



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • NOVEMBER 9, 2020

Regular Meeting

City Council Chamber

6:00 PM

107 South Lee Street - City Hall, Kingsland, GA 31548

I. PUBLIC HEARING - STARTS AT 6:00PM

1. Public Hearing for Adoption of Ordinance 2020-09 (New Sign Ordinance) to Amend Ordinance 2011-01 (Kingsland Zoning and Land Development Ordinance) -

II. CALL TO ORDER AND WELCOME GUESTS

III. INVOCATION AND PLEDGE TO THE FLAG

IV. ROLL CALL

Charles Grayson Day Jr.
Alex Blount
James W Galloway
Michael J McClain

Mayor
Mayor Pro Tem
Councilman
Councilman

V. CONSENT DOCKET

- A. Approve the Council Minutes of the last regular Council Meeting
- B. Approve the Agenda as Presented
- C. Approve the Payments of Accounts Payable as Due and Funds Available

VI. PRESENTATION

1. Presentation: NFIP Community Rating System (Courtney Reich, AICP, CFM) -

VII. GRANTING AUDIENCE TO THE PUBLIC

VIII. OLD BUSINESS

IX. PLANNING AND ZONING

1. Approval Of: Home Occupation-Sherry Simmons-102 Wheeler Trace -

Sherry Simmons has applied for a Home Occupation for "Team Us Carpet Care" at 102 Wheeler Trace, Tax Parcel 107 Z 007. Zoning is PD/R-1. The purpose of the business will be for carpet and floor cleaning. The applicant has been notified and agrees to the requirements of a Home Occupation as noted in KLADO.

Planning Commission recommends approval.

2. Approval Of: Residential Business-Ashley Richardson-304 Woodbridge Rd. -

Ashley Richardson has applied for a Residential Business Permit for "Georgia Pecan Pie Company" at 304 Woodbridge Rd., Tax Parcel 082 R 001. Zoning is R-1. The purpose of the business will be for baking and selling pies. The applicant has stated a vast majority of her business will be delivering orders to customers, but there will also be some customers that will come to her residence to pick up pies. The applicant has passed the food safety inspection and submitted her Cottage Food License from the Dept. of Agriculture. The food license expires on 12/31/2020 and a new license will need to be re-submitted after the expiration date and on a yearly basis as well to the city business license dept. The applicant has been notified and agrees to the requirements of a Residential Business as noted in KLADO.

Planning Commission recommends approval.

3. Approval Of: Re-Plat-Lake Juniper Phase I & II & Change to Original PD -

The Lake Juniper final plat for Phase I and II was approved by the City Council on June 10, 2019 along with the PD that was submitted by Soncel, Inc. and Lake Juniper, LLC. The Subdivision consists of 40 single family lots on 13.27 acres and is zoned PD/R-1. The developer is now requesting approval for a re-plat of Phase I and II and a change to the original PD in which the side setback requirements would be reduced from 7.5' to 5' for the purpose of accommodating the builders house plans. The new plat has been reviewed by the planning department and staff sees no issues with the reduced setbacks. *Planning Commission recommends approval.*

X. NEW BUSINESS

1. Bid Award: Glass-Fused-To-Steel Storage Tank (Clearwell) -

Purchase of a glass-fused-to-steel storage tank (clearwell) to be installed at Water Treatment Plant #1. Staff recommends Florida AquaStore at \$285,645 (includes delivery and installation).

2. Approval Of: Temporary Construction Easement for Forced Sewer Main Project -

A temporary construction easement for the purpose of preliminary field survey and wetlands work on properties owned by the Roy R. McCollum Estate and Gary Benge. This work is part of the proposed East/West Forced Main project. *Staff recommends approval.*

3. Approval Of: Ordinance 2020-09 Revised Sign Ordinance - Supervisor Scott Kimball

A revised Sign Ordinance to replace Article XII of the Kingsland Land Development Ordinance in its entirety. The ordinance has been reviewed and is recommended for approved by the city attorney.

Staff recommends approval.

4. Approval Of: Change Order for 2018 LMIG - Public Works Director Bill Coleman

Approval of change order for 2018 LMIG adding the resurfacing of Wildwood Road for an additional \$19,623.00. \$16,478.00 funded with remaining LMIG budget and \$3,145.00 funded with SPLOST VII. *Staff recommends approval.*

XI. MAYOR AND COUNCIL ANNOUNCEMENT

XII. ADJOURNED



The City of Kingsland, GA
107 South Lee Street
P.O. Box 250
Kingsland, GA 31548
Ph: 912-729-5613
Fax: 912-729-7618

Planning and Community Development Staff Report

Planning Commission Meeting Date: November 2, 2020

City Council Meeting Date: November 9, 2020

Agenda Item: Home Occupation application for 102 Wheeler Trace,
Map & Parcel 107 Z 007

Background: Sherry Simmons has applied for a Home Occupation for Team Us Carpet Care. The purpose of the business will be for carpet and floor cleaning. The applicant has been notified and agrees to the requirements of a Home Occupation as noted in Article XI, Sec. 110.4 of KLADO.

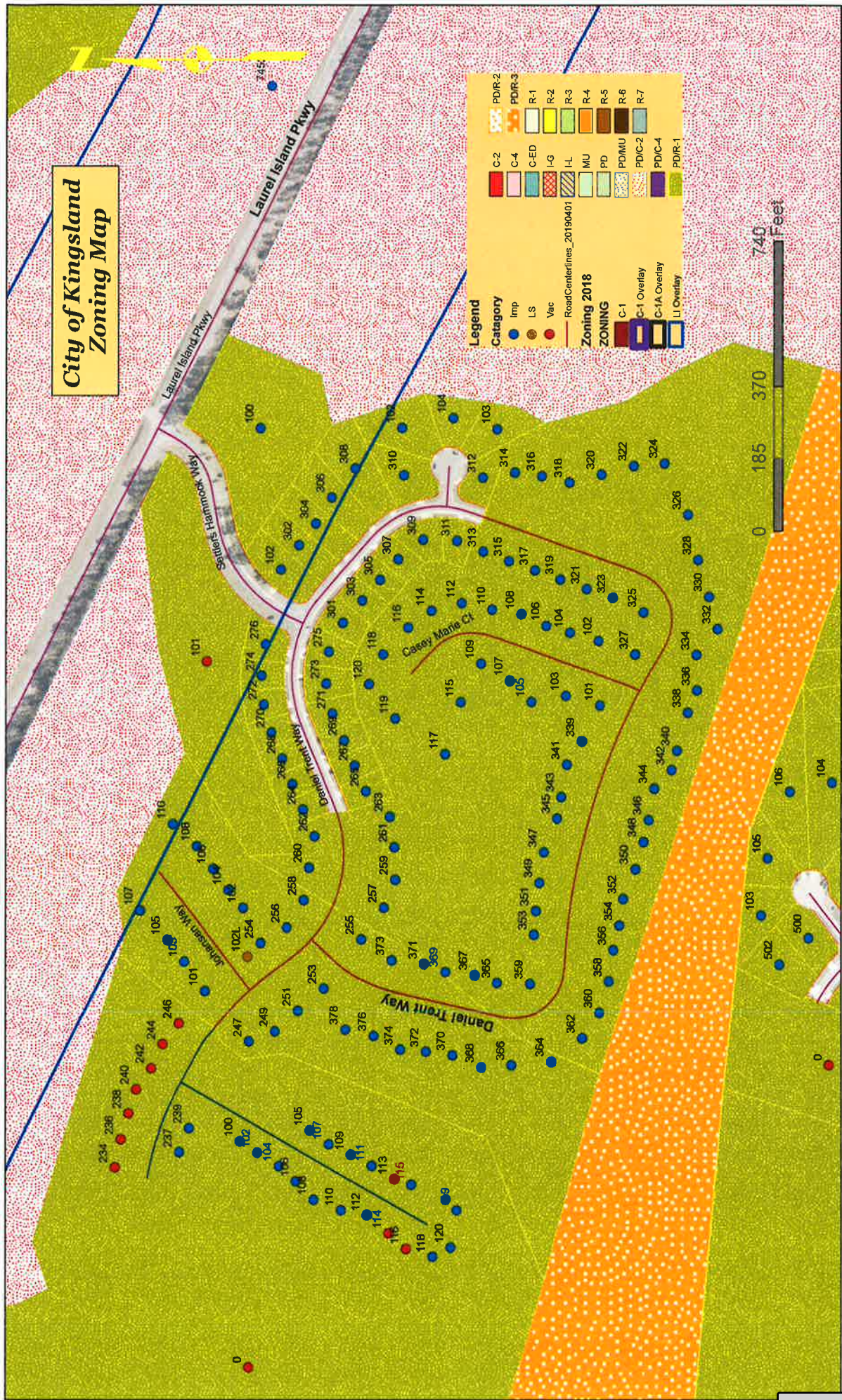
Zoning: PD/R-1

Is Proposal Consistent with the Comprehensive Plan? Yes

Staff Recommendation: Staff recommends approval

Scott L. Kimball

Planning & Zoning Director





The City of Kingsland, GA
 107 South Lee Street
 P.O. Box 250
 Kingsland, GA 31548
 Ph: 912-729-5613
 Fax: 912-729-7618

Planning and Community Development

Staff Report

Planning Commission Meeting Date: November 2, 2020

City Council Meeting Date: November 9, 2020

Agenda Item: Residential Business Application for 304 Woodbridge Rd.,
 Map & Parcel 082 R 001

Background: Ashley Richardson has applied for a Residential Business Permit for Georgia Peach Pie Company. The purpose of the business will be for baking and selling pies. The applicant has stated that a vast majority of her business will be delivering orders to customers, but there will also be some customers that will come to her residence to pick up pies. The applicant has passed the food safety inspection and submitted her Cottage Food License from the Dept. of Agriculture. The food license expires on 12/31/2020 and a new license will need to be re submitted after the expiration date and on yearly basis as well to the city business license dept. The applicant has been notified and agrees to the requirements of a Residential Business as noted in Article XI, Sec. 110.5 of KLADO.

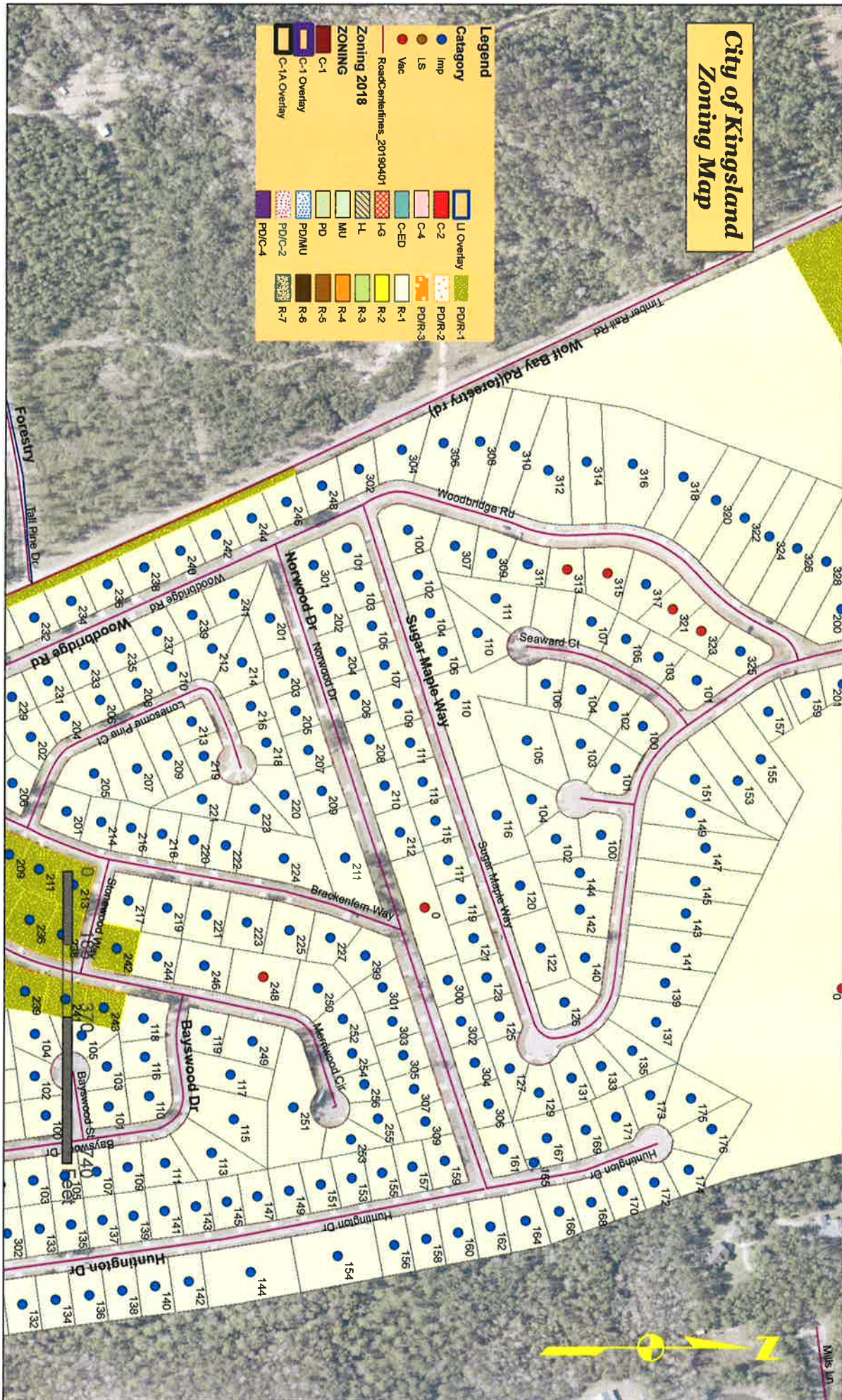
Zoning: R-1

Is Proposal Consistent with the Comprehensive Plan? Yes

Staff Recommendation: Staff recommends approval

Scott L. Kimball

Planning & Zoning Director





The City of Kingsland, GA
 107 South Lee Street
 P.O. Box 250
 Kingsland, GA 31548
 Ph: 912-729-5613
 Fax: 912-729-7618

Planning and Community Development

Staff Report

Planning Commission Meeting Date: November 2, 2020

City Council Meeting Date: November 9, 2020

Agenda Item: Lake Juniper Phase I & II Re Plat and Change to Original PD

Background: The Lake Juniper final plat for Phase I and II was approved by the City Council on June 10, 2019 along with the PD that was submitted by Soncel, Inc. & Lake Juniper, LLC. The Subdivision consists of 40 single family lots on 13.27 acres and is zoned PD/R-1. The developer is now requesting approval for the re plat of Phase I and II and a change to the original PD in which the side setback requirements would be reduced from 7.5' to 5' for the purpose of accommodating the builders house plans. The new plat has been reviewed by the planning dept. and staff sees no issues with the reduced setbacks.

Zoning: PD-R1

Is Proposal Consistent with the Comprehensive Plan? Yes

Staff Recommendation: Staff Recommends approval



E:\Drawing\CAD for ODS FILES\2019\Campus Lake Juniper\The Lakes\CAD\Lake Juniper Phase II\REF.A1.dwg

E:\Dokh.ngi\CAD & PDF FILES\2019\Camden\My Design\The LaceyCAD\446 Lacey Floor 2\A11\CA1.dwg

Bid Tabulation
Glass-Fused-To-Steel Storage Tank (Clearwell)
RFP #20-048
Tuesday, November 3, 2020 @ 2:00 PM

Vendor	Equipment Cost	Delivery Cost	Total Cost	Estimated Time of Arrival (in days)
Florida AquaStore	\$278,045.00	\$7,600.00	\$285,645.00	90 Days
*National Storage Tank				
*Witherup Fabrication and Erection, Inc.				
*American Structures, Inc.				

*NO BID SUBMITTED

RFP was advertised on the City and GMA websites as well as the Georgia Procurement Registry.

**STATE OF GEORGIA
COUNTY OF CAMDEN**

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY ACCESS EASEMENT AGREEMENT (this "Agreement") is made as of the ____ day of _____ 2020, by and among ROY R. MCCOLLUM ESTATE c/o JAMES MCCOLLUM ("Grantor"), and THE CITY OF KINGSLAND, a Georgia municipal corporation ("Grantee").

RECITALS:

A. Grantor is the fee simple owner of that certain tract of land located in the City of Kingsland, Camden County, State of Georgia, as described more particularly as parcel 107 007Y in that conveyance of record in Deed Book 23, Page 72 in the real estate records of the aforesaid county and state (the "Easement Property").

B. Grantee, its successors, and assigns are proposing to expand public water and sewer infrastructure on, though, or immediately adjacent Easement Property depicted on the attached Exhibit A (the "Grantee Property")

C. Grantee and Grantor desire that Grantee and its contractors perform certain wetland delineation activities on the Easement Property in preparation for the Grantee's proposed public utility project on the Grantee Property.

D. Grantee and Grantor desire to create a temporary non-exclusive easement for Grantee to perform certain wetland delineation work within the Easement Property.

NOW THEREFORE, In consideration of the recitals set forth above, the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Declaration of Access Easement. Grantor grants to Grantee non-exclusive easements over the Easement Property in the location shown on Exhibit A (the "Easement Area"). The easements shall be solely for the purposes described on Exhibit B hereto (the "Work"). Grantee and its contractors shall have and are hereby granted temporary rights of ingress and egress to and from, together with reasonable working space on the Easement Property for a period of time expiring at the earlier of: (i) six (6) months after the completion of the Work, and (ii) not later than one (1) year from the date hereof, in order to carry out activities related to the determination of precise wetland boundaries on the ground through a field survey. The Work shall be done in a good and workmanlike manner by licensed and insured contractors. At Grantor's request, Grantee shall cause such contractors to provide evidence of insurance in the form of a certificate with Grantor as an additional named insured. The Work shall be performed in such a manner as to minimize any interference with Grantor, its tenants, occupants, or invitee's quiet enjoyment of the portion of the Easement Property outside of the Easement

Area. Grantee shall remove any debris resulting from the Work promptly upon the completion thereof.

2. Indemnification. Grantee shall indemnify and hold Grantor harmless with respect to any damage to person or property caused by its completion of the Work on the Easement Property.

3. Dedication. Nothing contained in this Agreement shall be deemed a gift or a dedication of any portion of the Easement Property to the general public or for any public purpose whatsoever.

4. Additional Provisions.

(a) This is not a conveyance of the fee in the Easement Property, but only the rights, privileges and easements set forth in this Agreement.

(b) This Agreement may only be amended or modified by instrument in writing executed by all of the Grantee and the Grantor (or the then record owner of the Easement Property).

(c) This Agreement constitutes the entire agreement and understanding of the Grantee and the Grantor with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and oral agreements.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State where the Easement Property lies and the parties agree that jurisdiction and venue for disputes arising hereunder or enforcement hereof shall lie in the state courts having jurisdiction in the County where the Easement Property.

(e) Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof.

(f) The terms of this Agreement may be enforced by an action for injunctive relief, damages, or both, and the prevailing party in any enforcement action shall be entitled to reasonable attorneys' fees and costs of enforcement.

[Execution Page(s) Attached]

IN WITNESS WHEREOF, GRANTOR has caused this instrument to be executed in its name
by its proper and duly authorized representative this ____ day of _____, 2020.

 (sign)
James McCollum

James McCollum (print)
(Print Name)

_____ (sign)

_____ (print)

STATE OF GEORGIA
COUNTY OF CAMDEN

THE FOREGOING INSTRUMENT was acknowledged before me this 26 day of
October, 2020, by James McCollum, whom have personally come before me this date.

 (sign)

Jean Seigler (print)

Notary Public, State of Georgia

My Commission Expires: 4/27/2021

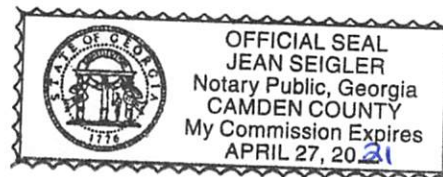


EXHIBIT A

DEPICTION OF EASEMENT AREA

 **qPublic.net™** Camden County, GA



Parcel ID	107 007Y	Owner	ADCORE INC	Last 2 Sales			
Class Code	Commercial		13400 SUTTON PARK DRIVE SOUTH	Date	Price	Reason	Qual
Taxing District	KINGSLAND		SUITE 1604	6/24/2020	0	QC	U
	KINGSLAND		JACKSONVILLE FL 32224	1/23/2008	0	NM	U
Acres	4.19	Physical Address	CROWN POINTE PKWY				
		Assessed Value	Value \$163881				

(Note: Not to be used on legal documents)

Date created: 10/7/2020
Last Data Uploaded: 10/7/2020 7:43:42 AM

Developed by  **Schneider**
INFORMATICS

EXHIBIT B

DESCRIPTION OF WORK

THE WORK TO BE PERFORMED INCLUDES DELINEATING OF WETLANDS AND FIELD SURVEYING WITHIN THE BOUNDS OF THE REQUESTED ACCESS EASEMENT. THE PURPOSE OF THIS WORK, AS DESCRIBED ABOVE, IS FOR FUTURE UTILITY INSTALLATION.

MULTIPLE PERSONS ON BEHALF OF THE GRANTEE WILL ENTER THE EASEMENT TO DETERMINE WETLAND BOUNDARIES. THE DETERMINATION WILL INVOLVE SMALL DIAMETER GROUND CORING AND BOUNDARY IDENTIFICATION WITH FLAGS OR SIMILAR MARKING DEVICES.

STATE OF GEORGIA
COUNTY OF CAMDEN

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY ACCESS EASEMENT AGREEMENT (this "Agreement") is made as of the 03 day of November 2020, by and among Gary Bengé ("Grantor"), and THE CITY OF KINGSLAND, a Georgia municipal corporation ("Grantee").

RECITALS:

A. Grantor is the fee simple owner of that certain tract of land located in the City of Kingsland, Camden County, State of Georgia, as described more particularly as parcel 108 056 in that conveyance of record in Deed Book 1516, Page 441 in the real estate records of the aforesaid county and state (the "Easement Property").

B. Grantee, its successors, and assigns are proposing to expand public water and sewer infrastructure on, through, or immediately adjacent Easement Property depicted on the attached Exhibit A (the "Grantee Property")

C. Grantee and Grantor desire that Grantee and its contractors perform certain wetland delineation activities on the Easement Property in preparation for the Grantee's proposed public utility project on the Grantee Property.

D. Grantee and Grantor desire to create a temporary non-exclusive easement for Grantee to perform certain wetland delineation work within the Easement Property.

NOW THEREFORE, In consideration of the recitals set forth above, the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Declaration of Access Easement. Grantor grants to Grantee non-exclusive easements over the Easement Property in the location shown on Exhibit A (the "Easement Area"). The easements shall be solely for the purposes described on Exhibit B hereto (the "Work"). Grantee and its contractors shall have and are hereby granted temporary rights of ingress and egress to and from, together with reasonable working space on the Easement Property for a period of time expiring at the earlier of: (i) six (6) months after the completion of the Work, and (ii) not later than one (1) year from the date hereof, in order to carry out activities related to the determination of precise wetland boundaries on the ground through a field survey. The Work shall be done in a good and workmanlike manner by licensed and insured contractors. At Grantor's request, Grantee shall cause such contractors to provide evidence of insurance in the form of a certificate with Grantor as an additional named insured. The Work shall be performed in such a manner as to minimize any interference with Grantor, its tenants, occupants, or invitee's quiet enjoyment of the portion of the Easement Property outside of the Easement Area. Grantee shall remove any debris resulting from the Work promptly upon the completion thereof.

2. Indemnification. Grantee shall indemnify and hold Grantor harmless with respect to any damage to person or property caused by its completion of the Work on the Easement Property.

3. Dedication. Nothing contained in this Agreement shall be deemed a gift or a dedication of any portion of the Easement Property to the general public or for any public purpose whatsoever.

4. Additional Provisions.

(a) This is not a conveyance of the fee in the Easement Property, but only the rights, privileges and easements set forth in this Agreement.

(b) This Agreement may only be amended or modified by instrument in writing executed by all of the Grantee and the Grantor (or the then record owner of the Easement Property).

(c) This Agreement constitutes the entire agreement and understanding of the Grantee and the Grantor with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and oral agreements.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State where the Easement Property lies and the parties agree that jurisdiction and venue for disputes arising hereunder or enforcement hereof shall lie in the state courts having jurisdiction in the County where the Easement Property.

(e) Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof.

(f) The terms of this Agreement may be enforced by an action for injunctive relief, damages, or both, and the prevailing party in any enforcement action shall be entitled to reasonable attorneys' fees and costs of enforcement.

[Execution Page(s) Attached]

IN WITNESS WHEREOF, GRANTOR has caused this instrument to be executed in its name

by its proper and duly authorized representative this 3rd day of Nov., 2020.

[Signature] (sign)

Gary Bengé

GARY P BENGÉ (print)
(Print Name)

_____ (sign)

_____ (print)

STATE OF GEORGIA
COUNTY OF CAMDEN

THE FOREGOING INSTRUMENT was acknowledged before me this 3rd day of Nov., 2020, by Gary Bengé, whom have personally come before me this date.



[Signature] (sign)

Selina Y. Bell (print)
Notary Public, State of Georgia
My Commission Expires: 07/06/21

EXHIBIT A

DEPICTION OF EASEMENT AREA

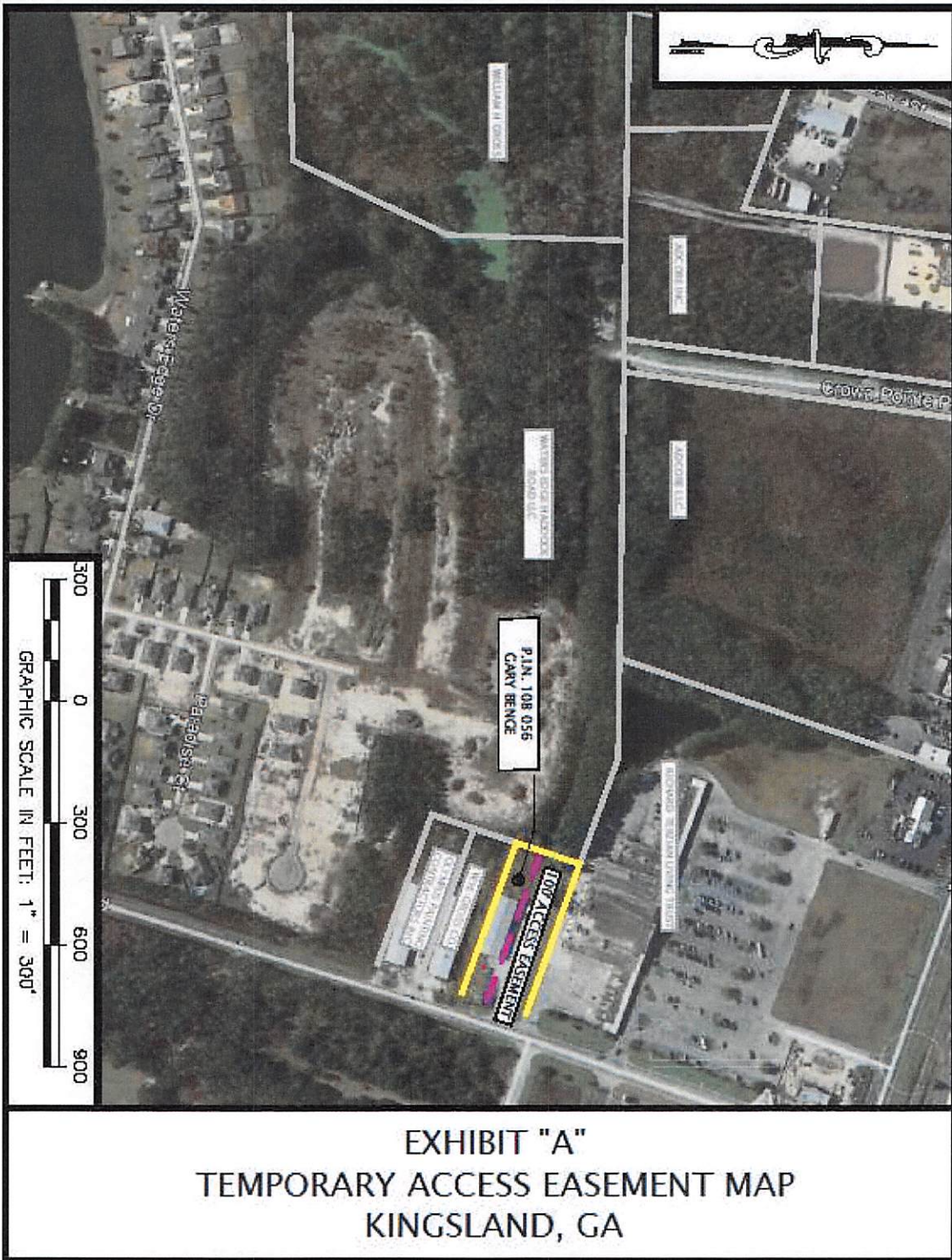


EXHIBIT B

DESCRIPTION OF WORK

THE WORK TO BE PERFORMED INCLUDES DELINEATING OF WETLANDS AND FIELD SURVEYING WITHIN THE BOUNDS OF THE REQUESTED ACCESS EASEMENT. THE PURPOSE OF THIS WORK, AS DESCRIBED ABOVE, IS FOR FUTURE UTILITY INSTALLATION.

MULTIPLE PERSONS ON BEHALF OF THE GRANTEE WILL ENTER THE EASEMENT TO DETERMINE WETLAND BOUNDARIES. THE DETERMINATION WILL INVOLVE SMALL DIAMETER GROUND CORING AND BOUNDARY IDENTIFICATION WITH FLAGS OR SIMILAR MARKING DEVICES.

Section 1 - Purpose and Findings.

Be it ordained by the City Council of the City of Kingsland that:

The Mayor and Council find that signs provide an important medium through which individuals may convey a variety of messages. However, left completely unregulated, signs can become a threat to public safety as a traffic hazard and detriment to property values and the City's overall public welfare as an aesthetic nuisance. By enacting this ordinance, the Mayor and Council intend to:

- (a) Balance the rights of individuals to convey their messages through signs and the right of the public to be protected against the unrestricted proliferation of signs;
- (b) Protect the public health, safety, and welfare;
- (c) Reduce traffic and pedestrian hazards;
- (d) Maintain the historical image of the City;
- (e) Protect property values by minimizing the possible adverse effects and visual blight caused by signs;
- (f) Promote economic development; and
- (g) Ensure the fair and consistent enforcement of sign regulations.

Section 2 - Definitions.

"Aggregate sign area" shall mean the area of all signs on a parcel, excluding the area of one face of all double-faced signs.

"Animated sign" shall mean a sign with action, motion, or changing colors which requires electrical energy. This definition includes any signs that electronically change the sign face, whether by substitution of copy or scrolling. An electronic sign that maintains a steady sign face without change for no less than six (6) hours is not considered an animated sign. However, any deviation from the minimum six (6) hour change of unchanged copy results in the sign being considered an animated sign.

"Area of a sign/ Sign area" shall mean the smallest square, rectangle, triangle, circle, or combination thereof, which encompasses one face of the entire sign, inclusive of any border and trim but excluding the base, apron, supports, and other structural members.

"Awning sign" shall mean a sign located on a roof-like cover extending before a place as a shelter and which may be used in lieu of a wall sign.

"Billboard sign" shall mean any sign that meets all of the following criteria:

- (1) is freestanding;
- (2) has a sign area exceeding 300 square feet;
- (3) is located adjacent to an interstate highway or a road designated as part of the

- (4) primary highway system; and
 is designed to advertise or provide information concerning businesses, products, services, or establishments that are not present or normally conducted, sold, or offered on the premises and/or property on which the sign is located.

“Double-faced sign” shall mean a sign which has two (2) display areas placed back to back against each other or where the interior angle formed by the display areas is sixty (60) degrees or less, where one face is designed to be seen from one direction and the other face from another direction.

“Flag” shall mean any fabric or bunting containing colors, patterns, or symbols used to signify a government or other entity or organization.

“Freestanding sign” shall mean a sign securely affixed to a support structure which is permanently attached to the ground and wholly independent of any building for support, such as monument or stanchion signs.

“Illuminated sign” shall mean a sign that has light cast upon the sign from a source either internal to the sign or from an external light source directed primarily toward such sign.

“Monument sign” shall mean a freestanding sign mounted directly upon the ground. Such sign may not be attached to or be a part of or supported by the building in or to which the sign applies.

“Non-conforming sign” shall mean any sign which does not conform to the provisions of this ordinance that was legal at the time of its erection.

“Parcel” shall mean a separate tax unit of real property on county real estate records.

“Pylon sign” shall mean a freestanding sign mounted on one or more steel poles set in the ground and of sufficient strength and size to support the advertisement portion of such structure which rests upon or is supported by such poles. However, as used in these ordinances, “Pylon sign” shall not include any sign meeting the definition of “Billboard Sign.”

“Roof sign” shall mean a sign attached to or supported by the roof of a building which extends above the immediately adjacent roof line of the building.

“Sign” shall mean a device or representation for visual communication which is used for the purpose of bringing the subject thereof to the attention of others.

“Wall sign” shall mean a sign fastened, placed or painted upon or parallel to the exterior wall of the structure itself, whether front, rear or side of the structure.

“Window sign” shall mean a sign installed flush with or on a window and intended to be viewed from the outside.

Section 3 - Permits.

- (a) All signs allowed by this ordinance, except those exempted from obtaining a permit shall require a permit issued by the city prior to posting, displaying, substantially changing, or erecting a sign in the city.
- (b) Existing signs which conform to the provisions of this ordinance that would be required to obtain a permit under the regulations of this ordinance must register with the city within 90 days of the effective date of this ordinance. The information provided for registration will be the same information required in a permit application under Section No permit fee will be required for the registration of existing signs.

Section 4 - Application Information.

Applications for sign permits required by this ordinance shall be filed by the sign owner or the owner's agent with the City Building Official. The application shall describe and set forth the following:

- (a) The street address of the property upon which the sign is to be located and a plat map of the property, drawn to scale, showing all existing structures, including existing signage and which bears an indication of the proposed location of the sign.
- (b) The aggregate area for all signs on the parcel.
- (c) The name(s) and address(es) of all of the owner(s) of the real property upon which the subject sign is to be located.
- (d) Consent of the owner, or the owner's agent, granting permission for the placement or maintenance of the sign.
- (e) Name, address, phone number of the sign contractor.
- (f) The type of sign to be erected, the area of the sign, the height of the sign, the shape of the sign, and an explanation of how the sign is to be mounted or erected.
- (g) The distance of the sign from the closest adjacent sign in either direction.
- (h) The size of the parcel on which the sign is to be placed.

Section 5 - Time for Consideration.

The City shall process all sign permit applications within 30 business days of the City's actual receipt of a completed application and accompanying sign permit fee. The Building Official shall give notice to the applicant of the decision of the City by hand delivery or by mailing a notice, by first class mail, to the address on the permit application on or before the 30th business day after the City's receipt of the completed application and fee. If mailed, notice shall be deemed to have been given upon the date of mailing in conformity with this section. If the City fails to act within the 30 business day period, the permit shall be deemed to have been granted.

Section 6 - Denial and Revocation.

(a) Procedure

The City shall deny permits to applicants that submit applications for signs that do not comply with the provisions of this ordinance, are incomplete applications, or applications containing any false material statements. Violation of any provision of this ordinance will be grounds for terminating a permit granted by the city for the erection of a sign. Should it be determined that a sign permit was issued pursuant to an incomplete application or an application containing a false material statement, or that a permit has been erroneously issued in violation of this ordinance, the clerk shall revoke the permit. Should the city deny a permit, the reasons for the denial are to be stated in writing and mailed by first class mail or via hand delivery to the address on the permit application on or before the 30th business day after the City's receipt of the application. Any application denied and later resubmitted shall be deemed to have been submitted on the date of re-submission, instead of the date of the original submission. No permit shall be denied or revoked, except for due cause as hereinafter defined, and the applicant is granted a public hearing before the planning commission. The applicant will be given ten (10) days written notice of the time, place and purpose of the hearing, with a statement of the reason for the denial of the permit application, or the revocation of a permit. "Due cause" is the violation of the provisions of this ordinance, state or federal law related to signage, or the submission of an incomplete application or an application containing false material statements.

(b) Appeal

An individual whose permit application has been denied or a permittee whose permit has been revoked may appeal the decision of the Planning Commission to the City Council upon filing of written notice of an appeal with the City Clerk within 10 business days of the Planning Commission decision. Such appeal shall be considered by the Council at the next City Council meeting held after the city's receipt of the written notice of appeal, provided that notice of appeal is received a minimum of five full business days before the meeting. If the appeal is not heard at such meeting, it shall be heard at the next regular meeting of Council thereafter. The Council shall make a final decision no later than 30 days from the date of the hearing.

- (c) In the event an individual whose permit has been denied or revoked is dissatisfied with the decision of the City Council, he or she may petition for writ of certiorari to the superior court as provided by law.

Section 7 - Permit Expiration.

A sign permit shall become null and void if the sign for which the permit was issued has not been completed and installed in accordance with the permit application within six (6) months after the date of issuance. No refunds will be made for permit fees paid for permits that expired due to failure to erect a permitted sign. If later an individual desires to erect a sign at the same location, a new application must be processed and another fee paid in accordance with the fee schedule applicable at such time.

Section 8 - Fees.

The cost of a permit shall be as follows per sign:

- (a) Wall Sign - \$50.00
- (b) Pylon Sign – 7 feet to 75 feet- \$135.00; over 76 feet - \$250.00
- (c) All other signs - \$75.00

Section 9 - Prohibited Signs.

The following types of signs are prohibited throughout the city:

- (a) Roof signs or any non-freestanding sign which extends above the roof line of a building;
- (b) Signs on public rights of way other than publicly owned or maintained signs;
- (c) Window signs which exceed 30% of the window area;
- (d) Signs which contain words, pictures, or statements which are obscene, as defined by the Official Code of Georgia Annotated § 16-12-80;
- (e) Signs which simulate an official traffic control or warning sign or hide from view any traffic or street sign, signal or public service sign;
- (f) Signs which emit or utilize in any manner any sound capable of being detected on any traveled road or highway by a person with normal hearing;
- (g) Signs which interfere with road or highway visibility or obstruct or otherwise interfere with the safe and orderly movement of traffic;
- (h) Signs erected by nailing, fastening or affixing the sign in any manner to any tree, post, curve, utility pole, or other structure except as set forth herein (provided, however, that this shall not be construed as prohibiting “keep out,” “no trespassing,” or “posted” signs);
- (i) Abandoned or dilapidated signs;
- (j) Signs which advertise or encourage an illegal activity as defined by local, state, or federal laws;
- (k) Any sign on or towed behind a boat, raft, aircraft, or helicopter;
- (l) Permanent A-frame, sandwich type, sidewalk, or curb signs, provided that such signs shall be allowed if they are removed nightly, do not encroach on any handicap access, and are at least four (4) feet from any automobile travel path;
- (m) Signs which make use of the words “stop,” “look,” “danger,” or any other word, phrase, symbol, or character likely to interfere with, mislead, or confuse vehicular traffic;
- (n) Unshielded illuminated devices that produce glare or create a hazard or nuisance to

- motorists or occupants of adjacent properties;
- (o) Signs erected or displayed in any salt marsh areas or on any land subject to periodic inundation by tidal saltwater;
- (p) Tethered balloons or other inflatable signs located in a commercial district other than C-1 for more than one week over a three-month period;
- (q) Signs which emit visible smoke, vapor, particles, or odor;
- (r) Signs that cause radio, television, or other communications interference;
- (s) Signs (other than those erected by public agencies) located within any street or highway right-of-way;
- (t) Searchlights and beacons; and
- (u) Strings of lights, pennants, or other similar attention-getting devices.

Section 10 - Restrictions in Residential Zoning Districts.

Other than subdivision entrance signs allowed under Section 11, parcels located in residential zoning districts shall not contain signs having an aggregate sign area greater than six (6) square feet. No individual sign shall exceed six (6) square feet in sign area in a residential zoning district. Signs having a height of greater than five (5) feet above the grade level of the center line of the adjacent street to which the parcel on which the sign is located shall not be located in residential zoning districts. Signs meeting the standards of this section are exempt from permitting requirements.

Section 11 - Residential Subdivision Entrance Signs.

Platted residential subdivisions consisting of more than 2 parcels may erect one monument sign at each entrance to the subdivision. Such sign shall not exceed a height of five (5) feet above the grade level of the center line of the adjacent street and shall not have a sign area greater than twenty-five (25) square feet. Such entrance signs shall not count toward the maximum allowable signage on a residential parcel.

Section 12 - Height Requirements.

The following height requirements shall be applicable to signs located in non-residential zoning districts:

- (a) No Pylon sign shall exceed twenty-four (24) feet in height at the highest point on the sign.
- (b) Monument signs shall not exceed six (6) feet in height.
- (c) All sign heights shall be measured from the grade level of the center line of the adjacent street to which the property on which the sign is located has access. The level of the ground shall not be altered in such a way as to provide additional sign height.

Section 13 - General Size and Location Requirements in Non-Residential Districts.

- (a) No freestanding sign may be located within 30 feet of the intersection of street right-of-way lines.
- (b) No sign shall be located on any building, fence or other property belonging to another person without the consent of the owner, and as permitted under the provisions of this ordinance.
- (c) *Pylon signs.*
 - (1) Pylon signs for parcels exceeding three (3) acres shall not exceed a sign area of 150 square feet.
 - (2) Pylon signs for parcels less than three (3) acres, but equal to or greater than 30,000 square feet shall not exceed a sign area of 90 square feet.
 - (3) Pylon signs for parcels less than 30,000 square feet in size shall not exceed a sign area of 70 square feet.
 - (4) Pylon signs shall only be located on property in commercial or industrial zoning areas and shall be limited to one such sign per parcel per street frontage.
- (d) *Monument signs.* Monument signs shall not exceed 60 square feet of total area, which shall include signage and structure, and shall be limited to one such sign per parcel.
- (e) *Wall and Awning Signs.*
 - (1) Wall and awning signs shall not project above the parapet wall.
 - (2) Wall signs shall not project beyond the building face. Awning signs shall not project beyond the building face by more than four feet.
 - (3) Wall and awning signs shall not exceed a sign area of 300 square feet or ten percent of the wall face of the premises to which the sign relates, whichever is less, on each street facing wall.
 - (4) The maximum wall or awning sign height shall be ten feet.
 - (5) Wall signs shall only be located on property in commercial or industrial zoning areas.
 - (6) Each building tenant shall be limited to one wall or awning sign on each street facing wall.
- (f) *Maximum aggregate sign area.*
Parcels may contain more than one freestanding sign, provided that:
 - (1) Parcels exceeding three acres shall be allowed a maximum aggregate sign area of 300 square feet for the entire parcel.
 - (2) Parcels less than three acres but greater than 30,000 square feet shall be allowed a maximum aggregate sign area of 180 square feet for the entire parcel.
 - (3) Parcels less than 30,000 square feet in size shall be allowed a maximum aggregate sign area of 100 square feet for the entire parcel.
 - (4) These limits shall not include the area of any wall signs, window signs or billboard signs located on the parcel.
 - (5) These limits shall include the area of all freestanding signs on the parcel.

Section 14 – Billboard Signs

- (a) No Billboard sign shall be allowed unless it meets all standards and requirements that may exist under federal or state law, including but not limited to those requirements imposed pursuant to O.C.G.A. § 32-6-70, *et seq.* Billboard signs are not subject to the approval process set forth in this ordinance, but they must be approved by any applicable permitting process administered by the federal or state government.
- (b) Notwithstanding anything to the contrary herein, Billboard signs shall be totally prohibited within the Laurel Island Parkway Overlay District.

Section 15 - Construction and Maintenance Standards.

- (a) All signs for which a permit is required under this ordinance shall be constructed and maintained in accordance with the provisions of the city building code.
- (b) Signs for which a permit is not required under this ordinance that are constructed of degradable material may be posted for a maximum of 60 days unless replaced with another sign of the same material. Any such replacement signs may be posted for a maximum of 60 days.
- (c) All signs shall be kept clean, neatly painted, and maintained at all times so as not to be detrimental to public health and safety. This includes but is not limited to keeping the sign free from faulty wiring, loose fastenings, and sharp or otherwise dangerous protrusions.

Section 16 - Nonconforming Signs.

- (a) Nonconforming signs, which met all legal requirements when erected, may stay in place, provided that within 90 days of the effective date of this ordinance the owner of the non-conforming sign or the owner's agent registers the sign with the city. Such registration shall contain the information listed in Section 4(a) and shall specify the sign being registered as non-conforming and shall state that the sign was completely installed before the effective date of this ordinance. The payment of a fee is not required for the registration of a non-conforming sign; however, failure to register shall be considered an offense and may be punished as any other ordinance violation. Non-conforming signs shall be permitted until one of the following conditions occurs:
 - (1) The deterioration of the sign or damage to the sign makes it a hazard or unsightly; or
 - (2) The sign has been damaged by circumstances beyond the control of the owner to the extent that more than minor repairs are required to restore the sign; provided that signs damaged by Act of God and not due to the owner's action may be restored to their pre-damaged condition, provided that the useful life of the signs is not extended.
- (b) No structural repairs except those permitted pursuant to Subsection (a)(2) above change in shape, size or design, shall be permitted except to make a non-conforming sign comply with all requirements of this ordinance.
- (c) A non-conforming sign may not be replaced by another non-conforming sign except where changed conditions beyond the control of the owner render the sign

nonconforming or warrant the sign's repair.

Section 17 - Variances.

Variances shall be limited to the minimum relief necessary to overcome the hardship. No variance shall be granted to allow a greater number of signs than would be allowed if the hardship did not exist. A variance from compliance with the sign regulations of this ordinance shall be limited to the following hardship situations:

(a) Standards.

(1) Where visibility of a conforming sign from the public street and within 50 feet of the proposed sign would be substantially impaired by existing trees, plants, natural features, signs, existing buildings or structures on a different lot; and

(2) Placement of the sign elsewhere on the lot would not remedy the visual obstruction; and such visibility obstruction was not created by the owner of the subject property; and the variance proposed would not create a safety hazard to traffic.

(b) Variance applications shall be submitted to the Planning and Zoning Department and shall be heard under the same time frames and rules governing appeals under this ordinance.

Section 18 - Exemptions from Permit Requirements.

(a) The following types of signs shall be exempt from the permit requirements of Section 3 and shall not count towards the maximum aggregate sign area limits provided in Sections 10 and 13(g):

(1) Non-illuminated signs, having a sign area of less than fifteen (15) square feet, provided they are not located in the public right of way.

(2) Window signs installed for purposes of viewing from outside the premises. However, such signs shall not exceed thirty (30) percent of the available window space.

(3) Numerals displayed for purposes of identifying property location and not exceeding four (4) inches in height in residential districts and ten (10) inches in height in nonresidential districts.

(4) Seasonal displays located outside of the public right of way that are erected for a maximum period of thirty days no more than twice a year.

(5) Directional signs (*e.g.*, entrance, exit, caution, slow, or no trespassing signs) so long as each such sign does not exceed two (2) square feet in area.

(b) Every parcel may display no more than two (2) flags that shall not count toward the maximum aggregate sign area limits provided in Sections 10 and 13(g) without obtaining a permit. Flagpoles in residential zoned districts shall not exceed thirty (30) feet in height or the height of the primary structure, whichever is less. Flagpoles in commercial or industrial zoned districts shall not exceed sixty (60) feet in height. The dimensions of any flag shall be proportional to the flagpole height such that the hoist side of the flag shall not exceed fifty (50) percent of the vertical height.

Section 19 - Illumination.

Illumination for signs shall not cast light on adjoining property or shine in such a manner as to cause traffic interference. Illumination shall be constant and shall not change, flash, scroll or stimulate movement.

Section 20 - Enforcement and Penalties.

- (a) All signs shall be maintained in good condition as to present a neat and orderly appearance. The city may, after due notice, issue a citation to any permittee for any sign which shows gross neglect or becomes dilapidated. Such due notice shall be in writing, shall specify the sign and location, and shall state that the sign has not been properly maintained. The city shall give the permittee ten (10) days to rectify the condition or remove the dilapidated sign before issuing a citation.
- (b) The city may issue a citation for violation of this ordinance by any sign erected, altered, converted, or used in violation of this ordinance.
- (c) Any person violating any provision of this ordinance shall be liable for a fine of one hundred fifty dollars (\$150) for each violation. Each day a sign is posted in violation of this ordinance shall constitute a separate violation.

Section 21 - Severability.

In the event any section, subsection, sentence, or word of this ordinance is declared and adjudged to be invalidated or unconstitutional, such declaration or adjudication shall not affect the remaining portions of this article, which shall remain in full force and effect as if such portion so declared or adjudged unconstitutional were not originally part of this article. The City Council declares that it would have enacted the remaining parts of this article if it had known that such portion thereof would be declared or adjudged invalid or unconstitutional.

Section 22 - Effective Date.

The effective date of this ordinance shall be _____. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

