with the orderly termination of this Agreement, including but not limited to associated overhead costs and all other expenses directly resulting from the termination. In the event government regulations are amended or changed in any way, or if the services outlined in this proposal have not been authorized within thirty (30) days of the date of this proposal, fees quoted are subject to renegotiation.
- K. Services required by unexpected events which are outside Precision Planning, Inc.'s reasonable control including, but not limited to, services resulting from extended schedules shall be compensated as additional services.

Draft

**REQUEST FOR PROPOSALS
CITY OF WALNUT GROVE, GEORGIA
MASTER PLAN – 2023**

RFP POSTED -

Response Due: (___ days)

The City of Walnut Grove GA recognizes that there is a great opportunity for the development and promotion of a “Town Center” and other enhancements in our city. Therefore, the city seeks proposals from qualified firms for professional planning services to lead the development of a master plan to guide and set a positive course of action as it undertakes efforts to attract and manage growth over the next 5 and 10 year periods.

BACKGROUND:

Walnut Grove is a community of approximately 1500 citizens. It started as a Stagecoach outpost in the late 1700s and was incorporated as a city on August 5 1905. It is located approximately 40 miles from downtown Atlanta. Its center is a heavily traveled crossroads in West Walton County and is squarely in the path of growth. This location has become a target for development, both residential and commercial.

VISION AND SCOPE

While providers are encouraged to be creative and propose a vision they believe best serves the City of Walnut Grove. However, the following elements must be included:

Vision and Goals. Establish a broad community vision as well as identify those topic areas prioritized by stakeholder based public input. Each topic area should be supported by a goal, objective and/or policy statement(s) that serve to organize the recommendations detailed in the plan.

Current Conditions Analysis. Gather and analyze necessary baseline data including, but not limited to demographics, existing land use and zoning, current housing, infrastructure and market data. Review existing relevant planning documents.

Land use Plan. Review the City’s future land use plan and recommend revisions for future rezoning actions and zoning code updates. The plan should consider the Current Conditions data that impact land use including, but not limited to economic data, infrastructure capacity, and environmental factors. The plan should include both maps and policies that promote quality development and beneficial long-term use of land in the city.

Economic Development. Propose those policies and strategies, consistent with the City’s land use goals, projected to result in growth of the local economy, creating new tax revenues, and employment opportunities.

Housing. Analyze existing and forecasted housing needs and identify policies and programs for the preservation of existing neighborhoods and development of housing that provides opportunities for all citizens.

Public Facilities and Services. Review existing conditions, plans and guiding documents related to public facilities, utilities, infrastructure, and Parks and Recreation, particularly the proposed County Mega Park. Focus on prioritizing the recommendations as needed consistent with the future land use plan.

Implementation Strategy. Identify and prioritize specific action items necessary to achieve the plan's vision and goals. Create accountability by putting forth a detailed strategy including roles, responsibilities, and milestones.

STAKEHOLDER PARTICIPATION

The master plan should respond to the needs of all those impacted by it including residents, businesses, property owners, and other constituent groups. In addition to gathering ideas and feedback it is the City's goal to use this opportunity to increase the visibility of and excitement about planning in the community.

VISIONING COMMITTEE:

A visioning committee will be formed to assist with outreach and provide feedback throughout the planning process. Providers input into the committee's information formation is desired.

PUBLIC ENGAGEMENT AND OUTREACH:

The provider should propose specific types of engagement that will result in broad ranging participation throughout the process. We will expect this may include a combination of workshops, meetings, focus groups, social media, community events, surveys, and online tools. Non-traditional approaches are encouraged the plan should include unique branding which can be marketed throughout the planning process and beyond.

ADOPTION:

The master plan will require adoption by the City of Walnut Grove Planning Commission, the Walnut Grove Downtown Development Authority, and legislative approval by the City of Walnut Grove's Mayor and City Council.

REQUIREMENT OF PROPOSAL:

Provide the information requested below with a cover letter signed by an officer of the firm.

QUALIFICATIONS:

List the project manager and other key staff members of the project team who will be responsible for the work and the project responsibility of each. Address the specific experience of the key staff members on similar projects, including descriptions of relevant projects within the past ten years along

with project references. Describe the capacity of each staff and their ability to perform the work in a timely manner over the project timeline

SCOPE OF WORK:

Prepare a detailed scope of work that is responsive to the City's Vision and Scope. Incorporate a public engagement plan. Clearly identified the role and responsibilities of the city and or visioning committee throughout the process. Provide a draft project schedule with deliverables and milestone dates.

DELIVERABLES:

Planner/Consultant shall submit all draft reports and materials in electronic form. Copies of all presentation materials including displays in digital presentations used by the planner consultant at meeting shall be provided to the City in reproducible form. Materials for presentations and public meeting shall be presented for City review at least one week in advance of the meeting.

For final deliverables, the planner consultant shall submit electronic copies, in both an editable format and a PDF, and one loose reproducible original of the final plan and all other final printed materials including maps, charts, tables and photographs. All hard copy materials shall be on 8 1/2 inch X 11 inch paper format.

EVALUATION CRITERIA:

1. Public Engagement. Demonstrates the ability, capacity, and time commitment to engage, interact, and inform the general public about visioning efforts. (30 Points)
Strategic Planning and Placemaking. Planner/Consultant's level of experience with crafting detailed plans for other cities. Samples of such plans would be helpful. (30 Points)
2. Identity and Market Analysis. Capacity to interpret cities identity through establishment of goals/benchmarks and devise a marketing plan to achieve established goals/benchmarks. (20 Points)
3. Design Standards. Experience and capacity assisting cities develop high level design standards reflective of the cities vision. (20 Points)

CITY'S RESERVATION OF RIGHTS:

The city reserves the right to take any course of action the city deems appropriate at the city's sole and absolute discretion, which may include,

1. Waiving any defects or informalities in any proposal or processing procedure.
2. Accepting or rejecting any or all proposals or any part of any or all proposals.
3. Awarding a contract by individual line items, by group, all or none, or any other combination most advantageous to the City.
4. Canceling the RFP in part or its entirety.
5. Reissuing the RFP with or without modification.
6. Negotiating with any qualified entity.
7. Extending the deadline for proposals; or
8. Requesting additional information from any or all Planner/Consultants.

DELIVERY INSTRUCTIONS:

The Deliverables shall be delivered no later than 4:00 P.M. (EST) on January 27, 2023 to:

MAILING ADDRESS:

THE CITY OF WALNUT GROVE
2581 LEONE AVENUE
LOGANVILLE, GA 30052

OR

PHYSICAL ADDRESS:

THE CITY OF WALNUT GROVE
2581 LEONE AVENUE
WALNUT GROVE, GA 30052

ATTN: DON CANNON, CHAIR
WALNUT GROVE PLANNING COMMISSION

PROPOSALS RECEIVED AFTER THE DEADLINE REFLECTED ABOVE WILL NOT BE CONSIDERED.

MASTER PLAN
PLAN CONNECTION

With the number of stakeholders who will have an interest in the planning process there needs to be a method of disseminating information throughout the process to keep interested parties informed and allow an ongoing means to provide feedback.

1. We propose to establish *Facebook and Next Door Groups* which will allow Stakeholders and interested parties to follow the progress. Relevant information regarding the process and progress is to be posted as it becomes available.
2. A portion of each Planning Commission Meeting will be devoted to reports on the plan and for questions and answers.
3. The Mayor/City Council, DDA Members, and Planning Commissioners will be provided an email report of pertinent matters as they occur.

Adopted 12.15.22 as a recommendation to Mayor and City Council.

MASTER PLAN
INITIAL TIMELINE

12/15/22	Planning Commission adopts RFP for recommendation to Mayor/City Council
2/12/23	Presents RFP to Mayor/City Council for approval and authorization to send out RFP to selected Planners/Consultants
1/13/23	Mail RFP
1/27/23	Deadline to Receive Proposals
1/31/23	Rate Proposals
2/2/23	Interview Top 3 Planners/Consultants
2/9/23	Present Recommendation to Mayor/City Council and DDA
2/16-28/23	Convene Stakeholders Meeting with Consultant
4/28/23	First RAW Draft Due
5/6-20/23	Convene Stakeholders Meeting with Consultant
7/31/23	Tentative Date Final Report Due

While many may desire that the Master Plan be completed quickly and the proposed timeline is aggressive, it is noted that the process should not be rush to sacrifice fast and mediocre results for a quality process.

Adopted 12.15.22 as recommendation to Mayor and City Council.



MEMORANDUM

TO: Walnut Grove Planning Commission

FROM: Joe Walter, PPI 

DATE: December 14, 2022

RE: Zoning Administrator's Report

Planning Commission Members:

Due to a scheduling conflict, I will be unable to attend the December 15, 2022 meeting in person or by telephone. This document will serve as my report of some of the ongoing planning and zoning matters.

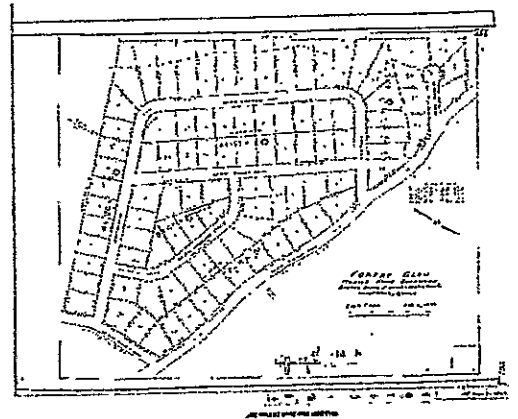
Proposed Map Amendment to R3 for Forest Glen Subdivision

In order to permit new manufactured housing, industrialized dwellings, etc. to be placed/replaced in the Forest Glen Subdivision, the zoning of the subdivision will need to be changed from R2 to R3.

The process to amend the Official Zoning Map is outlined in Article XVI of the Zoning Ordinance. To summarize:

1. The Mayor and Council will need to petition the City to amend the map. The petition could be as simple as a motion from the Mayor and Council to start the process.
2. The application or petition will need to include a legal description of the property under consideration and a drawing/plat.
3. The City will need to place an ad in the paper per Section 1603 and post a sign/sign at the entrances.
4. The Planning Commission will hold a public hearing and give a recommendation on the map amendment and then forward the recommendation to the mayor and council.
5. The Mayor and Council will hold a public hearing and render a final decision.
6. If the map amendment is approved, the Official Zoning Map will be updated

The legal description for the request may be listed as "All those lots or tracts shown on the plat for the Forest Glen Mobile Home Subdivision, dated February 6, 1970, and recorded in Plat Book 14, Page 267, Walton County records." We would need to verify with



the Mayors since the most recent zoning map shows some of those lots as not being in the City, but that may have changed.

Regarding a town hall meeting with the residents – I think that would be appropriate. I think most of their questions will revolve around property taxes and can they still use their property for the current use.

Text Amendments to the Zoning Ordinance

The proposed amendments to the text of the Zoning Ordinance regarding definition changes, etc., should also be heard in conjunction with the map amendment if possible. The text amendments will have to be advertised for the same time period as the map amendments.

~~Strikeout~~ – original text to be removed
Highlighted – next text to be added

EXHIBIT A

PROPOSED AMENDMENTS TO ARTICLE III

1. Dwelling, Single-Family. A dwelling containing one and only one dwelling unit, detached, with a minimum roof pitch greater than 4 5:12, and a roof overhang of at least one foot measured from the vertical side.

62. Industrialized Home. A dwelling unit manufactured per the Industrialized Building Act (O.C.G.A. § 8-2-1 et seq.), and the Rules of the Commissioner of the Georgia DCA issued pursuant thereto, and meeting the following development standards:
 - a) A minimum width ~~in excess~~ of twenty-eight (28) feet.
 - b) A minimum roof pitch of ~~4~~ 5:12, which means having a pitch equal to at least five inches of vertical height for every twelve inches of horizontal run. Any dwelling unit for which a building permit was obtained prior to the adoption of this Ordinance may be extended, enlarged or repaired as otherwise provided by this Ordinance with the same roof pitch as that allowed by the previous building permit.
 - c) A minimum roof overhang of ~~8~~ 12 inches is required. All roof surfaces exposed to view shall be covered with asphalt or fiberglass shingles, wood shakes or shingles, standing seam (non-corrugated tin or steel), clay tiles, slate, or similar materials.
 - d) Exterior siding consisting of wood, hardboard, vinyl, brick, masonry, or stone, comparable in composition, appearance, and durability to the exterior siding commonly used in site dwellings.
 - e) A curtain wall, un-pierced except for required ventilation and access, must be installed so that it encloses the area located under the home to the ground level. Such a wall shall have a minimum thickness of four (4) inches and shall be constructed of masonry or similar material as approved by the Zoning Administrator.
 - f) The dwelling must be placed on a permanent foundation, either slab or pier, which meets the requirement of the Building Code. In addition, the dwelling shall be completely underpinned with masonry, stone, or other similar materials manufactured for the purpose of underpinning as approved by the Zoning Administrator. Installation shall be in accordance with the Rules and Regulations for Manufactured Homes made and promulgated by the Georgia Safety Fire Commissioner and shall be completed prior to permanent electrical service.
 - g) Utility meters must be mounted to the structure rather than on a utility pole, and all axles, tongues, and transporting and towing apparatus must be removed before occupancy.
 - h) A landing must be installed at each doorway. The minimum size of the landing shall be four feet by six feet (excluding steps) at each doorway. The structure must include steps which lead to ground level, and both landing and steps must meet the requirements of the Building Code.
 - i) The dwelling must be installed in accordance with O.C.G.A. § 8-2-110 et seq., and the rules promulgated thereunder.

77. Manufactured Home. A dwelling unit, meeting the definition of "manufactured home" contained in

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O.C.G.A. § 8-2-160, fabricated in an off-site facility for installation or assembly at the building site, bearing a label certifying it is constructed in compliance with the Federal Manufactured Home Construction and Safety Standards Act, 42 U.S.C. § 5401 et seq., and meeting the following development standards, rendering it a Type A Manufactured Home:

- a) A minimum width ~~in excess~~ of twenty-eight (28) feet.
- b) A minimum roof pitch of ~~4~~ **5**:12, which means having a pitch equal to at least five inches of vertical height for every twelve inches of horizontal run. Any dwelling unit for which a building permit was obtained prior to the adoption of this Ordinance may be extended, enlarged or repaired as otherwise provided by this Ordinance with the same roof pitch as that allowed by the previous building permit.
- c) A minimum roof overhang of ~~6~~ **42** inches is required. All roof surfaces exposed to view shall be covered with asphalt or fiberglass shingles, wood shakes or shingles, standing seam (non-corrugated tin or steel), clay tiles, slate, or similar materials.
- d) Exterior siding consisting of wood, hardboard, vinyl, brick, masonry, stone, or aluminum (vinyl covered or painted, but in no case exceeding the reflectivity of gloss white paint) comparable in composition, appearance, and durability to the exterior siding commonly used in site-built dwellings.
- e) A curtain wall, un-pierced except for required ventilation and access, must be installed so that it encloses the area located under the home to the ground level. Such a wall shall have a minimum thickness of four (4) inches and shall be constructed of masonry or similar material as approved by the Zoning Administrator.
- f) The dwelling must be placed on a permanent foundation, either slab or pier, which meets the requirement of the Building Code. In addition, the dwelling shall be completely underpinned with masonry, stone, or other similar materials manufactured for the purpose of underpinning as approved by the Zoning Administrator. Installation shall be in accordance with the Rules and Regulations for Manufactured Homes made and promulgated by the Georgia Safety Fire Commissioner and shall be completed prior to permanent electrical service.
- g) Utility meters must be mounted to the structure rather than on a utility pole, and all axles, tongues, and transporting and towing apparatus must be removed before occupancy.
- h) A landing must be installed at each outside doorway. The minimum size of the landing shall be four feet by six feet (excluding steps) at each doorway. The structure must include steps which lead to ground level, and both landing and steps must meet the requirements of the Building Code.
- i) The dwelling must be installed in accordance with O.C.G.A. § 8-2-160 et seq., and the rules promulgated thereunder.

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PROPOSED AMENDMENTS TO ARTICLE IX (TABLE OF USES)

DISTRICT	SPACE DIMENSIONS								MAXIMUM LIMITATIONS	
	Area (sq. ft)	Area per Dwelling Unit (Sq. ft.)	Minimum Dwelling Unit Size (Sq.ft.)	Minimum Width (ft.)	Setback from Right of Way (ft.)		Minimum Side Yard (ft.)	Minimum Rear Yard (ft.)	Height (Stories)	
					Major Road	Interior Street				
AG	130,680 (3 ac.) [1]		2,000	200	60	50	25 [4]	25	3	
R-1	40,000 (0.92 ac.) [1]		1,800	125	45	35	15 [4]	20	2	
R-2	20,000 (0.46 ac.)		1,800	100	45	35	15 [4]	20	2	
R-3	15,000 [1] (0.34 ac)		1,000/ 1,400 [5] 1,800 [5]	100	45	35	15 [4]	20	2	
PUD	10 acres	See Section 906		100	See Section 906					
	Area (sq. ft)	Max Area per Structure (Sq. ft.)	Minimum Structure Size (Sq.ft.)	Minimum Width (ft.)	Setback from Right of Way (ft.)		Minimum Side Yard (ft.)	Minimum Rear Yard (ft.)	Height (Stories)	Max. Lot Coverage [2]
OI	None	None	1,000	60	50	25	10 [4]	15	2	40%
C-1 [6]	6,000	10,000 [3]	1,000	50	50	25	10 [4]	15	2	45%
C-2	None	None	1,000	50	50	25	None [4]	15	3	45%
M-1	9,000	None	None	None	100	50	30 [4]	15 [4]	3	35%

Notes
[1] All of said required acreage must be contiguous, not surrounded by any flood area, and must be above flood elevation. All dwelling units must have located on the subject property a garage containing no less than 420 s.f. and designed to contain no less than two automobiles.
[2] Includes principal and accessory buildings but not pavement areas.
[3] No portion of any lot which is flooded by a 100-year recurrence interval storm event may be counted as part of the required minimum lot area.
[4] Buffer zones are required along the side and rear yard where an Office-Institutional, business, or manufacturing use abuts a residential district and where a multi-family use abuts a single-family residential district. SEE SECTION 1204
[5] 1,000 square feet of minimum floor area are required for each unit of a duplex unit; ~~1,400~~ 1,800 square feet are required for a single family dwelling, manufactured home or industrialized dwelling.
[6] C-1 District is intended for small commercial (neighborhood) uses. Larger commercial building and uses are intended for the C-2 Zoning District.

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ARTICLE XI USE PROVISIONS)

SECTION 900: GENERAL USE REGULATIONS

- A. Table of Permitted and ~~Special~~ **Conditional** Uses. The uses set forth in the table below shall be permitted only as listed within each zoning district and only in the manner so listed. Any uses not listed in said table shall be prohibited, except as contained herein. Additionally, for any use not listed in said table, the Administrative Officer shall have the authority to determine the most appropriate zoning district (s) and/or Special Use Permit requirements for such use, after receiving documentation from the property owner adequately outlining and describing the specific details of the proposed use.
1. **P**: A permitted use.
 2. **C**: A use requiring a Conditional Use Permit subject to approval following the application procedures and requirements.
 3. **A**: An accessory use subject to the requirements specified and generally applicable to accessory uses.
- B. Any use not listed with the letter **P**, **C**, or **A** in a particular zoning district shall be prohibited in that zoning district, unless it is a non-conforming use lawfully established prior to the effective date of the ordinance or amendment that rendered it legally non-conforming.
- C. Any use listed with a **Y** in the column headed by the words "Supl. Use Stds." in the table below shall satisfy the applicable supplemental use standards established in Section 901, in addition to the development regulations of the district in which it is located.
- D. For all telecommunications antennas and towers requirements see Section 616.
- E. No outdoor storage is permitted except as specified herein.
- F. Those uses marked with an asterisk (*) are not allowed within the Downtown Overlay District. Note, retail uses in excess of 50,000 square feet are also prohibited in the Downtown Overlay district. (11/10/2016)
- G. Those uses marked with a double asterisk (**) in the Table of Permitted and Conditional Uses shall not be allowed in the WP-1 Cornish Creek Watershed Protection Overlay District. (8/18/2016)
- H. For permitted and ~~special~~ **conditional** uses in the PUD zoning district, refer to section 906.
- I. Accessory uses.
1. Accessory uses for commercial development shall include those normally appurtenant to such development, as provided for in other sections of this Ordinance.
 2. Any accessory use normally appurtenant to a permitted use shall be allowed provided such use shall conform to all performance standards set forth for this district.

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J. Remaining district regulations:

1. The permitted uses, accessory uses, special uses and space dimensions for all property zoned to a Planned Unit Development (PUD) classification are set forth in Section 906 and shall apply as if set forth in this Section.
2. All uses and dimensional requirements of the overlay districts that are not specified in the individual sections are those that are applicable to the underlying zoning designation of the particular property.
3. All remaining regulations established for each individual district are provided in the following sections.

SECTION 901: SUPPLEMENTAL USE STANDARDS

A. Purpose and Intent:

1. The purpose of these Supplemental Use Standards is to supplement the Table of Permitted and Special **Conditional** Uses by providing more specific standards for certain uses for which additional use restrictions, site development and/or design standards are necessary to ensure that they will be compatible with surrounding uses, have minimal impact on the environment, promote the health, safety and welfare.
2. These standards apply to specific uses in all zoning districts (unless otherwise noted) and shall be enforced by the City.
3. Any use that is regulated by this Section and is authorized in a zoning district shall be developed in conformity with the applicable Supplemental Use Standards for that use provided in this Section. No permit shall be issued for a use, building or structure that does not conform to applicable provisions of this Section; except that, where any requirement of the Supplemental Use Standards conflicts with a condition of rezoning, special use permit or other action of the City Council after adoption of this Section, the condition shall prevail.

B. Applicability:

1. The uses, structures and related standards listed in the following subsection are in alphabetical order.
2. The Supplemental Use Standards listed in the following subsection are applicable as indicated in the Table of Permitted and Special **Conditional** Uses as requiring Supplemental Use Standards.

C. Supplemental Use Standards (Per Table of Permitted and Conditional Uses).

The rules, requirements and restrictions listed in this subsection are applicable as indicated in the Table of Permitted and Special Uses as requiring Supplemental Use Standards.

ARTICLE XII. SIGNS

Sec. 1300. Purpose and Intent.

The City of Walnut Grove finds that signs are a proper use of private property, are a means of personal free expression and a necessary component of a commercial environment. As such, signs are entitled to the protection of the law. In the absence of regulation, however, the number of signs tends to proliferate, with property owners desiring ever-increasing numbers and sizes of signs, leading to cluttered and aesthetically blighted thoroughfares. In addition, the competition among competing sign owners for visibility of their signs contributes to safety hazards for both vehicles and pedestrians and undermines the sign owners' original purpose of presenting a clear message of its idea or identification of its premises.

Regulation of the location, size, height, placement, number, spacing and certain content neutral features of signs is necessary to protect the public safety, to assure compatibility of signs with surrounding land uses, to enhance the business and economy of the city, to enable the public to locate goods, services, and facilities in the city without difficulty and confusion, to provide for the orderly and reasonable display of advertising for the benefit of all the city's citizens, to protect the public investment in the streets and highways, to maintain the tranquil environment of residential areas, to promote industry and commerce, to eliminate visual clutter and blight, to provide an aesthetically appealing environment, to improve the general attractiveness of the community, to take advantage of the beauty of the community's environment, and to protect property values. The goal of this article is to avoid being an impermissible content-based regulation, and instead to be a permissible content neutral time, place and manner restriction. More communication is desirable during the election cycle, so that all citizens may freely express their viewpoints during the election campaigns, and therefore this ordinance allows increased opportunities for signs during these periods, without limiting content. At all times, any sign permitted under this regulation can carry any legal message, political or non-political, commercial or non-commercial. However, it is not the intent of this article that all signs are built to the maximum size. The city encourages use of the minimum signage necessary to meet the purposes required. Accordingly, it is the intention of the city to establish regulations governing signs which will:

1. Promote and protect the public health, safety, and general welfare;
2. Protect the character of the city's historic commercial district and residential neighborhoods;
3. Enhance the economy of the city by promoting the reasonable, orderly and effective display of signs;
4. Balance the rights of persons to convey their messages through signs and the right of the public to be protected against the unrestricted proliferation of signs;

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5. Restrict signs and lights which increase clutter or which increase the probability of traffic accidents by obstructing vision;
 6. Promote signs compatible with their surroundings;
 7. Protect property values by minimizing the possible adverse effects and visual blight caused by signs; and
 8. Improve pedestrian and traffic safety and reduce traffic and pedestrian hazards.

Further, recognizing that the aesthetic, cultural, and historic qualities of the city are unique and, therefore, vital to the community's interest, it is the objective of this article to protect these and to ensure that these are not compromised. It is an objective of this article to protect and preserve the aesthetic qualities of the community by regulating the number, size, placement, installation and maintenance of signs. The fact that such signs are intended to command visual contact, grants to signs a proportionally greater role than other structures in determining the overall aesthetic quality of the community. The aesthetic impact of signs has an economic factor that can bear heavily upon the enjoyment and value of property; therefore, the regulation of signs is validly justified on the basis of conserving the value of property and encouraging the most appropriate use of land throughout the community. It is both rational and important for a community's citizens to plan their physical surroundings so unsightliness is minimized. Signs can detract from the beauty of a neighborhood and lower property values.

Further, in seeking to comply with federal and Georgia law, the city council has determined the following: large billboards are, as the U.S. Supreme Court has recognized, an aesthetic harm and potential traffic safety hazard; the Georgia Supreme Court has upheld sign regulations on the basis of aesthetics and preserving the beauty of environment; and, judicial decisions of the Eleventh Circuit have recognized that portable signs are visual clutter and a potential traffic hazard. These holdings support the constitutionality of this article, as intended by the City. It is not the intent of this Article to regulate the content of speech through signage controls. To the extent any court of competent jurisdiction interprets any provision of this Article to restrict the content of speech; it is the intent of the mayor and council that all allowable signs may display a noncommercial message in addition to, or in lieu of, any other message.

Sec. 1301. Authority.

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

Sec. 1302. Applicability.

These sign regulations shall be valid throughout the city limits. Signs shall be erected, placed, established, painted, created and maintained in accordance with the physical standards outlined in this Article. Sign placement and size regulations shall vary between districts. To determine which district a proposed sign will be located in, see the official zoning map in city hall. Nothing herein shall be construed to permit display of any message which is obscene, illegal or speech which is otherwise unprotected under the First Amendment of the United States Constitution. Nothing herein shall be construed to prohibit a prosecution for violation of a

criminal statute by the city or other duly constituted government authority or a civil action by the city or other private person or entity.

Sec. 1303. Definitions.

For the purpose of the regulations set forth in this Article, the following definitions shall apply. Words and phrases not defined by this Article, but defined in other city ordinances, shall be given the meanings set forth in such ordinances. All other words and phrases shall be given their common, ordinary meaning, unless the context clearly requires otherwise. Words used in the singular shall include the plural; and the plural the singular; and the words used in the present tense shall include the future tense. Article, division, and section headings or captions are for reference only and shall not be used in the interpretation of this Article.

The word "shall" is mandatory, not discretionary. The word "may" is permissive. The word "lot" include the words "piece," "plot," and "parcel." The words "zone," "zoning district" and "district" have the same meaning. The phrase "used for" shall include the phrases "arranged for," "designed for," "intended for," and "occupied for." The word "structure" shall include the words "building" and "sign." The word "he" shall include the word "she." The word "erected" includes the word "constructed," "moved," "located" or "relocated"

A-Frame sign. See sandwich sign.

Aggregate sign area means the combined sign surface area of all signs on a lot, excluding the area of one face of all double-faced signs.

Animated sign means a sign that has moving parts or includes action, motion, blinking, flashing, scrolling, rotation, varying light intensity, or color changes, or the optical illusion of action, motion, blinking, flashing, scrolling, rotation, or color changes, provided that electronic changeable copy meeting the standards of this article are excluded from the definition of animated sign.

Awning means a structure projecting from and supported by the exterior wall of a building constructed of rigid or non-rigid materials such as cloth, plastic or metal.

Awning sign: See canopy sign. Awning signs are considered building signs.

Banner means a piece of fabric or similar material, intended to be temporary in nature, that is attached to a pole, enclosed in a frame, or mounted in some manner as a temporary sign. Flags meeting the definition and standards of this article are excluded from the definition of the term "banner."

Beacon means any light with one or more beams directed into the atmosphere or directed at one or more points not on the same zoned lot as the light source; also, any light with one or more beams that rotate or move. This term is not intended to include any kind of lighting device which is required or necessary under the safety regulations described by the Federal Aviation Administration or similar agencies.

Building facade means for a single occupancy building, the portion of any exterior elevation of a building extending from grade to the top of a parapet wall or eaves and the entire width of the building elevation fronting a public street, excluding alleys and lanes; for a planned center with multiple occupants, the portion of any exterior elevation of a building extending from grade to the top of a parapet wall or eaves and the width between the left most wall and the right most

wall of an occupied building space along the exterior elevation fronting a public street, excluding alleys and lanes.

Building front means the length of an outside building wall facing a street.

Building sign: Any sign attached to any part of a building, as contrasted to a freestanding sign. For the purpose of this article, any sign face that is affixed flat against the sloping surface of a mansard roof shall be considered a wall sign. Any sign that is affixed to the building marquee, building awning, a building canopy or a fence shall be considered a wall sign.

Canopy means a non-retractable structure, other than an awning, made of cloth, metal or other material, with frames attached to the building and/or carried by a frame supported by the ground.

Canopy sign means any sign that is a part of or attached to an awning, canopy, or other fabric, plastic or structural protective cover over a door, entrance, window, or outdoor service area. A marquee is not a canopy. Canopy signs are considered building signs.

Changeable copy sign: That portion of a sign that is capable of changing the position or format of word messages or other displays on the sign face or change the visible display of words, numbers, symbols and graphics by the use of a matrix of electric lamps, movable discs, movable panels, light apertures or other methods, provided these changes are actuated by either a control mechanism or manually on the face of the sign. Tri-vision signs and LED signs are specifically excluded from the definition of changeable copy sign.

Double-faced sign means a sign which has two display areas against each other or where the interior angle formed by the display areas is 60 degrees or less, where one face is designed to be seen from one direction and the other face from another direction. A sandwich sign or an a-frame sign is a double face sign.

Electronic sign. See changeable copy sign.

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

Flag means a piece of cloth varying in size, color, and/or design and used as a symbol, standard, signal, or emblem used as the symbol of an organization or entity.

Flashing sign. See animated sign.

Ground sign means a sign securely affixed to an independent support structure that is permanently attached to the ground and wholly independent of any building or any other structure, whether portable or stationary, for support.

Sign height means the vertical distance between the highest part of the sign or its supporting structure, whichever is higher, and a level plane going through the nearest point of the vehicular traffic surface of the adjacent improved public right-of-way, other than an alley. In the event a sign is equal distance from more than one improved public right-of-way, none of which are alleys, the highest point shall be used.

Indirectly illuminated sign means a sign illuminated by an external light source directed primarily toward such sign.

Internally illuminated sign means a sign illuminated by an internal light source.

LED sign means any sign or portion thereof that uses light emitting diode technology or other similar semiconductor technology to produce an illuminated image, picture, or message of any kind to form part of the sign face, whether the image, picture, or message is moving or stationary. This type of sign includes any sign that uses LED technology of any kind, whether conventional (using discrete LEDs), surface mounted (otherwise known as individually mounted LEDs), transmissive, organic light emitting diodes (OLED), light emitting polymer (LEP), organic electro polymer (OEL), or any other similar technology. For purposes of this article, a sign that includes electronic changeable copy meeting the standards of this article is not considered an LED sign. Use of LED lighting behind an opaque panel face for the purpose of internal illumination of the sign face that is contained on the panel is not included within the definition of LED sign.

Mansard roof: Any roof that has an angle greater than forty-five (45) degrees and which derives part of its support from the building wall and is attached to (but not necessarily a part of) a low slope roof and which extends along the full length of the front building wall or three-quarters (¾) of the length of a side building wall. For purposes of this article, a low slope roof shall mean any roof with a pitch less than three (3) inches rise per twelve (12) inches horizontal.

Monument-style sign means a permanent ground sign mounted directly upon the ground and not attached to or a part of or supported by a building and designed in such a manner that the base of the sign face is flush with the supporting solid base which is flush with the ground. The base shall be at least as wide as the sign.

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

Neon sign means an internally illuminated sign containing a glass tube filled with neon or phosphorous, which is bent to form letters, symbols or other shapes and which tubing forms all of a portion of the visible element of the message. Neon tubes hidden behind opaque sign faces and utilized for internal illumination of the sign face do not constitute neon signs.

Nonconforming sign means any sign lawfully existing on the effective date of the ordinance from which this article is derived, or any amendment thereto, but that would not be permitted under the terms of this article or any subsequent amendment.

Parapet means the extension of a false front or wall above a roof line.

Pennant means pieces of cloth or plastic joined together, uniform or varying in size, color and/or design, suspended from a structure to the ground or additional structure and designed to move in the wind.

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

Planned center means a contiguous area or subdivision of land, planned and maintained as a single entity and containing one or more structures to accommodate retail, service, commercial, office or industrial uses, or a combination of such uses, and appurtenant common areas and accessory uses incidental to the predominant uses (i.e., office park, shopping center, industrial park).

Portable sign means any sign not permanently attached to the ground or other permanent structure, or a sign designed to be transported, including, but not limited to, signs designed to be transported by means of wheels, signs posted on the roofs or truck beds of vehicles, signs converted to "A" or "T" frames, umbrellas used for advertising, and signs attached to or painted on vehicles parked and visible from the public right-of-way, unless said vehicle is used in the normal day-to-day operation of the business for purposes other than signage.

Prohibited sign means any sign prohibited in section 1306.

Projecting sign means a sign projecting more than six inches from the outside wall or walls of any building upon which it is located.

Right-of-way means a strip of land over which the city has a right by ownership or easement, to construct a public street, sidewalk or location for public utilities.

Roof sign means a sign erected and constructed wholly on or over the roof of a building, supported by the roof structure, or extending vertically above the highest portion of the roof.

Rotating sign means a sign which is designed to revolve by means of electrical power.

Sail sign means a piece of cloth, varying in size, shape, color, and design, attached at one edge to a staff or cord for the entire vertical length of the cloth, and used as a means of conveying a message.

Sandwich sign means a freestanding portable sign, also referred to as an "A-frame sign" that has two sides, hinged or otherwise fastened together at the top and supported by opening the sides from one another at the base, similar to a ladder, so that the sign, when opened, becomes self-supporting.

Setback means the distance from a property line to the nearest part of a building structure or sign, as measured perpendicularly to the property.

Sign means any surface, fabric, device, or display which bears lettered, pictorial, or sculptured matter designed to convey information visually and which is exposed for public view on the exterior of a building or on surrounding property. For purposes of this article, the term "sign" shall include all structural members. A sign shall be construed to be a display surface or device containing organized and related elements composed to form a single unit. In cases where matter is displayed in a random or unconnected manner without an organized relationship of components, each component shall be considered to be a single sign.

Sign face means the surface or plane of the sign upon, against, or through which a message is displayed or illustrated, including the message display surface and any framing, trim or molding.

Sign structure means poles, beams, columns, posts, foundations, or other means providing structural support for the sign surface area to which the sign is affixed and excluding those portions of any such structure the primary purpose of which is to serve an architectural function (i.e., building wall, freestanding wall, entrance wall, fence, gate, etc.).

Sign area means the smallest square, rectangle, triangle, circle or combination thereof, which encompasses the entire sign inclusive of any border and trim, but excluding the base, apron, supports, and other structural members.

Stanchion sign: A ground sign that is mounted on a pole or other vertical support such that the bottom of the sign face is more than six (6) feet above the ground and there is no visual obstruction other than the vertical support between the ground and the bottom of the sign face.

Standard informational sign means a sign intended for temporary use measuring not more than 4½ square feet in sign area and sign height comprised of rigid plastic, cardboard, or wood with no reflective elements, flags or projections and erected on a wooden stake or metal frame with a thickness or diameter not greater than 1½ inches in residential districts or placed within the window of a building in non-residential districts.

Streamers. See definition of *Pennant*.

Street frontage means the length of a property line along the street on which it borders.

Temporary sign means a sign of a non-permanent nature, including but not limited to portable signs and sandwich signs, as defined by this section.

Tenant space frontage means the horizontal distance in feet between the left side wall and right side wall or building end of a tenant space fronting a street or common parking area.

Trailer sign, see portable sign.

Tri-vision sign means a sign designed with a series of triangular slats that mechanically rotate in sequence with one another to show three different sign messages in rotation. For purposes of this article, a tri-vision sign is not a changeable copy sign.

Wall sign means a sign applied to or mounted to the wall or surface of a building or structure, the display surface which does not project more than six inches from the outside wall of such a building or structure.

Window sign means a sign installed flush with the interior or exterior of a window and intended to be viewed from the outside.

permit

Zoning district means any geographic area defined by the official zoning map for the purpose of regulating use.

Zoning ordinance means the official zoning ordinance of the city.

Sec. 1304. General Provisions.

- A. All signs must be in compliance with the provisions of this article, the Standard Building Code, the zoning ordinance, and the National Electric Codes as adopted.
- B. Where the Historic Commission has adopted standards for signage within the City of Walnut Grove Historic District, any sign proposed for erection in that district shall be reviewed for compliance with those standards.
- C. All signs must be placed on private property, except signs erected on public property by an authorized governmental unit. No sign shall be located closer than ten feet from the back of the curb of a public roadway, nor be located closer than ten feet from the public right-of-way.

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- D. No sign shall be attached to or painted on a telephone pole or power pole, or any tree, rock or other natural object.
 - E. Any sign allowed under this article may contain any commercial or noncommercial message except that such messages cannot be obscene, as defined by the courts.
 - F. For the purposes of determining the number of signs, ground signs shall be equal to the number of sign structures. All other non-ground signs shall be considered to be a single display surface or display device containing elements organized, related and composed to form a unit. Where matter is displayed in random manner without organized relationship of elements, each such element shall be considered to be a single sign.
 - G. No sign or sign structure (above a height of three feet) shall be maintained within 15 feet of the intersection of the extended right-of-way lines of two streets, of an intersection of a street right-of-way with a railroad right-of-way, or otherwise placed in a location that limits sight distance as determined by the city manager and/or designee.
 - H. No sign or sign structure may be erected or maintained which obstructs any fire escape, window, ventilation, door or hydrant; nor shall any sign or sign structure be attached to a fire escape.

Sec. 1305 Signs regulated by zoning district.

Types of signs and regulatory aspects of those signs, allowed per zoning district shall be as follows:

A. *Signs in the AG zoning districts.*

1. *Standard Informational Signs.* The aggregate sign area of all standard informational signs on a lot shall not exceed 16 square feet in sign area. Standard informational signs shall not be located within the public street right-of-way and shall be no closer than ten feet to the back of curb of a public roadway. Notwithstanding the foregoing, during the period from opening of qualifying for elections until the final determination of all contests and issues resolved by that election, there shall be no limit on the aggregate sign area of standard informational signs and an unlimited number of standard informational signs shall be permitted on any property in the City.
2. *Ground signs.* Ground signs shall be limited to a quantity of one per road frontage per lot with an aggregate sign area of no more than 35 square feet and a sign height of no more than five feet.
3. *Monument signs.* Two single-faced, monument signs or one double-faced monument sign shall be permitted at every entrance to a residential subdivision or development. Monument signs at the entrances to residential subdivisions or developments shall not exceed five feet in height and 24 square feet in sign area per sign face. All sign structures shall be constructed of brick, stone, textured concrete masonry units or equivalent architectural material. Internal illumination is prohibited.
4. *Temporary residential development sign.* Residential lot developers and residential lot development companies may apply for a sign permit to put up a

temporary sign at the entrance of residential subdivisions if there are currently lots for sale in the subdivision. The temporary sign must be displayed within 100 feet of the entrance of the subdivision on private property or common area of the subdivision. Permission must be obtained from the owner of the property. The temporary signs are limited to one per public road entrance to the subdivision and shall only be allowed for a maximum of three years or until lots are sold, whichever is less. The temporary sign may be in the form of a simple pole sign with the maximum dimensions of four feet by six feet and a maximum height of five feet from the ground.

4. No sign, permanent or temporary, shall be erected that has a sign height that is greater than five feet.
5. No sign, permanent or temporary, shall be illuminated in any manner.

B. *Signs permitted in the OI zoning districts.*

1. *Standard Informational Signs.* Standard informational signs shall be limited to window signs. The aggregate sign area of all standard informational signs on a lot shall not exceed 16 square feet. Notwithstanding the foregoing, during the period from opening of qualifying for elections until the final determination of all contests and issues resolved by that election, there shall be no limit on the aggregate sign area of standard informational signs and an unlimited number of standard informational signs shall be permitted on any property in the City.
2. *Ground signs.* Ground signs shall be limited to a quantity of one ground sign per road frontage per lot with a sign area of no more than 32 square feet per sign face and an aggregate sign area of no more than 64 square feet. Ground signs shall be limited to a maximum height of eight feet and shall have a minimum setback of ten feet. Ground signs shall be attached to a permanent wall or base constructed of brick, stone or textured concrete masonry units.
3. *Window signs.* Individual or aggregate window signs shall not exceed 25 percent of the area of windows on the building elevation facing the road frontage, not to exceed 64 square feet. For buildings with multiple tenants, the foregoing limitation is to be applied separately to each tenant space.
4. *Wall signs.* One wall sign per road frontage for each tenant no greater than one square foot of sign area per one linear foot of tenant space frontage shall be permitted, not to exceed 64 square feet.
5. *Banners.* Banners up to 16 square feet in sign area may be displayed for 30 days per premise up to four times per year with at least 45 days between each 30-day display period. No banner shall be attached to a utility pole or light pole.
6. *Monument signs.* Two single-faced, monument signs or one double-faced monument sign shall be permitted at every entrance to a commercial, office or industrial planned center. Monument signs at the entrance of a commercial, office, or industrial planned center shall not exceed eight feet in height and 32 square feet in sign area per sign face. All sign structures shall be constructed of brick, stone,

textured concrete masonry units or equivalent architectural material. Internal illumination is prohibited.

7. Except as otherwise provided in this subsection B, signs may be illuminated internally or externally, provided that any external light fixtures must be directed away from streets and adjacent property.

C. *Signs permitted in the C1, C2 zoning district.*

1. *Standard Informational Signs.* Standard informational signs shall be limited to window signs. The aggregate sign area of all standard informational signs on a premise shall not exceed 16 square feet. Notwithstanding the foregoing, during the period from opening of qualifying for elections until the final determination of all contests and issues resolved by that election, there shall be no limit on the aggregate sign area of standard informational signs and an unlimited number of standard informational signs shall be permitted on any property in the City.
2. *Ground signs.* Ground signs shall be limited to a quantity of one ground sign per road frontage per lot of not more than 32 square feet in sign area per sign face and an aggregate sign area of more than 64 square feet. Ground signs shall be limited to a maximum height of six feet and a minimum setback of ten feet. Ground signs shall be attached to a permanent wall or base constructed of brick, stone or textured concrete masonry units. Ground signs may be illuminated internally or externally, provide that external light fixtures must be directed away from streets and adjacent property.

Ground signs may use a light emitting diode (LED) board to display static messages provided that the following standards are complied with in addition to all other requirements of this article:

- A. The LED board shall contain static messages only and shall display each static message for no less than 30 seconds;
- B. The LED board shall not operate at a brightness level of more than 0.20 footcandles above ambient light levels (at measurement conditions) as measured at a distance of 125 feet or, if the LED board is in the line of sight of any residential structure, 0.10 footcandles above ambient light levels (at measurement conditions) as measured at a distance of 125 feet;
- C. Once every 12 months and in the event of a complaint, the owner of the LED board shall be required to provide to the city manager or other designee a certification of the brightness level of the LED board from an independent contractor and, if the brightness levels are not met, the owner shall turn off the LED board until the brightness level is corrected;
- C. The LED board must have a light sensing device that will adjust the brightness of the display as the natural ambient light conditions change;
- D. The LED board shall employ a default setting that displays a dark, blank screen should a malfunction occur and the owner of the sign shall provide to the city manager or other designee, information for a 24-hour contact able to turn off the LED board promptly if a malfunction occurs; and

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- E. The LED board shall not be animated, move, flash, blink, or vary in light intensity during the display of a single message, and transitions between messages shall not use frame effects or other methods which result in movement of a displayed image during such transition.
2. *Window signs.* Individual or aggregate window signs shall not exceed 25 percent of the area of windows on the building elevation facing the road frontage, not to exceed 64 square feet. For buildings with multiple tenants, the foregoing limitation is to be applied separately to each tenant space.
 3. *Wall signs.* One wall sign per road frontage for each tenant no greater than one square foot of sign area per one linear foot of tenant space frontage shall be permitted. Wall signs may be illuminated internally or externally, provide that external light fixtures must be directed away from streets and adjacent property.
 4. *Canopy signs.* One canopy sign per tenant printed or affixed directly onto the canopy material with a sign area not to exceed eight square feet.
 5. *Projecting signs.* One projecting sign per building with a sign area not to exceed six square feet. Minimum clearance of seven feet six inches (7'6"), measured from the bottom of the sign, is required above any pedestrian way.
 6. *Double-faced signs.* One double-faced sign per tenant with a sign area not to exceed four square feet per sign face and a sign height not to exceed three feet. Double-faced signs may only be placed directly in front of the building space occupied by the tenant and shall not impede the flow of pedestrian traffic. Double-faced signs must be removed and shall not be displayed between the hours of 10:00 p.m. and 7:00 a.m.
 7. *Banners.* Banners up to 12 square feet in sign area may be displayed for 30 days per premise up to four times per year with at least 45 days between each 30-day display period. No banner shall be attached to a utility pole or light pole.
 8. *Monument signs.* Two single-faced, monument signs or one double-faced monument sign shall be permitted at every entrance to any commercial, office or industrial planned center. Monument signs at the entrance of a commercial, office, or industrial planned center shall not exceed eight feet in height and 32 square feet in sign area per sign face. All sign structures shall be constructed of brick, stone, textured concrete masonry units or equivalent architectural material.
 9. Except as other provided in this subsection C, signs shall not be illuminated internally or externally.
- D. *Signs permitted in the PUD zoning districts.*
1. *Standard Informational Signs.* The aggregate sign area of all standard informational signs on a lot shall not exceed 16 square feet in sign area. Standard informational signs shall not be located within the public street right-of-way and shall be no closer than ten feet to the back of curb of a public roadway. For non-residential uses, standard informational signs shall be limited to window signs. Notwithstanding the foregoing, during the period from opening of qualifying for elections until the final determination of all contests and issues resolved by that
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election, there shall be no limit on the aggregate sign area of standard informational signs and an unlimited number of standard informational signs shall be permitted on any property in the City.

2. *Ground signs.* Ground signs shall be limited to a quantity of one ground sign per road frontage per lot of not more than 100 square feet in sign area per sign face and an aggregate sign area of more than 200 square feet. Ground signs shall be limited to a maximum height of ten feet and a minimum setback of ten feet. If the lot contains a principal building or planned center of over 50,000 square feet, the maximum sign area per sign face shall be 120 square feet with an aggregate sign area of not to exceed 240 square feet. Ground signs shall be attached to a permanent wall or base constructed of brick, stone or textured concrete masonry units. Ground signs may be illuminated internally or externally, provide that external light fixtures must be directed away from streets and adjacent property.

Ground signs that are not located in the designated historic district may use a light emitting diode (LED) board to display static messages provided that the following standards are complied with in addition to all other requirements of this article:

- A. The LED board shall contain static messages only and shall display each static message for no less than 30 seconds;
 - B. The LED board shall not operate at a brightness level of more than 0.20 footcandles above ambient light levels (at measurement conditions) as measured at a distance of 125 feet or, if the LED board is in the line of sight of any residential structure, 0.10 footcandles above ambient light levels (at measurement conditions) as measured at a distance of 125 feet;
 - C. Once every 12 months and in the event of a complaint, the owner of the LED board shall be required to provide to the city manager or other designee a certification of the brightness level of the LED board from an independent contractor and, if the brightness levels are not met, the owner shall turn off the LED board until the brightness level is corrected;
 - C. The LED board must have a light sensing device that will adjust the brightness of the display as the natural ambient light conditions change;
 - D. The LED board shall employ a default setting that displays a dark, blank screen should a malfunction occur and the owner of the sign shall provide to the city manager or other designee, information for a 24-hour contact able to turn off the LED board promptly if a malfunction occurs; and
 - E. The LED board shall not be animated, move, flash, blink, or vary in light intensity during the display of a single message, and transitions between messages shall not use frame effects or other methods which result in movement of a displayed image during such transition.
3. *Window signs.* Individual or aggregate window signs shall not exceed 25 percent of the area of windows on the building elevation facing the road frontage, not to exceed 100 square feet. For buildings with multiple tenants, the foregoing limitation is to be applied separately to each tenant space.

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4. *Wall signs.* One wall sign per road frontage for each tenant no greater than one square foot of sign area per one linear foot of tenant space frontage shall be permitted. Wall signs may be illuminated internally or externally, provide that external light fixtures must be directed away from streets and adjacent property.
 5. *Banners and sail signs.* Banners and sail signs up to 16 square feet in sign area may be displayed for 30 days per premise up to four times per year with at least 45 days between each 30-day display period. No banner shall be attached to a utility pole or light pole. No sail sign shall exceed 16 feet in height measured from ground level at the point where it's based is mounted.
 6. *Monument signs.* Two single-faced, monument signs or one double-faced monument sign shall be permitted at every entrance to a single family or multi-family residential subdivision or development or any commercial, office or industrial planned center. Monument signs at the entrances to single-family or multi-family residential subdivisions or developments shall not exceed eight feet in height and 24 square feet in sign area per sign face. Monument signs at the entrance of a commercial, office, or industrial planned center shall not exceed eight feet in height and 32 square feet in sign area per sign face. All sign structures shall be constructed of brick, stone, textured concrete masonry units or equivalent architectural material.
 7. *Temporary residential development sign.* Residential lot developers and residential lot development companies may apply for a sign permit to put up a temporary sign at the entrance of residential subdivisions if there are currently lots for sale in the subdivision. The temporary sign must be displayed within 100 feet of the entrance of the subdivision on private property or common area of the subdivision. Permission must be obtained from the owner of the property. The temporary signs are limited to one per public road entrance to the subdivision and shall only be allowed for a maximum of three years or until lots are sold, whichever is less. The temporary sign may be in the form of a simple pole sign with the maximum dimensions of four feet by six feet and a maximum height of eight feet from the ground.
 8. Except as other provided in this subsection D, signs shall not be illuminated internally or externally.
- E. *Signs permitted in the M-I zoning districts.*
1. *Standard Informational Signs.* Standard informational signs shall be limited to window signs. The aggregate sign area of all standard informational signs on a premise shall not exceed 16 square feet. Notwithstanding the foregoing, during the period from opening of qualifying for elections until the final determination of all contests and issues resolved by that election, there shall be no limit on the aggregate sign area of standard informational signs and an unlimited number of standard informational signs shall be permitted on any property in the City.
 2. *Ground signs.* Ground signs shall be limited to a quantity of one ground sign per road frontage per lot of not more than 100 square feet in sign area per sign face and an aggregate sign area of more than 200 square feet. Ground signs shall be
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limited to a maximum height of ten feet and a minimum setback of ten feet. If the lot contains a principal building or planned center of over 65,000 square feet, the maximum sign area per sign face shall be 150 square feet with an aggregate sign area of not to exceed 300 square feet. Ground signs shall be attached to a permanent wall or base constructed of brick, stone or textured concrete masonry units. Ground signs may be illuminated internally or externally, provide that external light fixtures must be directed away from streets and adjacent property.

3. *Window signs.* Individual or aggregate window signs shall not exceed 25 percent of the area of windows on the building elevation facing the road frontage, not to exceed 100 square feet. For buildings with multiple tenants, the foregoing limitation is to be applied separately to each tenant space.
4. *Wall signs.* One wall sign per road frontage for each tenant no greater than one-fourth square foot of sign area per one linear foot of tenant space frontage shall be permitted. Wall signs may be illuminated internally or externally, provide that external light fixtures must be directed away from streets and adjacent property
5. *Banners and sail signs.* Banners and sail signs up to 16 square feet in sign area may be displayed for 30 days per premise up to four times per year with at least 45 days between each 30-day display period. No banner shall be attached to a utility pole or light pole. No sail sign shall exceed 16 feet in height measured from ground level at the point where it's based is mounted.
6. *Monument signs.* Two single-faced, monument signs or one double-faced monument sign shall be permitted at every entrance to any commercial, office or industrial planned center. Monument signs at the entrance of a commercial, office, or industrial planned center shall not exceed eight feet in height and 32 square feet in sign area per sign face. All sign structures shall be constructed of brick, stone, textured concrete masonry units or equivalent architectural material.
7. Except as otherwise provided in this subsection E, signs shall not be illuminated internally or externally.

F. *Signs in the R1, R2, R3 zoning districts.*

1. *Standard Informational Signs.* The aggregate sign area of all standard informational signs on a lot shall not exceed 16 square feet in sign area. Standard informational signs shall not be located within the public street right-of-way and shall be no closer than ten feet to the back of curb of a public roadway. Notwithstanding the foregoing, during the period from opening of qualifying for elections until the final determination of all contests and issues resolved by that election, there shall be no limit on the aggregate sign area of standard informational signs and an unlimited number of standard informational signs shall be permitted on any property in the City.
2. *Monument signs.* Two single-faced, monument signs or one double-faced monument sign shall be permitted at every entrance to a residential subdivision or development. Monument signs at the entrances to residential subdivisions or developments shall not exceed five feet in height and 24 square feet in sign area

per sign face. All sign structures shall be constructed of brick, stone, textured concrete masonry units or equivalent architectural material.

3. *Temporary residential development sign.* Residential lot developers and residential lot development companies may apply for a sign permit to put up a temporary sign at the entrance of residential subdivisions if there are currently lots for sale in the subdivision. The temporary sign must be displayed within 100 feet of the entrance of the subdivision on private property or common area of the subdivision. Permission must be obtained from the owner of the property. The temporary signs are limited to one per public road entrance to the subdivision and shall only be allowed for a maximum of three years or until lots are sold, whichever is less. The temporary sign may be in the form of a simple pole sign with the maximum dimensions of four feet by six feet and a maximum height of eight feet from the ground.
4. No sign, permanent or temporary, shall be illuminated in any manner.

Sec. 1306. Prohibited signs.

The following types of signs are prohibited in all zoning districts of the city:

- A. Signs imitating traffic or emergency signals or which display intermittent lights resembling the color, size, shapes, or order of lights customarily used in traffic signals or on emergency vehicles or on law enforcement vehicles.
- B. Signs or devices employing intense illumination when visible from the public right-of-way, flashing (strobe type) or blinking lights, spot lights, floodlights, or any type of pulsating or moving light.
- C. Signs which contains flashing or intermittent red, green, blue, or amber illumination or white flashing strobe lights. (Nothing herein is to be confused with seasonal lighting).
- D. Signs that cast direct light onto any residential premises.
- E. Signs tacked, posted, marked, painted or otherwise affixed on a roof, fire escape or utility pole.
- F. Signs which obscure or disfigure any significant architectural element of the building to which it is attached.
- G. Signs installed over, above, or extending above the bottom edge of a roof.
- H. Signs on a vehicle or trailer and parked with the primary purpose of providing a sign not otherwise allowed.
- I. Signs that require removal of any trees from the public right-of-way.
- J. Cold-air/helium-filled devices exceeding five feet at any measurement.
- K. Pennants and streamers.
- L. Neon signs.
- M. Projecting signs.
- N. Rotating signs.

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- O. Signs not in good repair, including without limitation any sign which is in a state of disassembly or any sign which has its internal lighting exposed to view for more than one week.
 - P. Portable signs, except as permitted in section 1305C.6.
 - Q. Signs emitting any sound, smoke, or vapor.
 - R. Animated signs.
 - S. Window signs in AG, AG-2 zoning districts.
 - T. Signs which contain words, pictures, or statements which are obscene.
 - U. Any sign that is structurally unsound or is a hazard to traffic or pedestrians.
 - V. Signs placed within public rights-of-way, except publicly owned, authorized or maintained signs which serve an official public purpose.
 - W. Any sign placed or erected on property without the permission of the owner.
 - X. Signs attached to a building for structural support that exceed 150 square feet in sign area.
 - Y. Signs not attached to a building for structural support that exceed 30 feet in ground sign height and/or 150 square feet of sign area.
 - Z. Signs that violate this Article, the zoning ordinance, or any other law, ordinance, or code.

Sec. 1307. Signs allowed without a permit in all zoning districts.

- A. Any sign not visible from the outside of a structure or to passing members of the public from public thoroughfares or right of way.
- B. Signs designating the entrance or exit from property or providing direction for drivers maneuvering within the property so long as they do not exceed six square feet per sign area and four feet in height. The aggregate square footage of all such signs on a single parcel shall not exceed 48 square feet.
- C. Signs on courtesy benches and trash cans on private property in the GC zoning district, provided that such signs shall not extend beyond nor be larger than the bench or trash can to which they are affixed.
- D. Signs for the sole purpose of displaying street numbers as may be required by other ordinances and other signs required by law. Such signs shall be no more than four inches in height per numeral in residential districts and 12 inches in height per numeral in commercial and industrial districts.
- E. Signs erected by, or on the order of, a public officer in the performance of his duties.
- F. Window signs not exceeding 20 percent of the available window space per building elevation in a single occupant building or per tenant space in a multi-occupant building.
- G. Non-illuminated, standard informational signs (excluding banners). For each residential or nonresidential lot, the quantity of standard informational signs shall be limited to either one standard informational sign that is 16 square feet in sign area or a combination of standard

informational signs the aggregate of which shall not exceed 16 square feet in sign area. Standard informational signs shall not be located within the public street right-of-way and shall be no closer than ten feet to the back of curb of a public roadway. Notwithstanding the foregoing, during the period from opening of qualifying for elections until the final determination of all contests and issues resolved by that election, an unlimited number of standard informational signs is permitted on any property in the City.

Sec. 1308. Procedures.

A. Permit.

1. A sign permit or temporary sign permit is required before a sign or temporary sign may be erected or an existing sign or temporary sign may be enlarged, relocated or have any improvements made costing 60 percent or more of the sign's total replacement value. All signs using electrical wiring and connections require an electrical permit in addition to any sign permit required under this article.
2. A sign permit or temporary sign permit shall be issued by the city when the plans and specifications for the proposed sign or part thereof conform in all respects to this Article and the building code. Applications for such permits shall be accompanied by all the information required hereunder and such other information as the city may require in the exercise of sound discretion to determine compliance with this article. Standardized sign plans may be filed with the city in fulfillment of this requirement, although site plans shall be filed with each application.
3. Except as otherwise provided in this Article, a temporary sign permit shall authorize the display of a temporary sign only for a period of 30 consecutive days from the date of issuance. In no case shall the same premises be issued a temporary sign permit more than four times in a 12-month period. Upon expiration of the temporary sign permit, the permittee shall remove the temporary sign and its supporting structure.
3. Each sign application shall contain an agreement to indemnify, defend and save the city harmless from all damages, demands or expenses which may in any manner be caused by the sign or sign structure.
4. Every sign for which a sign permit is required shall be plainly marked with the name of the permittee and shall have the number of the permit issued for said sign by the city affixed on the framework of the sign so the information therein shall be readily accessible, legible and durable.

B. Application. Applications for permits shall be filed with the city, on city forms. The application shall describe and set forth the following and any additional information pertinent to the application as may be requested by the city to determine compliance:

1. The type of the sign;
2. A scaled site plan showing the location, and plan describing the construction;
3. Scaled elevation drawing showing height and sign face dimensions;
4. Square footage, height and use of existing signage;
5. The name(s) and address(es) of the sign owner(s);

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6. Written consent of the property owner or agent, granting permission for the sign;
 7. The name, address, and phone number of the sign contractor.
- C. *Expiration date.* A sign permit shall expire if the sign has not been completed within six months after the date of issuance; provided, however, that one six-month extension of the permit shall be granted if an additional permit fee has been paid prior to the expiration.
- D. *Processing.* Upon receipt of a properly completed application, the city shall commence review no later than ten working days after the date of its submission. Review by all city officers shall be completed and the permit shall be issued or denied by the thirtieth day after submission. A permit shall be denied for any noncompliance with this article. All applications meeting the standards shall be granted.
- E. *Fees.* No permit shall be issued until the fees, as adopted by the mayor and city council, have been paid in accordance with the fee schedule kept at city hall .

Sec. 1309. Construction and maintenance.

- A. All signs, together with all their supports, braces, guys, and anchors shall be kept in constant good repair and, unless constructed of galvanized or non-corroding metal, shall periodically be given an appropriate protective coating. The area surrounding the base of all signs shall be maintained free of high weeds and debris.
- B. The city may periodically inspect signs to determine compliance.
- C. The permittee shall remove discarded or unusable paper, sign faces, parts and debris from the sign or sign structure.
- D. No permittee shall allow sign(s) to fall into disrepair. On first class mail written notice from the city to the sign owner and property owner, any sign which is in disrepair or vandalized shall be repaired or removed. The city shall include in the written notice a time limit for compliance of up to 30 consecutive days. An aggrieved party may appeal by filing a written notice of appeal with the city clerk as provided in section 1700, provided that the final determination shall be made within 60 days from the notice of appeal. On appeal, the standards that shall be considered in making a decision are the standards set forth in this article. If it is determined the original decision was made contrary to the standards of this article, the appeal shall be upheld. If it is determined the standards of this article were correctly applied, the decision shall be upheld and the appeal dismissed.

Sec. 1310. Enforcement.

- A. *Enforcement.* This article shall be administered and enforced by the city manager and/or designee.
- B. *Removal.*
 1. The city may order the removal of any sign in violation of this article. Notice shall be given by first class mail to the permittee and owner of the sign allowing up to 30 days to comply.
 2. An aggrieved party may appeal by filing a written notice of appeal with the city clerk as provided in section 1700, provided that the final determination shall be made within

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- 60 days from the notice of appeal. On appeal, the standards that shall be considered in making a decision are the standards set forth in this article. If it is determined the original decision was made contrary to the standards of this article, the appeal shall be upheld. If it is determined the standards of this article were correctly applied, the decision shall be upheld and the appeal dismissed.
3. If the sign is not removed within either 30 days after the order of removal or 30 days after the date of decision on any appeal, whichever is later, the city may cause the sign to be removed.
- C. *Removal without notice.* The city may cause the removal of any sign in violation, without notice to any party, if:
1. The sign is on the public property; or
 2. The sign poses an immediate threat to life, health or safety.
- D. *Costs of removal.*
1. Any sign in violation of this article is declared a nuisance and the costs of removal shall be at the sign owner's expense.
 2. Removal without notice shall be without liability to the city, its officials, officers, agents, servants or employees. The permittee and property owner shall be jointly and severally responsible for the costs of removal. If payment for such removal is not made within 60 days after the receipt of a statement, the city may certify the amount thereof for collection to the city attorney. If a sign remains unclaimed for more than 120 days from removal, it may be disposed of per O.C.G.A. §§ 44-14-411 et seq.
- E. *Invalid permit or non-compliant sign.* The city may issue a removal order following the procedures of subsection B. above when a permit was improperly issued, issued on the basis of misstatement of fact or fraud, a sign has not been constructed per this article or the application or site plans, a sign permit has expired or a sign is otherwise not in compliance with this article. If a sign is not removed within ten days following receipt of a removal order the city may institute such legal proceedings hereunder against the property owner, sign owner, permittee, lessee, sign erector or a combination of the above as may be required to effect removal.

Sec. 1311. Fines and penalties.

- A. *Citations.* Any responsible parties may be cited to appear in city court for the violation of this article.
- B. *Penalties.* Any person or entity convicted of violation may be punished as provided in the City Code.

Sec. 1312. Inspections.

Inspection and enforcement personnel are empowered to enter into or inspect any building, structure, or premises upon which a sign subject to this article is located for inspecting the sign, its structural and electrical connections, and to ensure compliance with this article.

Sec. 1313. Nonconforming signs.

- A. Signs which do not comply with this article and were legally placed before the effective date of this article shall become nonconforming. However, signs which were illegally erected, established or maintained with respect to the applicable requirements of prior ordinances shall be removed or brought into compliance within 30 days from the effective date of this article. Upon failure to comply with this article, the city may cause the removal of any nonconforming sign at the expense of the owner, per section 1310.
- B. A nonconforming sign shall not be replaced by another nonconforming sign, except that the substitution or interchange of poster panels, painted boards or demountable material on nonconforming signs shall be permitted. Provided, however, if a nonconforming sign is damaged by an act of God, the owner may repair the sign but shall make the sign conforming if physically possible. If not, the sign may be repaired if the repair does not extend the natural life of the sign as it existed before the damage occurred.
- C. Minor maintenance of nonconforming signs such as repainting, electrical repairs and neon tubing shall be permitted. However, no structural repairs or changes in the size or shape of the sign shall be permitted except to make the sign comply with this article.
- D. Each sign which exists at the effective date of this article shall be registered by its owner with the city.

Sec. 1314. Appeals.

The applicant shall be given written notice stating the reasons the applicant's sign permit application is denied. An applicant may appeal per section 1700, provided that a final decision on any such appeal shall be made, put in writing with reasons stated, and served by first class mail on the appellant within 60 days of the notice of appeal. On appeal, the standards that shall be considered in making a decision are the standards set forth in this article. If it is determined the original decision was made contrary to the standards of this article, the appeal shall be overturned. If it is determined the standards of this article were correctly applied, the decision shall be upheld and the appeal dismissed.