

---

**City Council of Peachtree City**

**Agenda**

**February 1, 2018**

**6:30 p.m.**

- I. Call to Order
- II. Pledge of Allegiance
- III. Announcements, Awards, Special Recognition
  - Employee of the Month (December) – Kevin Brown, Police Department
  - Recognize Bob Werner, Public Works – 20 Years of Service
  - Recognize David McDaniel, Public Works – 20 Years of Service
- IV. Public Comment
- V. Agenda Changes
- VI. Minutes
  - January 4, 2018, Regular Meeting
- VII. Quarterly Reports – 4<sup>th</sup> Quarter 2017
- VIII. Consent Agenda
  1. Consider Appointment(s) to Peachtree City Airport Authority – Interviews on January 31
  2. Consider Appointment(s) to Peachtree City Water & Sewer Authority – Bob Grove, Jon Rorie
  3. Consider Contract for Insurance Brokerage – McGriff, Seibel & Williams of Georgia, Inc.
  4. Consider Alcohol License – NEW – Kedron World of Beverage, Kedron Shopping Center
  5. Consider Request to Extend Time Limit on Alcohol License – Goto, LLC
  6. Consider Surplus of Vehicle – 2015 Yamaha Viking, Police Department
- IX. Old Agenda Items
- X. New Agenda Items
  - 02-18-01 Public Hearing – Annual Re-adoption of Peachtree City Zoning Map *(Mike Warrix)*  
*(Re-advertised for February 15)*
  - 02-18-02 Public Hearing – Rezoning Request, AR to LUR, 279 Senoia Road *(Mike Warrix)*  
*(Re-advertised for February 15)*
  - 02-18-03 Public Hearing – Consider Variance Request to Front Setback – 113 Tamerlane
  - 02-18-04 Consider Southside Quick Response (Fire/EMS) Station *(Chief O'Conor)*
  - 02-18-05 Consider Bid Award for Police Vehicles and Aftermarket Accessories for  
Police Vehicles – Allan Vigil-Morrow, Wade Ford, ProLogicITS *(Chief Moon)*
  - 02-18-06 Consider SPLOST Expenditures for Police Department – Motorola, Inc. &  
Coban Technologies *(Chief Moon)*
  - 02-18-07 Consider Wireless Communications Ordinance *(Mike Warrix/Paul Salvatore)*
  - 02-15-08 Consider Intergovernmental Agreements for Fayette County  
Service Delivery Strategy *(Jon Rorie)*
    - Road Resurfacing Agreement
    - Recreation Facility and Program Agreement
    - Economic Development Tax Incentive Agreement
    - Jail Inmate Agreement
    - Fueling Station Agreement
  - 02-18-09 Consider Bid for Stormwater Pipe-Lining – Group A
  - 02-18-10 Consider Bid for Stormwater Pipe-Lining – Group B
- XI. Council/Staff Topics
  - Discuss All Children's Playground (ACP)/Drake Field Bridge Design and Costs
- XII. Executive Session
- XIII. Adjourn

This agenda is subject to change at any time up to 24 hours prior to the scheduled meeting

**City Council of Peachtree City  
Meeting Minutes  
January 4, 2018  
7:00 p.m.**

The Mayor and Council of Peachtree City met in regular session on Thursday, January 4, 2018. Mayor Vanessa Fleisch called the meeting to order at 7:00 p.m. Others attending: Terry Ernst, Mike King, Kevin Madden, and Phil Prebor.

**Election and Oath of Office for Mayor Pro-tem**

King nominated Ernst for Mayor Pro-tem. Prebor seconded. There were no other nominations. Motion carried unanimously.

Fleisch administered the oath of office to Ernst.

**Announcements, Awards, Special Recognition**

Assistant Police Chief Stan Pye and Lt. Brad Williams presented Sgt. James Harris with the Commendation of Valor award, which Pye said was one of the highest honors a police officer could receive. Fleisch recognized Police Sgt. Brian Eden with the Supervisor of the 4<sup>th</sup> Quarter and of the Year, mentioning his success in managing the My Community Officer program. Fleisch recognized Marty Davis of Public Works as City Employee of the Year, commenting on his work supervising a storm drain replacement project.

**2018 State of the City Address**

Fleisch shared her State of the City address presented earlier that day at the Peachtree City Rotary Club meeting. Her remarks included:

*I am honored to be before you again this year to offer the state of the city going into the New Year. Our city will continue to meet challenges head-on instead of recoiling and kicking the can down the road because we have a council that is willing to make the tough decisions necessary for our city.*

*Our citizens are telling us how important it is to them to repair our infrastructure, perhaps most vocally in the passage of the first SPLOST since 2005. The SPLOST passed by a 3-1 margin in the city and by a 2-1 margin in the county. We have already started purchasing equipment identified in the SPLOST list and some of the projects related to Lake Peachtree have been started.*

*In 2014 large holes were found in Lake Peachtree's spillway which began the long process of determining the best path forward. The building of the spillway ensures that the lake will be enjoyed by our citizens for generations. Updating the 1966 lake agreement with the county was a huge step towards the restoration of the lake. Without the agreement, we would not have been able to start the new spillway. I'd invite you to drive down McIntosh Trail to see the enormity of this project that will protect life and property downstream for years.*

*The land bridge to Spyglass Island and the creation of a passive park on the island have started. There are concepts in the works for the bridge from Drake to All Children's playground, the bridge along 54 and the bridge atop the new spillway. SPLOST has ensured that we will have the funds necessary to catch up on the many road and cart path paving projects across the city. Last year 3 miles of road were resurfaced, because of the SPLOST, we anticipate repaving between 10 and 12 miles of road this year. While 9*



miles of cart path were reconstructed last year, due to the SPLOST we will be able to do an additional 3 miles of cart paths this year. Plus, we are already constructing new paths to enhance connectivity. A company named IMS has been driving their vehicles across each mile of road in the city rating the roads using their laser technology. This objective, quantitative assessment of our roads could potentially save us money by prioritizing the roads in need of repair. If we are able to resurface roads prior to their having to be fully rebuilt there is a true potential for cost savings.

#### **54 West**

The traffic analysis of highway 54 which was completed in June of 2014 has yielded the following enhancements along the corridor:

- The traffic loop system which was installed in 2015 from a grant from the Atlanta Regional Commission to help the timing of the traffic lights
- The Green T which is an improvement that was funded by a developer at a cost of approximately 7 hundred thousand dollars
- The grant from the Georgia Department of Transportation for the lane adjustments to the entrances of Planterra and Walmart---those were completed in November.
- The intersection changes to Planterra and 54 which is a SPLOST project will be completed soon, as will the upgrades to MacDuff and 54.
- The 10-million-dollar continuous flow or displaced left-turn project which will be under construction in 2020 for the 54/74 intersection

This analysis cost the taxpayers of Peachtree City \$70,000, yet it has yielded so much in return. Far from one of those studies that gathers dust on a shelf -- this analysis has become the blueprint for betterments along the corridor. We are making the corridor more efficient; however, the volume along 54 West will continue to be an issue. We are making upgrades that will help to manage the situation, but we will need to keep looking for solutions to alleviate the volume along 54.

This analysis has also been the catalyst for the renewing of the relationship between the City and GDOT and the ARC. As a city, we have been working with both agencies to help with a number of long-standing issues across the city.

Another project that was completed last year was MacDuff Parkway. This road was built by the developer at a cost of nearly 8 million dollars. The plans for the road were approved in 2007 and it was constructed per those plans. The developer has installed the traffic light at Senoia and MacDuff and it will be operational soon.

As a City, we need to look at the future of 54 from 54/74 to City Hall and devise a master plan for that area to help spur redevelopment. This idea came out of the discussions with our comprehensive plan citizen committee and our commissions and authorities. A grant application will be submitted in order to help pay for this master plan. Now is the time to look at ways to incentivize redevelopment of our residential and commercial areas. 80 percent of the land in Peachtree City is made up of residential real estate. Consequently, much of what is left of vacant industrial land abuts residential land making the two not always compatible. It would be wrong to sacrifice the quality of life of some residents in order to preserve a rather small amount of industrial land. To put it into perspective, it would take about 30,000 acres of industrial land annexed into the city in order to make the ratio of residential to industrial 50-50.

We need to be continuously looking at ways to increase the commercial side of our tax

base so that we do not burden homeowners. Residential properties make up about 66 percent of our tax base while commercial properties make up 34 percent. The average age of a home in Peachtree City is 29 years old. Last year the property values across the city increased over 12 percent. The rise in home values over the past four years is due to the upturn in the housing market and the city's reinvestment in our infrastructure. We need to keep Peachtree City a desirable place to live. Surrounding communities are building new homes and there is a natural consumer attraction to new areas. We will be competing in a new environment in the coming years and we need to stay relevant through redevelopment and possibly additional annexations.

### **Finances**

Due to the recession, the city's finances were in an austere mode for many years yet thanks to very conservative budgeting, the financial viability of the city was never in jeopardy. We were one of the few cities in Georgia to maintain a AAA bond rating throughout the recession and we still maintain it today. In fact, our finance department has once again received accolades for its abilities.

### **Public Safety**

We were recently rated as the safest city in Georgia!. We have one of the best police departments in the country! We have a very engaged police department. Through the My Community Officer program, members of the PD are assigned to the 171 neighborhoods in the city. Our Community Outreach Events have increased from 121 events in 2014 to 1266 events or a 946% increase in 2017. The PD was recognized by the Georgia Association of Chiefs of Police for this Program in 2017.

The department is known for its transparency through its Facebook page which has grown from 700 followers in 2012 to over 19,000 to date. The department has added two administrators from each division to further expand its social media outreach with the community. Additionally, each patrol sergeant can post current topics of interest to the Facebook page.

We also have one of the best fire departments in the country! Our department answered more than 4,100 emergency calls. This is twice as many calls as in the year 2000, which is a reflection of our aging demographic. Peachtree City is blessed to have men and women who are truly dedicated to their calling in public safety.

### **Stormwater**

Our stormwater department relined about 9000 feet of stormwater pipe and completed 17 pipe replacement projects. 96 percent of all stormwater pipes in Peachtree City are made of aging corrugated metal that will have to be relined or replaced at some point.

### **WASA**

Council has initiated state legislation to secure that the future decision making of Peachtree City's sewer system resides with the City Council. This will also provide that the commodity of Peachtree City's sewer capacity is appropriately allocated should we decide to extend the system outside the city limits.

### **Amphitheater**

The responsibility for the amphitheater was moved to the recreation and special events department, which entered into a partnership for the management of the amphitheater and some city events. This company has contracts with other municipalities that form a collective of cities to add to our concert buying power. . . The amphitheater, in my



opinion, has been an underutilized asset of the city. But with this new partnership, there is potential to increase the quality and quantity of concerts at the venue.

The recreation department will also be responsible for the new skateboard park which will start construction in the next couple of weeks at Glenloch and the bid process will start sometime in 2018 for the construction of the splash pad also at Glenloch.

### **Night Market**

The recreation department, along with private individuals, worked to bring Night Market at Drake to the city. The journey towards improving Drake field began in 2013 when we struggled to find the monies necessary to install utilities and other upgrades to the field. For me, it is especially gratifying to see Drake become the park that I had hoped it could be for our city: A centralized place to have events that will strengthen our sense of community.

We as a city have so much good news to share about all of the things that have been happening. Unfortunately, we have not been very good at effectively sharing that good news to our citizens. Over the years we have made slow deliberate strides but this year it will be even more important to share the progress of the SPLOST projects and other events so that our citizens are continually updated.

This year the city will turn 59 years old, and it is my hope that as we plan the 60<sup>th</sup> anniversary of our great city we will use Drake Field and the amphitheater and other great features of our community throughout the anniversary year of 2019 to further highlight many of the wonderful aspects of our great city.  
Thank you again for the honor of serving you.

### **Public Comment**

There were no public comments.

### **Agenda Changes**

There were no changes to the agenda.

### **Minutes**

#### **December 7, 2017, Regular Meeting Minutes**

King moved to approve the December 7, 2017, regular meeting minutes as written. Ernst seconded. Motion carried 4-0-1, with Madden abstaining.

### **Consent Agenda**

1. Consider Indemnification of Public Officials
  2. Consider Legal Organ - Fayette County News/Today in Peachtree City
  3. Certify December 5, 2017, Runoff Election Results
  4. Consider Amendment to Administration Ordinance – Council Meeting Time
  5. Consider FY 2018 Budget Amendments
  6. Consider Resolution to Join GIRMA Fund for Firefighters' Cancer Coverage Program
  7. Consider Contract for Police Department Parking Lot Resurfacing - Atlanta Paving & Concrete
- Ernst moved to approve Consent Agenda items 1 – 7. Prebor seconded. Motion carried unanimously.

### **Old Agenda Items**

There were none.

**New Agenda Items****01-18-0      Consider Contract for Lake Peachtree Boat Ramp Reconstruction – BOSS Construction**

City Manager Jon Rorie noted that the City had been looking at projects that were easier to accomplish while the lake levels were lower during the spillway construction. He said Integrated Science & Engineering (ISE) had been asked to develop plans for rebuilding the Pinecrest and Battery Way boat ramps, and bids were solicited from three contract vendors. Frontier submitted a bid of \$31,900, while BOSS Construction's bid was \$35,607.50, and North Georgia Concrete's bid was \$65,320. He said after evaluation, BOSS Construction had been considered the most satisfactory bid. Prebor asked if obtaining a permit from the U.S. Army Corps of Engineers would be a problem, and Rorie said it should be routine.

King moved to accept BOSS Construction's bid of \$35,607.50 for Lake Peachtree and Pinecrest boat ramp reconstruction. Prebor seconded. Motion carried unanimously.

**01-18-02      Consider Authorization to Purchase Custom Ambulance**

Fire Chief Joe O'Connor explained that the department was looking to replace a 2008 model ambulance at Station 84 (Crabapple). He said the current ambulance would be placed in reserve status. After researching ambulances, O'Connor reported they believed the Braun Chief XL would best meet the City's needs. The cost was \$256,950, and the money would come from 2017 Special Purpose Local Option Sales Tax (SPLOST) funds. Fleisch added that the ambulance would have a marking affixed to show the public it had been purchased with 2017 SPLOST funds.

King moved to approve agenda item 01-18-02 and authorize the purchase of a custom ambulance at an amount not to exceed \$256,950. Prebor seconded. Motion carried unanimously.

**01-18-03      Consider Adoption of Resolution and Declaration of Taking for SR 54/MacDuff Pkwy Intersection Improvements - Tree Top Associates, LLC - 2802 Highway 54W**

City Attorney Ted Meeker said the City needed to acquire permanent and temporary easements in order to complete the intersection improvement project. The City had made an offer to the property owner in December, and negotiations would continue. However, time was running out. Meeker asked Council to approve the resolution and declaration of taking so it could be filed if needed.

Prebor asked if other easements would be needed, such as for the new turn lanes. City Engineer Dave Borkowski said no more easements would be required at this intersection, but easements would be needed for other projects, including the Gateway Bridge.

Ernst moved that Council approve the resolution and declaration of taking for SR 54/MacDuff Parkway intersection improvements - Tree Top Associates, LLC. King seconded. Motion carried unanimously.

**Council/Staff Topics****Update on Lake Peachtree Spillway Construction**

Rorie noted that Council had periodic updates the progress of this project, with another update coming in March, and what he hoped would be the final report in May as the project neared completion. Project manager Dan Davis of ISE showed drone footage of the worksite and said they were on budget and on schedule. He stated the focus now was still on the spillway foundation, consisting of massive footings and the slabs beneath what would be the piano key weir. He noted Lake Peachtree had been brought up by two feet, and Lake Kedron had been brought down, as planned. By late February, when the foundation was finished and they had



begun to lay the piano key weir, they hoped to raise Lake Peachtree another two feet. The goal, Davis noted, was to have the lake filled by growing season.

He said full pool should be established by mid-May, and the project would be functional at that point. There would be some things that could not happen until then, so there would be about 60 days for punch list items. He said cold temperatures had forced work to pause this week because concrete could not be poured if the temperature was less than 45 degrees. Davis displayed a chart that demonstrated how much progress had been made since his last update to Council in November. He said the project was continually inspected and measured to ensure compliance with project specifications. There had been no change orders, Davis noted. Barring unforeseen weather events, the project should remain on schedule.

Rorie emphasized that once the lake level was at full pool, there could still be a lot of dirt around the spillway. He said he and Davis would be visiting the contractor on-site next week to make sure they were all in agreement regarding the landscaping around the spillway bridge after the spillway was completed. Ernst clarified with Rorie that this spillway project did not include setting the bridge, which would be a separate process. Rorie confirmed this.

Referring back to the Consent Agenda, Public Information Officer/City Clerk Betsy Tyler said that the new 6:30 p.m. meeting start time approved earlier by Council would begin in February. She said public hearings scheduled for the January 18 meeting had already been advertised in the City legal organ with the 7 p.m. start time.

#### **Executive Session**

King moved to convene in executive session to discuss pending litigation at 7:40 p.m. Ernst seconded. Motion carried unanimously.

Madden moved to reconvene in regular session at 8:09 p.m. Ernst seconded. Motion carried unanimously.

There being no further business, King moved to adjourn the meeting. Ernst seconded. Motion carried unanimously. The meeting adjourned at 8:09 p.m.

---

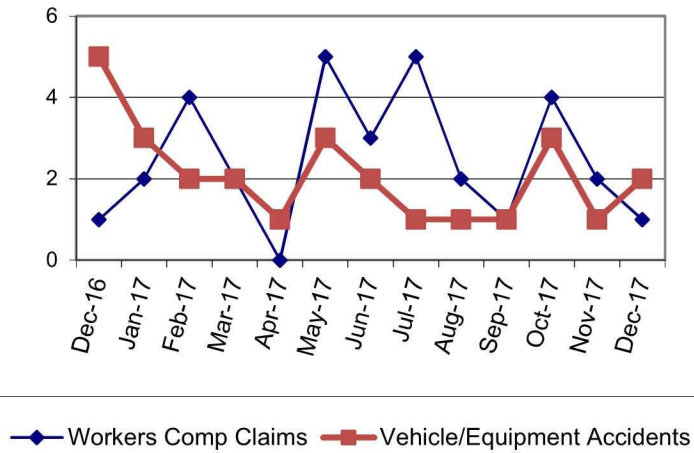
Martha Barksdale, Recording Secretary

---

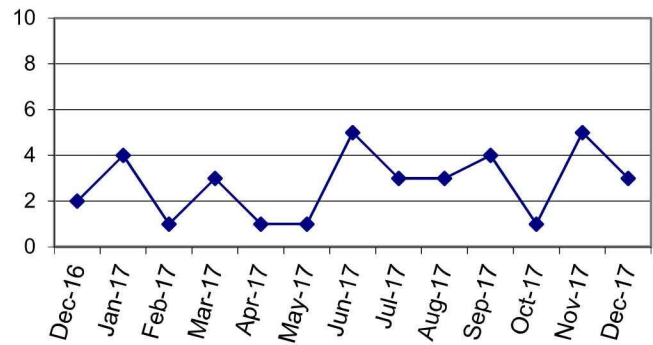
Vanessa Fleisch, Mayor

## Human Resources & Risk Management

### Workers Comp Claims & Vehicle/Equipment Accidents



### Employee Resignations/Terminations



NOTES: FY16 data includes 5 Retirements. FY17 data includes 6 Retirements. Data does not include RIFs or seasonal positions

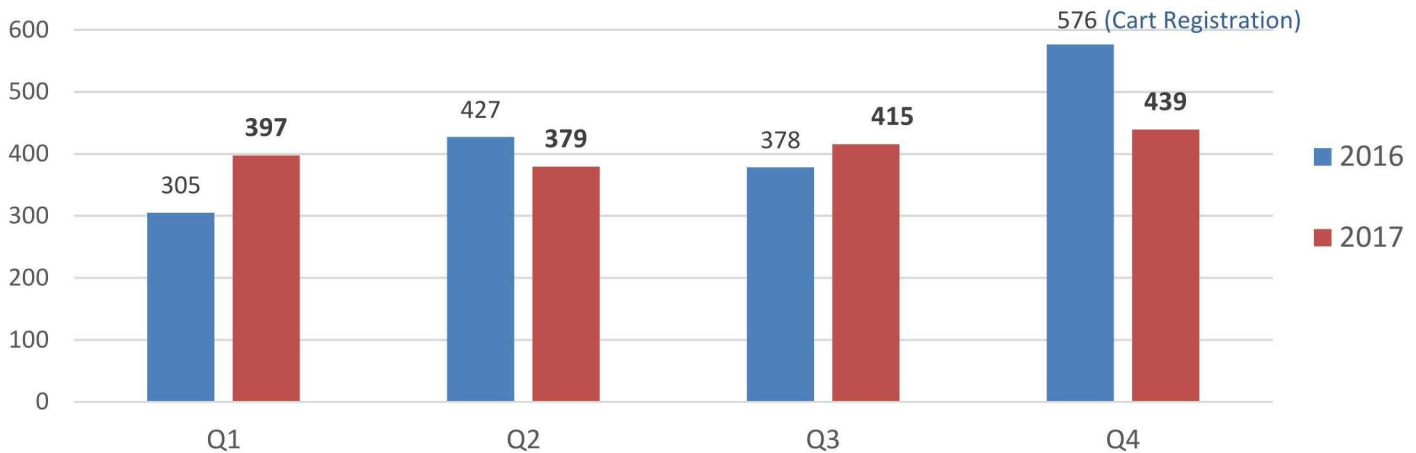
### Turnover Rate (Annual)

**FY 2017 (ytd)**  
10.15%

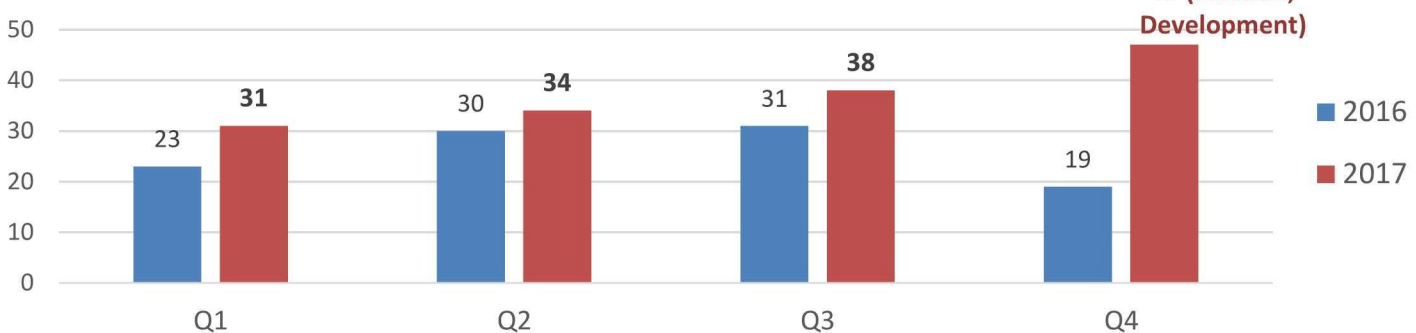
**FY 2016 (total)**  
12.58%

### Public Information / City Clerk

#### General Citizen Requests



#### Open Records Requests





# 2017 Q4

## PLANNING & DEVELOPMENT Peachtree City

### PERMITS

#### AVG. DEPARTMENT REVIEW TIMES

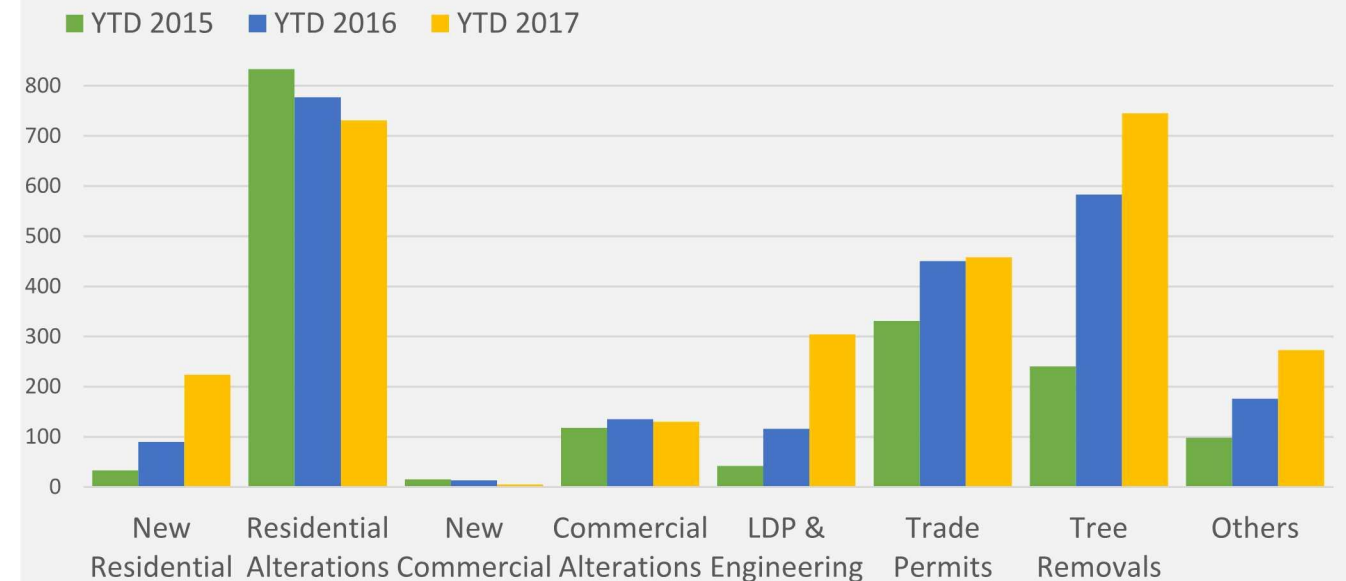
##### Goal: 10 Day Review Time

|             | Q4      | YTD    |
|-------------|---------|--------|
| Engineering | 6 days  | 8 days |
| Planning    | 4 days  | 3 days |
| Building    | 12 days | 9 days |

#### PERMIT TYPES

|                         | YTD 2015         | YTD 2016         | YTD 2017           |
|-------------------------|------------------|------------------|--------------------|
| New Residential         | 33               | 90               | 224                |
| Residential Alterations | 833              | 777              | 731                |
| New Commercial          | 15               | 13               | 5                  |
| Commercial Alterations  | 118              | 135              | 130                |
| LDP & Engineering       | 42               | 116              | 304                |
| Trade Permits           | 331              | 450              | 458                |
| Tree Removals           | 240              | 583              | 745                |
| Others                  | 98               | 176              | 273                |
| <b>Total</b>            | <b>1,710</b>     | <b>2,340</b>     | <b>2,870</b>       |
| <b>Fees</b>             | <b>\$641,232</b> | <b>\$863,114</b> | <b>\$1,100,283</b> |

#### Year To Date Comparison: Permits Issued



### PLAN REVIEWS

#### AVG. DEPARTMENT REVIEW TIMES

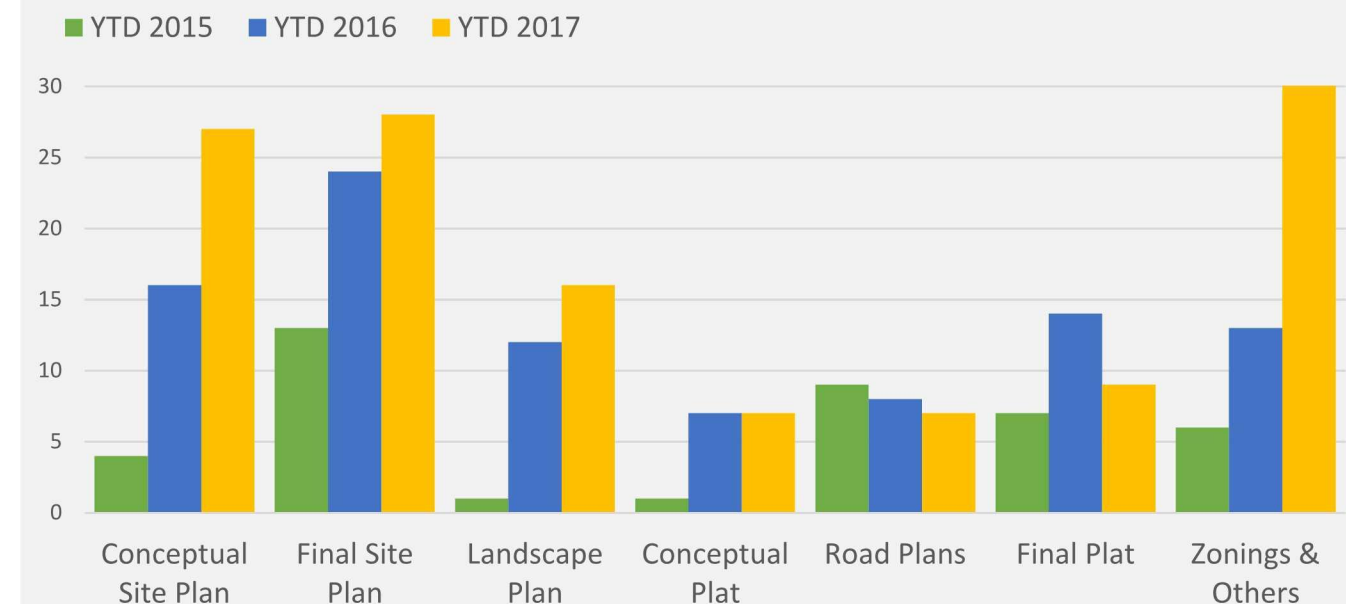
##### Goal: 14 Day Review Time

|              | Q4      | YTD     |
|--------------|---------|---------|
| Engineering  | 7 days  | 12 days |
| Planning     | 10 days | 7 days  |
| Fire Marshal | 3 days  | 3 days  |

#### REVIEW TYPES

|                      | YTD 2015  | YTD 2016  | YTD 2017   |
|----------------------|-----------|-----------|------------|
| Conceptual Site Plan | 4         | 16        | 27         |
| Final Site Plan      | 13        | 24        | 28         |
| Landscape Plan       | 1         | 12        | 16         |
| Conceptual Plat      | 1         | 7         | 7          |
| Road Plans           | 9         | 8         | 7          |
| Final Plat           | 7         | 14        | 9          |
| Zonings & Others     | 6         | 13        | 31         |
| <b>Total</b>         | <b>41</b> | <b>94</b> | <b>125</b> |

#### Year To Date Comparison: Plan Reviews



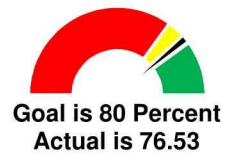
# Peachtree City Code Enforcement 4th Quarter Report 2017

|                          | Jan - Mar 2017 | Apr - Jun 2017 | Jul - Sep 2017 | Oct - Dec 2017 | Oct - Dec 2016 | 2017 YTD | 2016 YTD |
|--------------------------|----------------|----------------|----------------|----------------|----------------|----------|----------|
| <b>New Cases</b>         | 393            | 778            | 571            | 367            | 426            | 2109     | 1931     |
| <b>NOVs Reactive</b>     | 49             | 84             | 78             | 53             | 70             | 264      | 314      |
| <b>NOVs Proactive</b>    | 324            | 662            | 464            | 291            | 326            | 1741     | 1493     |
| <b>Citations</b>         | 4              | 6              | 8              | 12             | 6              | 30       | 31       |
| <b>Unfounded</b>         | 18             | 28             | 27             | 14             | 25             | 87       | 103      |
| <b>Signs Confiscated</b> | 147            | 127            | 142            | 138            | 440            | 554      | 1487     |
| <b>Parks Checked</b>     | 155            | 163            | 139            | 93             | 135            | 550      | 601      |

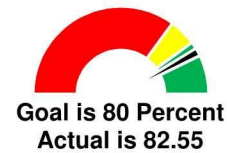
4th Quarter 2017



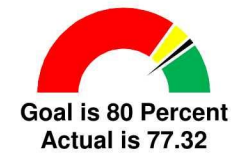
4th Quarter 2016



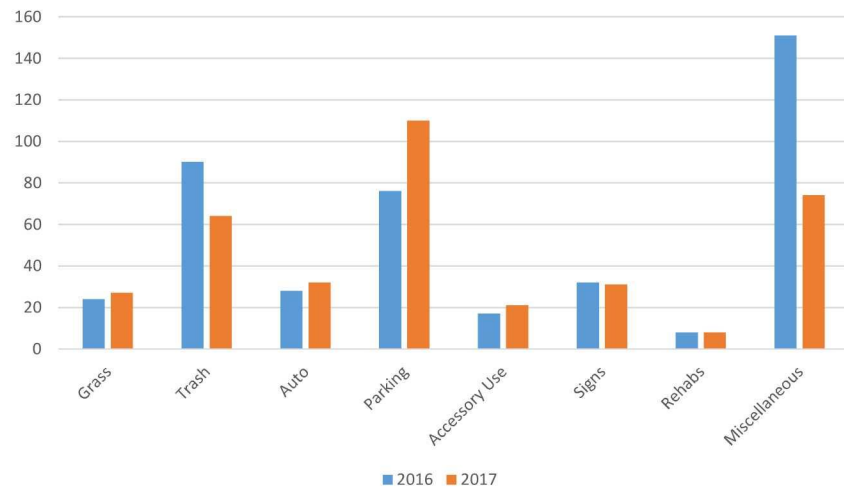
2017 Final Year to Date



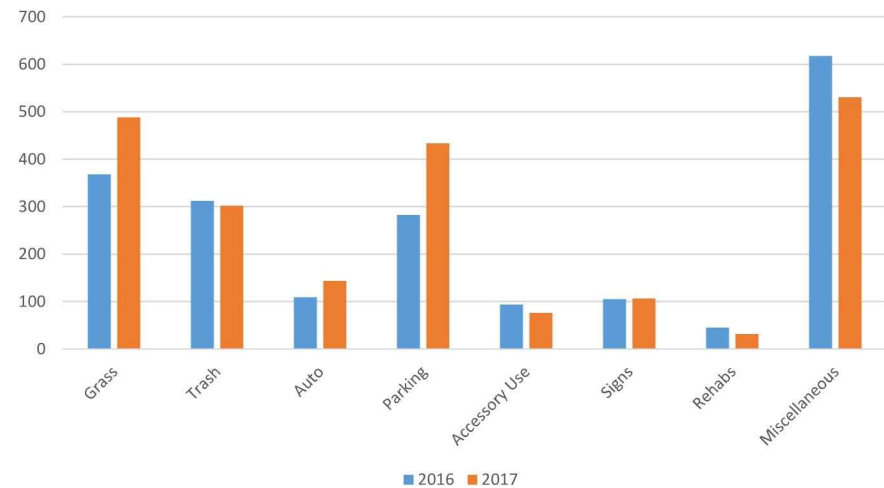
2016 Final Year to Date



4th Quarter Case Types

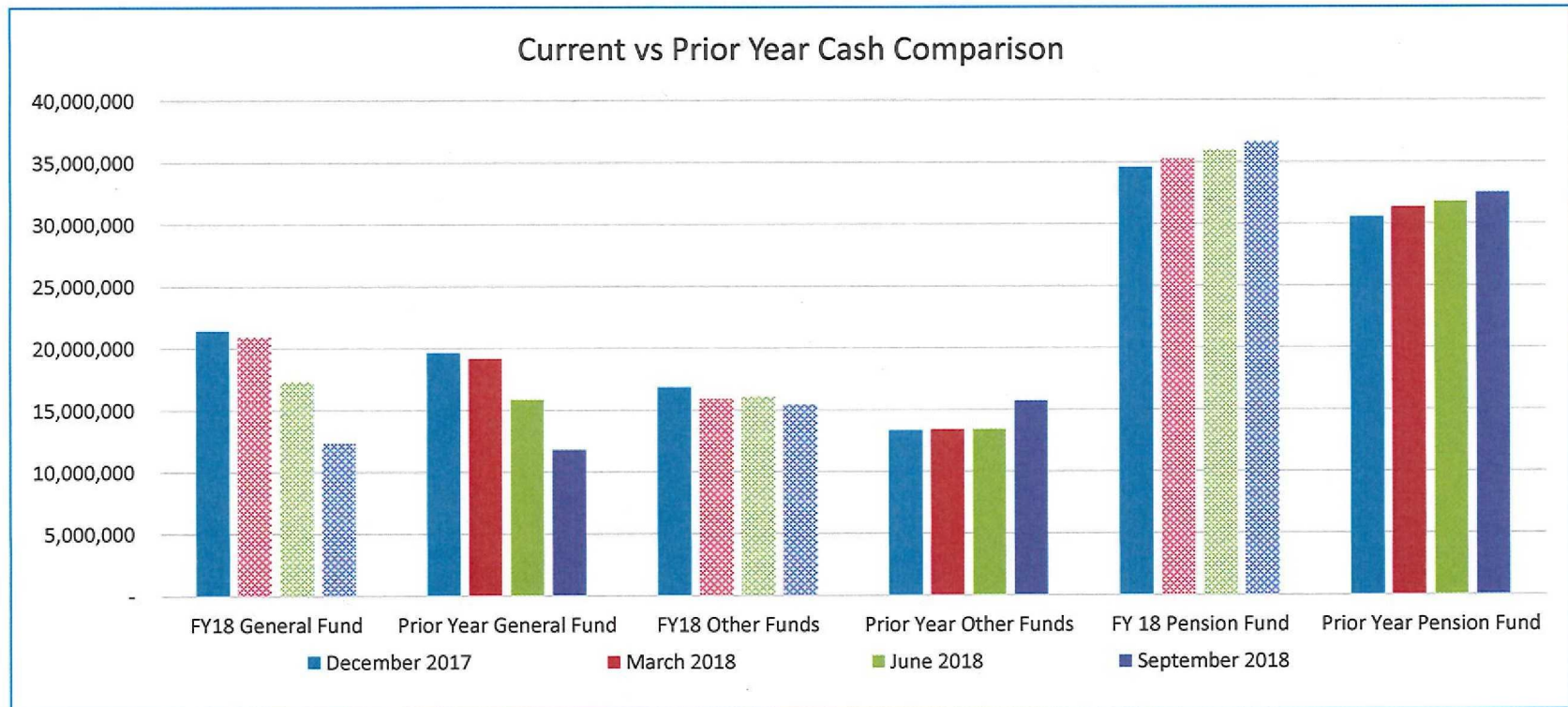


Year End Totals





CITY OF PEACHTREE CITY  
Page 11 of 138  
CASH BALANCES



Note: pattern filled columns are estimates based on historical data

Other Funds include Special Revenue Funds, Capital Projects Funds, Debt Service, SPLOST, and Enterprise Funds (Stormwater & Amphitheater), and Agency Funds (Municipal Court & FSA)

CITY OF PEACHTREE CITY  
QUARTERLY REPORT  
GENERAL FUND AND HOTEL/MOTEL TAX FUND  
BUDGET COMPARISON (UNAUDITED )  
FOR THE FIRST QUARTER  
ENDED DECEMBER 31, 2017

**PERCENTAGE OF BUDGET YEAR COMPLETED 100.0% (ACTUAL TRANSACTIONS STILL PENDING)**

| GENERAL FUND REVENUES BY MAJOR CATEGORIES |                      |                      |                        |                       |
|-------------------------------------------|----------------------|----------------------|------------------------|-----------------------|
| Description                               | 2018<br>Budget       | YTD<br>Actual        | Dollar<br>Difference   | Percentage<br>To-Date |
| General Property Taxes                    | \$ 14,805,641        | \$ 13,082,881        | \$ (1,722,760)         | 88.36%                |
| Franchise Taxes                           | 2,671,039            | 189,700              | (2,481,339)            | 7.10%                 |
| Local Option Sales Tax                    | 7,345,017            | 1,804,862            | (5,540,155)            | 24.57%                |
| Other Sales & Use Taxes                   | 915,635              | 217,480              | (698,155)              | 23.75%                |
| Business Taxes                            | 2,697,017            | 2,675,467            | (21,550)               | 99.20%                |
| Licenses & Permits                        | 1,377,408            | 759,781              | (617,627)              | 55.16%                |
| Intergovernmental/Grants                  | 601,568              | 28,500               | (573,068)              | 4.74%                 |
| Charges for Services                      | 1,256,667            | 274,624              | (982,043)              | 21.85%                |
| EMS Billings                              | 1,075,707            | 387,366              | (688,341)              | 36.01%                |
| Fines & Forfeitures                       | 1,014,854            | 367,009              | (647,845)              | 36.16%                |
| Investment Income                         | 94,500               | 41,452               | (53,048)               | 43.86%                |
| Other Revenue                             | 198,006              | 42,079               | (155,927)              | 21.25%                |
| Other Financing Sources                   | 825,214              | 230,434              | (594,780)              | 27.92%                |
| <b>Total General Fund Revenues</b>        | <b>\$ 34,878,273</b> | <b>\$ 20,101,635</b> | <b>\$ (14,776,638)</b> | <b>57.63%</b>         |
| Surplus Carryover                         | 514,981              |                      |                        |                       |
| <b>Total General Fund</b>                 | <b>\$ 35,393,254</b> |                      |                        |                       |

| GENERAL FUND EXPENDITURES BY DIVISION AND/OR TYPE |                      |                     |                      |                       |
|---------------------------------------------------|----------------------|---------------------|----------------------|-----------------------|
| Division and/or Type                              | 2018<br>Budget       | YTD<br>Actual       | Dollar<br>Difference | Percentage<br>To-Date |
| Executive Services                                | \$ 583,003           | \$ 129,390          | \$ 453,613           | 22.19%                |
| Administrative Services                           | 2,007,144            | 493,027             | 1,514,117            | 24.56%                |
| Financial Services                                | 2,098,264            | 549,816             | 1,548,448            | 26.20%                |
| Police Services/Code Enforcement                  | 6,998,377            | 1,843,277           | 5,155,100            | 26.34%                |
| Fire/EMS Services                                 | 7,323,751            | 1,743,802           | 5,579,949            | 23.81%                |
| Public Works/Building Maint./Engineering          | 7,199,955            | 1,224,835           | 5,975,120            | 17.01%                |
| Planning & Development                            | 1,360,954            | 301,048             | 1,059,906            | 22.12%                |
| Recreation & Special Events/Ground Maint.         | 4,348,239            | 954,126             | 3,394,113            | 21.94%                |
| Non-Divisional:                                   |                      |                     |                      |                       |
| Unemployment Insurance                            | 20,000               | -                   | 20,000               | 0.00%                 |
| Non-Profit Organizations                          | 25,000               | 25,000              | -                    | 100.00%               |
| Transfer to Airport Authority                     | 84,150               | 22,950              | 61,200               | 27.27%                |
| Transfer to Keep PTC Beautiful                    | 15,770               | -                   | 15,770               | 0.00%                 |
| Transfers to Other Funds                          | 3,523,299            | 1,046,102           | 2,477,197            | 29.69%                |
| Liability Insurance                               | 114,981              | 67,439              | 47,542               | 58.65%                |
| Litigation Services                               | 242,522              | 15,752              | 226,770              | 6.50%                 |
| General Administration/Miscellaneous              | 149,650              | 36,051              | 113,599              | 24.09%                |
|                                                   | 4,175,372            | 1,213,294           | 2,962,078            |                       |
| Budgeted Savings                                  | (701,805)            | -                   | (701,805)            | 0.00%                 |
| <b>Total General Fund</b>                         | <b>\$ 35,393,254</b> | <b>\$ 8,452,615</b> | <b>\$ 23,546,526</b> | <b>23.88%</b>         |

| HOTEL/MOTEL FUND REVENUES      |                     |                   |                       |                       |
|--------------------------------|---------------------|-------------------|-----------------------|-----------------------|
| Description                    | 2018<br>Budget      | YTD<br>Actual     | Dollar<br>Difference  | Percentage<br>To-Date |
| <b>Total Hotel/Motel Taxes</b> | <b>\$ 1,522,154</b> | <b>\$ 401,612</b> | <b>\$ (1,120,542)</b> | <b>26.38%</b>         |

| HOTEL/MOTEL TRANSFERS OUT              |                     |                   |                      |                       |
|----------------------------------------|---------------------|-------------------|----------------------|-----------------------|
| Type                                   | 2018<br>Budget      | YTD<br>Actual     | Dollar<br>Difference | Percentage<br>To-Date |
| Transfer to General Fund               | \$ 665,942          | \$ 226,277        | \$ 439,665           | 33.98%                |
| Transfer to Tourism Association        | 801,212             | 175,993           | 625,219              | 21.97%                |
| Transfer to Amphitheater Fund          | 55,000              |                   |                      |                       |
| <b>Total Hotel/Motel Transfers Out</b> | <b>\$ 1,522,154</b> | <b>\$ 402,270</b> | <b>\$ 1,064,884</b>  | <b>26.43%</b>         |



**CITY OF PEACHTREE CITY  
FINANCIAL SERVICES  
QUARTERLY REPORT  
(UNAUDITED)  
AS OF DECEMBER 31, 2017**

**SUMMARY OF PURCHASE ORDERS ISSUED OVER \$10,000 APPROVED BY CITY MANAGER  
OCTOBER - DECEMBER 2017**

| <b>Description</b>         | <b>Vendor</b>                 | <b>Award</b> | <b>Date</b> |
|----------------------------|-------------------------------|--------------|-------------|
| Stationary ALPR Unit       | Cintel                        | \$10,497.69  | 10/31/2017  |
| Lifepak 15 Cardiac Monitor | Physio-Control                | \$38,328.13  | 10/5/2017   |
| Coban Body Cameras         | Coban Research & Technologies | 13,700.00    | 10/5/2017   |

**PURCHASING REPORT  
FOR QUARTER ENDED DECEMBER 31, 2017 AND DECEMBER 31, 2016**

| <b>Activity</b>                          | <b>Fiscal Year<br/>2018</b> | <b>Fiscal Year<br/>2017</b> |
|------------------------------------------|-----------------------------|-----------------------------|
| Purchase Orders / Requisitions Processed | 782                         | 787                         |
| Sealed Bids Requested                    | 11                          | 4                           |
| Requests for Proposals                   | 1                           | 0                           |
| Bids Awarded                             | 6                           | 4                           |
| Requests for Proposals Awarded           | 3                           | 0                           |
| Contracts Prepared                       | 7                           | 1                           |
| Electronic Auction                       | 11                          | 10                          |
| Fixed Assets Purchases                   | 6                           | 16                          |
| 2018 F150 p/u Truck                      |                             |                             |
| (2)2018 F250 p/u Trucks                  |                             |                             |
| Software Patching Software               |                             |                             |
| Model LX3250 Football Scoreboard         |                             |                             |
| Ductless HVAC for Server Room            |                             |                             |
| 2006 Chevrolet C4500 Bucket Truc         |                             |                             |

CITY OF PEACHTREE CITY  
DONATIONS RECEIVED  
QUARTERLY REPORT  
AS OF DECEMBER 31, 2017

---

Safebuilt

3,000.00

TOTAL FOR THIRD QUARTER ENDED 12/31/17

\$ 3,000.00



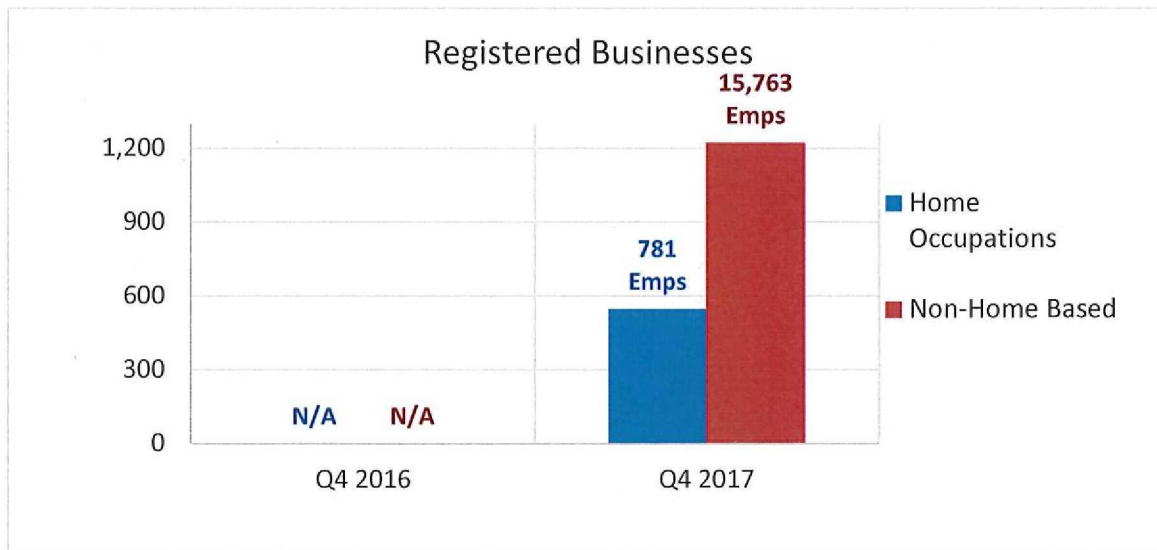
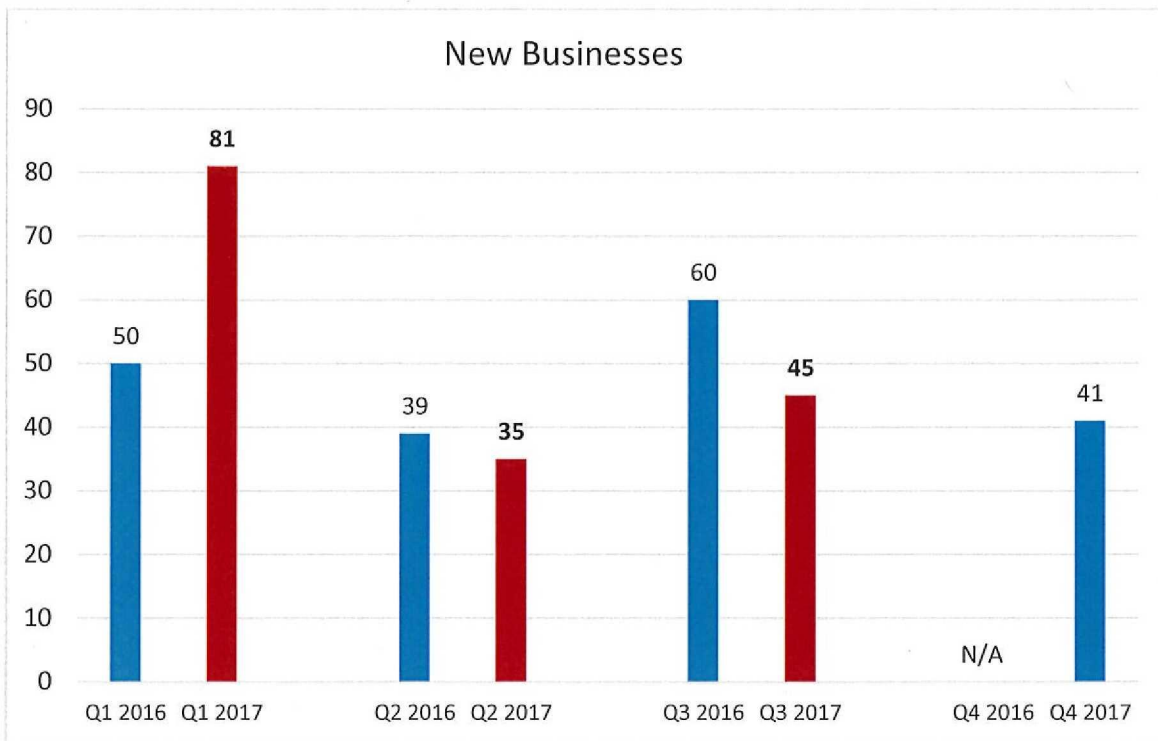
**CITY OF PEACHTREE CITY  
LITIGATION SERVICES  
FISCAL YEAR 2018 - QUARTERLY REPORT  
PAID AS OF December 2017**

Litigation Services (100-1505-579130)

| Vendor        | Month Paid | Project      | Amount              |
|---------------|------------|--------------|---------------------|
| GIRMA         | October    | Accident     | \$ 1,609.37         |
|               |            |              | <u>\$ 1,609.37</u>  |
| SUMNER/MEEKER | October    | Brianza      | \$ 975.00           |
| SUMNER/MEEKER | October    | Johnson      | 745.92              |
| SUMNER/MEEKER | October    | High Sierra  | 1,965.00            |
| SUMNER/MEEKER | October    | Huggins      | 330.00              |
| SUMNER/MEEKER | October    | PTC Holdings | 330.00              |
| SUMNER/MEEKER | October    | Rockaway     | 1,301.04            |
| SUMNER/MEEKER | November   | Brianza      | 1,470.00            |
| SUMNER/MEEKER | November   | High Sierra  | 1,290.00            |
| SUMNER/MEEKER | November   | Huggins      | 150.00              |
| SUMNER/MEEKER | November   | Johnson      | 540.00              |
| SUMNER/MEEKER | November   | Rockaway     | 2,458.56            |
| SUMNER/MEEKER | November   | Walmart      | 2,587.34            |
|               |            |              | <u>\$ 14,142.86</u> |

|                                          |                     |
|------------------------------------------|---------------------|
| <b>Total Litigation Services to Date</b> | <b>\$ 15,752.23</b> |
|------------------------------------------|---------------------|

|                                 |              |
|---------------------------------|--------------|
| October - December 2017 Expense | \$ 15,752.23 |
|---------------------------------|--------------|



**Top Employers:** Cooper Lighting, Panasonic, Randstad, Hoshizaki, Alenco, Wal-Mart, Rinnai, NCR, Southland Nursing Home, Sigvaris, Target

**FY2018 QUARTERLY REPORT  
LIBRARY**

Page 17 of 138

| ACTIVITY DESCRIPTION                               | UNIT | October | November | December | January | February | March | April | May | June | July | August | September | FY2018<br>YEAR-TO-DATE | FY2017<br>YEAR-TO-DATE |
|----------------------------------------------------|------|---------|----------|----------|---------|----------|-------|-------|-----|------|------|--------|-----------|------------------------|------------------------|
| Items - Acquired                                   | Num. | 358     | 493      | 458      |         |          |       |       |     |      |      |        |           | 1,309                  | 1,495                  |
| Items - Circulated                                 | Num. | 29,295  | 26,707   | 25,179   |         |          |       |       |     |      |      |        |           | 81,181                 | 81,587                 |
| Items - Loaned to<br>Other Libraries               | Num. | 1,243   | 1,176    | 1,005    |         |          |       |       |     |      |      |        |           | 3,424                  | 3,080                  |
| Items - Borrowed<br>From Other Libraries           | Num. | 1,840   | 1,649    | 1,481    |         |          |       |       |     |      |      |        |           | 4,970                  | 4,877                  |
| Class Visits                                       | Num. | 0       | 0        | 0        |         |          |       |       |     |      |      |        |           | 0                      | 1                      |
| Group Meetings                                     | Num. | 52      | 50       | 27       |         |          |       |       |     |      |      |        |           | 129                    | 90                     |
| Monthly Traffic                                    | Num. | 16,189  | 14,524   | 11,902   |         |          |       |       |     |      |      |        |           | 42,615                 | 45,472                 |
| Children's Programs<br>Number of Participants      | Num. | 21      | 18       | 9        |         |          |       |       |     |      |      |        |           | 48                     | 45                     |
| Adult Programs<br>Number of Participants           | Num. | 1,161   | 412      | 253      |         |          |       |       |     |      |      |        |           | 1,826                  | 1,759                  |
| Revenue from Overdue Books                         | Dls. | 3,619   | 3,330    | 2,427    |         |          |       |       |     |      |      |        |           | 9,376                  | 10,576                 |
| Revenue from Copies Made                           | Dls. | 541     | 620      | 381      |         |          |       |       |     |      |      |        |           | 1,542                  | 1,264                  |
| Reference Assistance                               | Num. | 1,809   | 1,795    | 1,321    |         |          |       |       |     |      |      |        |           | 4,925                  | 5,602                  |
| Exams Proctored<br>Revenue from Proctoring         | Num. | 28      | 19       | 24       |         |          |       |       |     |      |      |        |           | 71                     | 88                     |
| Internet Usage                                     | Dls. | 350     | 240      | 360      |         |          |       |       |     |      |      |        |           | 950                    | 1,180                  |
| Wireless Usage                                     | Num. | 1,606   | 1,383    | 1,144    |         |          |       |       |     |      |      |        |           | 4,133                  | 4,022                  |
| Volunteers<br>Number of Hours Worked               | Num. | 5,006   | 4,725    | 4,105    |         |          |       |       |     |      |      |        |           | 13,836                 | N/A                    |
| Digital Downloads                                  | Num. | 36      | 37       | 30       |         |          |       |       |     |      |      |        |           | 103                    | 118                    |
| Electronic Reference Access<br>(Excluding GALILEO) | Num. | 192     | 204      | 157      |         |          |       |       |     |      |      |        |           | 553                    | 613                    |
|                                                    | Num. | 3,041   | 2,644    | 2,735    |         |          |       |       |     |      |      |        |           | 8,420                  | 6,782                  |
|                                                    | Num. | 646     | 371      | 385      |         |          |       |       |     |      |      |        |           | 1,402                  | 1,442                  |

Notes: Zombie Apocalypse In October was "sold out" - enjoyed by kids and staff. Thanks to PCPD for assistance. Library hosted a series of "Write-Ins" for National Novel Writing Month (NANOWRIMO) in Nov. Georgia Download Destination (GADD) will be hosted by RBDigital beginning Feb. 6, 2018 (formerly hosted by OverDrive). PINES switching to a web based staff client MLK weekend.



**PEACHTREE CITY POLICE DEPARTMENT**  
**2017 MONTHLY REPORT**

2017                      2016  
 Calendar Year to Date    Calendar Year to Date

|                                                              | <b>4th Qtr 2017</b> | <b>4th Qtr 2016</b> |                   |                   |
|--------------------------------------------------------------|---------------------|---------------------|-------------------|-------------------|
|                                                              | Oct-Dec             | Oct-Dec             |                   |                   |
| <b><u>TOTAL PART I CRIMES</u></b>                            | <b>178</b>          | <b>166</b>          | <b>637</b>        | <b>580</b>        |
| CRIMINAL HOMICIDE                                            | 0                   | 0                   | 0                 | 2                 |
| FORCIBLE RAPE                                                | 0                   | 1                   | 3                 | 5                 |
| ROBBERY                                                      | 1                   | 4                   | 7                 | 7                 |
| AGGRAVATED ASSAULT                                           | 2                   | 1                   | 6                 | 10                |
| ARSON                                                        | 0                   | 0                   | 1                 | 0                 |
| MOTOR VEHICLE THEFT                                          | 23                  | 8                   | 77                | 37                |
| LARCENY - THEFT<br>(SHOPLIFTING, ENTERING<br>AUTOS, ETC)     | 150                 | 144                 | 518               | 474               |
| BURGLARY                                                     | 2                   | 8                   | 25                | 45                |
| <br><b><u>DUI ARRESTS</u></b>                                | <br><b>43</b>       | <br><b>43</b>       | <br><b>183</b>    | <br><b>161</b>    |
| <br>DRUG ARRESTS: Marijuana, Methamphetamine, Cocaine, Other |                     |                     |                   |                   |
| <br><b>TOTAL DRUG ARRESTS</b>                                | <br><b>46</b>       | <br><b>58</b>       | <br><b>191</b>    | <br><b>157</b>    |
| <br><b><u>OTHER ARRESTS</u></b>                              |                     |                     |                   |                   |
| <br><b>PROPERTY CRIMES</b>                                   | <br><b>27</b>       | <br><b>50</b>       | <br><b>149</b>    | <br><b>168</b>    |
| <b>PERSON CRIMES</b>                                         | <b>9</b>            | <b>17</b>           | <b>49</b>         | <b>73</b>         |
| <b>TRAFFIC OFFENSES</b>                                      | <b>64</b>           | <b>55</b>           | <b>244</b>        | <b>254</b>        |
| <b>OTHER</b>                                                 | <b>66</b>           | <b>78</b>           | <b>320</b>        | <b>278</b>        |
| <br><b><u>CALLS FOR SERVICE</u></b>                          | <br><b>13,328</b>   | <br><b>12,824</b>   | <br><b>51,574</b> | <br><b>49,299</b> |
| <br><b><u>TRAFFIC</u></b>                                    |                     |                     |                   |                   |
| <br><b>CITATIONS ISSUED</b>                                  | <br><b>2,137</b>    | <br><b>2,093</b>    | <br><b>8,959</b>  | <br><b>8,847</b>  |
| <b>CITY ORDINANCES</b>                                       | <b>136</b>          | <b>137</b>          | <b>567</b>        | <b>482</b>        |
| <b>WARNINGS</b>                                              | <b>2,318</b>        | <b>1,714</b>        | <b>8,584</b>      | <b>6,366</b>      |
| <b>ROADWAY CRASHES</b>                                       | <b>262</b>          | <b>276</b>          | <b>945</b>        | <b>932</b>        |

**TOP 10 ACCIDENT LOCATIONS 2017**

|                             | MONTH |                             | YTD |
|-----------------------------|-------|-----------------------------|-----|
| HWY 54 / HUDDLESTON RD      | 5     | HWY 54 / HWY 74             | 89  |
| HWY 74 / TDK / CROSSTOWN DR | 5     | HWY 54 / HUDDLESTON RD      | 43  |
| HWY 74 / KEDRON DR          | 3     | HWY 54 / LINE CREEK         | 42  |
| HWY 54 / LINECREEK DR       | 3     | HWY 74 / TDK / CROSSTOWN DR | 38  |
| HWY 54 / MCDUFF PKWY        | 2     | HWY 54 / PLANTERRA          | 30  |
| HWY 54 / WALT BANKS RD      | 2     | HWY 54 / MCDUFF PKWY        | 30  |
| HWY 54 / FLATCREEK RD       | 2     | HWY 54 / PEACHTREE PKWY     | 26  |
| HWY 74 / HWY 54             | 2     | HWY 74 / KEDRON DR          | 24  |
| HWY 54 / PLANTERRA WAY      | 2     | HWY 74 / HOLLY GROVE RD     | 15  |
| HWY 54 / NORTHLAKE DR       | 2     | HWY 74 / WISDOM RD          | 14  |

PUBLIC SERVICES QUARTERLY REPORT  
FY2017**Public Works Quarterly Report**

| Activity Description                                                                    | Unit   | 4th Quarter 2017 | FY2017 YTD     | Annual Goal |
|-----------------------------------------------------------------------------------------|--------|------------------|----------------|-------------|
| <b>General</b>                                                                          |        |                  |                |             |
| Average time to complete vandalism repairs once notified                                | Days   | 1.0              | 1.0            | 3           |
| Average time to respond to a citizen complaint and assign action                        | Days   | 2.0              | 2.0            | 5           |
| <b>Streets</b>                                                                          |        |                  |                |             |
| Street Patching                                                                         | Hrs.   | 45               | 45             | 2,500       |
| Street General Maintenance                                                              | Hrs.   | 1,110            | 3,938          | 3,500       |
| Storm Water Maintenance                                                                 | Hrs.   | 1,323            | 6,568          | 8,000       |
| Street Sweeping                                                                         | Ft/Mls | 1185360/224.5    | 5514960/1044.5 | 0           |
| <b>Cart Paths</b>                                                                       |        |                  |                |             |
| Cart Path Paving                                                                        | Ft.    | 7,193            | 44,633         | 47,520      |
| Cart Path Prep                                                                          | Ft.    | 4,980            | 28,810         |             |
| Time to remove trees on paths once reported                                             | Days   | 1.7              | 1.0            | 2           |
| Cart Path Drainage Maintenance                                                          | Hrs.   | 697              | 1,532          | 2,500       |
| Cart Path General Maintenance                                                           | Hrs.   | 1,104            | 6,620          | 3,250       |
| <b>Splosts</b>                                                                          |        |                  |                |             |
| Cart Path Const, Reconst, Overlay - SPLOST                                              | Ft.    | 2,692            | 0              | 15,840      |
| Cart Path Const, Reconst, Overlay - SPLOST                                              | Hrs.   | 720              | 0              | 0           |
| Splost General Maintenance                                                              | Hrs.   | 1,022            | 0              | 0           |
| <b>Signs</b>                                                                            |        |                  |                |             |
| Average time to respond to traffic sign maintenance issues                              | Days   | 1.0              | 1.0            | 2           |
| Signs Changed over to new reflectivity and mixed letter standard (completion date 2018) | Each   | 212              | 295            | 350         |
| Entrance Sign Maintenance                                                               | Each   | 7                | 34             |             |
| <b>Contracted Services</b>                                                              |        |                  |                |             |
| Time for contractor to remove trees once notified                                       | Days   | 3.0              | 3.0            | 3           |
| Time for contractor to remove dead animals and debris from road once notified.          | Days   | 1.0              | 1.0            | 1           |
| <b>Fleet Maintenance</b>                                                                |        |                  |                |             |
| Average time to complete a preventative maintenance on a Light Car/Truck                | 3.2    | 3.7              | 2.4            | 3           |
| Average time to complete a preventative maintenance on a Heavy Truck                    | Hrs    | 6.0              | 3.7            | 6           |
| Average time to complete a preventative maintenance on a Heavy Equipment                | Hrs    | 0.0              | 3.1            | 6           |
| Ratio of time spent on preventative maintenance versus other repair items               |        | 2 to 1           | 2 to 1         | 2 to 1      |
| <b>Facility Maintenance</b>                                                             |        |                  |                |             |
| Sports Complex Maintenance                                                              | Hrs.   | 2,352            | 6,744          | 0           |
| Parks General Maintenance                                                               | Hrs.   | 1,542            | 25,385         | 0           |
| Grounds/Landscape Maintenance                                                           | Hrs.   | 1,187            | 16,637         | 0           |
| General Maintenance                                                                     | Hrs.   | 316              | 4,411          | 0           |
| Vandalism                                                                               | Hrs.   | 44               | 220            | 0           |
| Litter Removal                                                                          | Hrs.   | 49               | 615            | 0           |
| Building Maintenance                                                                    | Hrs    | 1,074            | 3,069          | 0           |

NOTE: General maintenance line items include activities not included in paving operations. These include but are not limited; storm clean up, litter removal, curb repair etc.



**CITY OF PEACHTREE CITY****RECREATION & SPECIAL EVENTS REVENUE****AS OF December 31, 2017****WITH COMPARISONS TO December FY2015, FY2016 & FY2017****Percent of budget year completed to date: 25.00%**

|                                            | ACTUAL THRU December |                   |                   | ORIGINAL          |             | CURRENT           | ACTUAL            | %             |
|--------------------------------------------|----------------------|-------------------|-------------------|-------------------|-------------|-------------------|-------------------|---------------|
|                                            | FY 2015              | FY 2016           | FY 2017           | BUDGET            | BUD         | BUDGET            | THRU              | %             |
| <b>RECREATION REVENUE</b>                  |                      |                   |                   | FY 2018           | ADJ.        | FY 2018           | December          | Collected     |
|                                            |                      |                   |                   |                   |             |                   | FY 2018           | To Date       |
| County Operating Grant                     | 28,500               | 28,500            | 28,500            | 114,000           |             | 114,000           | 28,500            | 25.00%        |
| Events                                     | 850                  | 901               | 577               | 6,500             |             | 6,500             | 1,495             | 23.00%        |
| Program Fees - Recreation                  | 4,428                | 4,724             | 4,308             | 158,215           | -           | 158,215           | 6,774             | 4.28%         |
| Program Fees - Kedron                      | 29,244               | 35,712            | 30,065            | 245,322           |             | 245,322           | 28,084            | 11.45%        |
| Program Fees - Kedron Open Gym             | 4,316                | 5,419             | 5,504             | 22,232            | -           | 22,232            | 6,723             | 30.24%        |
| Program Fees- Athletic Tournaments         | -                    | 3,860             | 1,220             | 14,260            |             | 14,260            | 2,150             | 15.08%        |
| Facility Maintenance Rec.- Athletic Assoc. | 64,098               | 54,914            | 63,006            | 117,517           | -           | 117,517           | 50,727            | 43.17%        |
| Facility Maintenance Ked- Athletic Assoc.  | -                    | 4,800             | 321               | \$23,577          | -           | \$23,577          | 4,723             | 20.03%        |
| Facility Rental- Tennis Center             | 6,000                | 4,000             | 4,000             | 24,000            |             | 24,000            | 6,000             | 25.00%        |
| Facility Rental - Recreation               | 1,580                | 1,555             | 460               | 14,195            | -           | 14,195            | 1,003             | 7.07%         |
| Facility Rental - Kedron                   | 6,007                | 9,466             | 8,853             | 32,195            | -           | 32,195            | 3,988             | 12.39%        |
| Program Fees - Pool Fees/Passes            | 11,612               | 11,472            | 11,758            | 106,030           | -           | 106,030           | 9,375             | 8.84%         |
| Program Fees - Kedron Swim Teams           | 526                  | 610               | 11,326            | 54,909            | -           | 54,909            | 17,818            | 32.45%        |
| Program Fees - Kedron Swim Lessons         | 1,887                | 2,289             | -                 | 8,391             | -           | 8,391             | 4,349             | 51.83%        |
| Program Fees - Rec Pool Revenue            | 28                   | 296               | -                 | 15,342            |             | 15,342            | -                 | 0.00%         |
|                                            | <b>\$ 159,076</b>    | <b>\$ 168,518</b> | <b>\$ 169,898</b> | <b>\$ 956,685</b> | <b>\$ -</b> | <b>\$ 956,685</b> | <b>\$ 171,709</b> | <b>17.95%</b> |

**Special Events- Oct:** Promise Place 5K (300) Alzheimers Walk (1000) Breast Cancer Walk (500) PTC Classic Road Race (2900) **Nov:** CVB Hops & Props (600) Braelinn Elem. Fun Run (400) **Dec:** Hometown Holiday (1000) Menorah Lighting (150)

**Recreation-** High School swim season began in Oct with all Fayette County swim teams practicing and competing at Kedron pool. PTC Youth Basketball began in December, Nike Basketball held a 3 day camp during the holiday break.

**Tournaments Notes-** Soutside Holiday Classic (lacrosse) tournament (800), "Reindeer Games" Ultimate Frisbee tournament on 12/30 with 122 participants. Summer Softball ended in November (1036) Fall Volleyball ended in November (105)

## 2017 PEACHTREE CITY AIRPORT AUTHORITY ATTENDANCE RECORD

### 5-Year Terms

### December 14, 2017

*Report Date: Month Year*

| <b>Name &amp; Date of Appointment</b>                            | <b># of Meetings Member Eligible to Attend</b> | <b># Meetings Attended</b> | <b># Meetings Absent</b> | <b>Meeting Dates Absent</b>                                              | <b>Percentage Attendance</b> |
|------------------------------------------------------------------|------------------------------------------------|----------------------------|--------------------------|--------------------------------------------------------------------------|------------------------------|
| <b>Bryan LaBrecque, Chairman</b><br><i>1/1/2014 - 12/31/2018</i> | 9                                              | 8                          | 0                        | October 12, 2017                                                         | 89%                          |
| <b>Tom Fulton, Treasurer</b><br><i>1/1/2015 - 12/31/2019</i>     | 9                                              | 9                          | 0                        |                                                                          | 100%                         |
| <b>Michael Mitchell</b><br><i>1/1/2016 - 12/31/2020</i>          | 9                                              | 5                          | 4                        | January 12, 2017<br>April 13, 2017<br>May 11, 2017<br>September 20, 2017 | 56%                          |
| <b>Tom Lacy</b><br><i>1/1/2017 - 12/31/2021</i>                  | 9                                              | 8                          | 1                        | September 20, 2017                                                       | 89%                          |
| <b>Allen Morrison</b><br><i>1/1/2017 - 12/31/2017</i>            | 9                                              | 9                          | 0                        |                                                                          | 100%                         |

## PC WATER AND SEWERAGE AUTHORITY ATTENDANCE RECORD

**Five (5) Year Term**

*Term of Appointment*

**January 8, 2018**

*Report Date: Month Day Year*

| <b>Name &amp; Term Length (start/end)</b>                                     | <b>Meetings Held Past 12 Months</b> | <b># of Meetings Member Eligible to Attend</b> | <b># Meetings Attended</b> | <b># Meetings Absent</b> | <b>Meeting Dates Absent</b>            | <b>Percentage Attendance</b> |
|-------------------------------------------------------------------------------|-------------------------------------|------------------------------------------------|----------------------------|--------------------------|----------------------------------------|------------------------------|
| <b>Bill Holland</b><br><b>Chairman</b><br><i>01/17/14 - 12/31/17*</i>         | 15                                  | 15                                             | 12                         | 3                        | 03/06/2017<br>10/02/2017<br>10/24/2017 | <b>80%</b>                   |
| <b>Frank Ward</b><br><b>Secretary/Treasurer</b><br><i>08/04/16 - 12/31/18</i> | 15                                  | 15                                             | 15                         | 0                        |                                        | <b>100%</b>                  |
| <b>John Dufresne</b><br><b>Vice-Chairman</b><br><i>02/04/16 - 12/31/20</i>    | 15                                  | 15                                             | 15                         | 0                        |                                        | <b>100%</b>                  |
| <b>John Oakey</b><br><i>01/01/17 - 12/31/21</i>                               | 15                                  | 15                                             | 15                         | 0                        |                                        | <b>100%</b>                  |
| <b>Bob Grove</b><br><b>Alternate</b><br><i>01/01/17 - 12/31/17</i>            | 15                                  | 15                                             | 15                         | 0                        |                                        | <b>100%</b>                  |

\*until filled

## PEACHTREE CITY CONVENTION &amp; VISITORS BUREAU ATTENDANCE RECORD

**2 Year Term (unless specified below)***Term of Appointment***January-18***Report Date: Month Year*

| <b>Name &amp; Term Length (start/end)</b>                                                             | <b>Meetings Held Past 12 Months</b> | <b># of Meetings Member Eligible to Attend</b> | <b># Meetings Attended</b> | <b># Meetings Absent</b> | <b>Meeting Dates Absent</b>    | <b>Percentage Attendance</b> |
|-------------------------------------------------------------------------------------------------------|-------------------------------------|------------------------------------------------|----------------------------|--------------------------|--------------------------------|------------------------------|
| J.H. Hooper (1)<br>Business Owner 3/2/17<br><i>03/02/17 -03/02/19</i>                                 | 11                                  | 9                                              | 6                          | 3                        | 4/19/17, 11/15/17,<br>12/20/17 | 67%                          |
| Jonathan Fralick<br>Recreation Venue 1/21/15<br><i>01/01/2016 - 09/30/18</i>                          | 11                                  | 11                                             | 10                         | 1                        | 4/19/2017                      | 91%                          |
| Mike King City<br>Council<br><i>01/01/17-12/20/17</i>                                                 | 11                                  | 10                                             | 8                          | 1                        | 4/19/17, 11/15/17              | 80%                          |
| Paul Salvatore,<br>City Liaison 12/20/17<br><i>12/20/17-9/30/19</i>                                   | 11                                  | 1                                              | 1                          | 0                        |                                | 100%                         |
| Steve Soriano,<br>Secretary/Treasurer<br>Reg Manager Club Corp<br>10/1/17<br><i>10/01/17-09/30/19</i> | 11                                  | 3                                              | 3                          | 0                        |                                | 100%                         |
| Tatyana G. Ferguson,<br>Business Owner 10/1/17<br><i>10/01/16 - 09/30/19</i>                          | 11                                  | 3                                              | 1                          | 2                        | 11/15/17, 12/20/17             | 33%                          |
| Patti Kadhodaian<br>Business Owner 3/2/17<br><i>03/02/17 -09/30/19</i>                                | 11                                  | 9                                              | 7                          | 2                        | 04/19/17, 06/21/17             | 78%                          |
| Rick Adlington<br>Hotel/Motel 2/17/16<br><i>01/01/16 - 09/30/17</i>                                   | 11                                  | 11                                             | 10                         | 1                        | 5/24/2017                      | 91%                          |



# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

---

**TO:** Mayor and Council

**FROM:** Jonathan N. Rorie, City Manager 

**DATE:** January 12, 2018

**SUBJECT:** Consider Appointment to the WASA Board  
*Consent Agenda –January 18, 2018 City Council Meeting*

---

**Recommendation:**

Appoint Bob Grove and Jon Rorie to the WASA Board for 2018.

**Discussion:**

At the end of last year, staff advertised for volunteers to serve on the Peachtree City Water & Sewerage Authority (WASA) to fill one expiring position (the Chairman) and the alternate position. Two applications were received, one from the serving alternate, Mr. Bob Grove. In the interim, another member of the board has submitted his resignation, and the WASA Board confirmed Mr. Grove to voting member status.

As you recall, the Mayor and Council voted in August to have the Fayette Legislative Delegation introduce legislation to amend WASA's enabling legislation to appoint the Mayor and Council as the *ex officio* members of the WASA board. This modification will be considered during the 2018 Legislative Session of the General Assembly and should automatically take effect as of July 1, 2018.

Due to the short-term nature of the appointments, staff is recommending the appointment of Mr. Grove, who is already well versed in the operations of WASA, and Jon Rorie, who shares that knowledge base. No alternate is being recommended due to the pending changes.

**Budget Impact:**

This item should have no budgetary impact.

## CITY OF PEACHTREE CITY

### INTEROFFICE MEMORANDUM

---

**TO:** Mayor and City Council

**VIA:** Jonathan N. Rorie, City Manager *JN(RR)*  
Paul Salvatore, Financial Services Director *P.S.*

**FROM:** Ellece Brown, Director, HR & Risk Management *EB*

**DATE:** January 2, 2018

**SUBJECT:** Renewal of Insurance Brokerage Services  
January 18, 2018, *City Council Meeting*

---

#### Recommendation

That Council approve the Brokerage Service Agreement with McGriff, Seibels, & Williams of Georgia, Inc., for calendar year 2018 for the amount not to exceed \$47,500.

#### Discussion

McGriff, Seibels, & Williams of Georgia, Inc., has proven to be a tremendous asset to the City in monitoring and evaluating the various insurance and wellness benefits that we offer to our employees. The professional services that McGriff, Seibels, & Williams of Georgia, Inc., have offered to the City include:

- Thorough monthly analysis reports provided by McGriff enable staff to track our actual vs. budgeted expenses to consider mid-course corrections if appropriate;
- The semi-annual and annual plan reviews that McGriff present to staff and the level of detail and expertise that they provide to discover behind-the-scenes strategies to assist in keeping the cost of health care and benefits at an affordable level in this economy are extremely comprehensive and full of insight.
- The annual negotiations with the insurance providers have resulted in below-market increases to the City.
- The information, knowledge, and expertise that the McGriff staff provides regarding changes to legislation that impact health care and benefits (e.g. Affordable Care Act) are very comprehensive and timely.
- The level of customer service that McGriff offers is outstanding, not only to HR and Financial Services staff, but also to employees directly when a claim has to be taken to their level for resolution. The McGriff staff is truly an advocate for the City of Peachtree City.

Staff believes that McGriff is a proven partner in Peachtree City's professional services line-up. Therefore, staff is requesting that the previous agreement be extended for one (1) additional

year. (See attached 2018 Brokerage Service Agreement.) The continuity provided by this extension during this challenging time of changing legislation will be very prudent. McGriff has agreed to lock in their annual fees at the same rate of \$47,500. FYI, McGriff has maintained their annual fees at the same rate since our partnership began with them in 2008. They have been a true partner with Peachtree City during this challenging economy.

**Budget Impact**

There will be no additional budget impact from this renewal.



*champion certainty*

## Brokerage Service Agreement

THIS BROKERAGE SERVICE AGREEMENT (this "Agreement") is between **MCGRIFF, SEIBELS & WILLIAMS, INC.** ("MSW") and **THE CITY OF PEACHTREE CITY, GEORGIA** (the "Client").

The Client and MSW agree as follows:

1. Client appoints MSW as the Client's insurance broker of record in order to solicit, negotiate and service insurance policies for the Client for the coverages described on Exhibit A hereto (Insurance Placement). Client also desires for MSW to provide the employee benefits consulting services described on Exhibit B hereto (Employee Benefits Consulting Services). Both Exhibit A and B are attached to and made a part of this Agreement.
2. The Client will provide MSW with all information necessary to enable MSW to provide Insurance Placement and Employee Benefits Consulting Services.
3. MSW agrees to perform the services described in this Agreement in a professional and timely manner.
4. The parties agree and understand the Client is not under any legal or other obligation to purchase any insurance product through MSW in its capacity as either a producer or consultant, and that the purchase of any insurance product or employee benefits consulting services is purely voluntary by the Client.
5. Remuneration:
  - A. The Client will pay MSW a fee in the amount of \$47,500 (the "Fee") for Insurance Placement and Employee Benefits Consulting Services. The Fee may be refundable, in whole or in part, in accordance with Section 10 of this Agreement.
  - B. The Fee will be payable upon receipt of an invoice by the Client.
  - C. If MSW receives commission (including Tier II commissions) from one or more insurance companies and/or intermediaries for the placement of insurance policies for the coverages described on Exhibit A (a "Commission"), the Fee will be reduced by the amount of such Commission. Final adjustments to the Fee amount will be made by MSW after the determination and receipt by MSW of all Commissions, net of any adjustments pursuant to any audit, endorsement, accounting reconciliation or other applicable business process.



*champion certainty*

- D. The Client acknowledges that:
- i. receipt of such Commission constitutes remuneration of MSW for placement of the applicable insurance policies;
  - ii. the remaining Fee does not include remuneration of MSW for placement of the insurance policies for which MSW receives Commission; and
  - iii. the remaining Fee is separate from and in addition to any such Commission.
- E. With respect to Insurance Placements and/or Employee Benefits Consulting Services undertaken on behalf of the Client that are not contemplated by this Agreement, MSW may be compensated pursuant to a separate Broker Service Agreement or by the insurance companies and/or intermediaries utilized in such Insurance Placements. MSW will make information regarding such Agreements and compensation available to the Client upon request.
6. With respect to any insurance placement or employee benefits consulting services for which MSW's compensation is fee-based in whole or part, MSW will not execute or accept any monetary compensation pursuant to any (1) market service agreement, (2) placement service agreement, or (3) agreement providing for any bonus, override or contingency that would be received from any type of intermediary or insurance company. Further, MSW will instruct all insurance companies to exclude insurance policies from any contingency agreements, bonuses and overrides if MSW receives a fee for placement of such policies. This does not preclude MSW from accepting non-monetary awards, including trips and other prizes, which MSW believes are important for professional and business development.
  7. MSW reserves the right to engage its related affiliates and subsidiaries in connection with the execution of Brokerage Services Agreements. Use of these business partners and service providers could result in the accrual of additional income to MSW-related subsidiaries and affiliates.
  8. This Agreement and the respective rights and obligations of the parties hereto shall be construed in accordance with and governed by the laws of the state of Georgia.
  9. This Agreement commences on January 1, 2018 and ends on December 31, 2018. Either party may terminate this Agreement upon 30 days advance written notice to the other party.
  10. Unless otherwise prohibited by law or regulation, should this Agreement be terminated by the Client in accordance with Section 9, the Fee will be deemed earned as follows:
    - i. 50% of the Fee deemed earned as of the Commencement Date;
    - ii. 75% of the Fee deemed earned five months after the Commencement Date;
    - iii. 100% of the Fee deemed earned nine months or greater after the Commencement Date.

IN WITNESS WHEREOF, the Client and MSW have executed this Agreement.



*champion certainty*

**MCGRUFF, SEIBELS & WILLIAMS, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Manager's Initial: \_\_\_\_\_

**CITY OF PEACHTREE CITY, GEORGIA**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



*champion certainty*

## EXHIBIT A

The Client has requested Insurance Placement for the following lines of coverage.

Medical Coverage

Stop Loss Coverage

Pharmacy Benefit Management Coverage

Dental Coverage

Life Coverage

Accidental Death & Dismemberment Coverage

Short Term Disability Coverage

Long Term Disability Coverage

Vision Coverage

*champion certainty***EXHIBIT B**

MSW will provide the following Employee Benefits Consulting Services for the Client:

- A. Strategic Benefit Planning.** Provide assistance in developing overall plan benchmarks and targets to ensure that the plan meets the objectives of Client and its employees.
- B. Benefit Design.** Help to ensure that benefit designs are consistent with the strategic benchmarks and targets set forth in the strategic benefit planning process.
- C. Administration.** Identify core administrative services, assess vendor performance, and manage vendor relationships to provide appropriate program administration.
- D. Funding.** Provide counsel regarding program funding alternatives, including reviewing fee proposals and recommending budget rates, employee contribution rates, and COBRA rates.
- E. Vendor Selection.** Upon client request, MSW will prepare Request(s) for Proposal (RFP), analyze RFP's and prepare a summary report outlining responses. Vendors include, but are not limited to:
  - Voluntary Worksite Programs
  - Wellness and Disease Management Programs
  - Third Party Claims Administration
  - Utilization Review Programs
  - IRS Code Selection 125 Programs
  - Preferred Provider Network Plans
  - Online Enrollment Services
  - Communication Services
  - Health Savings Account Services
- F. Communication.** Assist in drafting employee communications regarding benefit program performance and changes, and assist in the review of plan documents and insurance certificates during the planning and enrollment process.
- G. Compliance Tools & Legislative Information.** Provide informational materials on legislative developments impacting Employee Benefit Management plans, including access to online reference tools on topics such as FMLA, COBRA, HIPAA, HIPAA Privacy, the Affordable Care Act and Section 125.



*champion certainty*

**H. Meetings with Client and Vendors.** Services will include attendance at and facilitation of the following meetings with Client and vendors to facilitate program management including day-to-day operations and planning program changes:

- Meet with Client semi-annually, or upon Client's request, to discuss review of the program, state of the marketplace, progress made toward strategic plan, and developments within Client's organization.
- Meet with Client annually to review the stewardship report for the preceding year, create a stewardship report outlining the goals and objectives for the upcoming year, and agree upon MSW's fees for the next twelve month period.

**I. Stewardship Report.** Will develop and implement a detailed account stewardship plan, which should include, but not be limited to, the following:

- Specific quantifiable and measurable goals and objectives relating to Client's programs; and
- Detailed work plans which lay out the account management plan, work schedules, areas of concentration, timing, and information requirements.

**J. Data Analysis.** Provide Client with summary comparisons and work with Client and TPA to secure additional reports as needed for claims analysis.

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

---

**TO:** Mayor and Council

**VIA:** Jonathan N. Rorie, City Manager 

**FROM:** Pam Dufresne, Deputy City Clerk 

**DATE:** January 2, 2018

**SUBJECT:** Alcohol License – NEW – Kedron World of Beverage  
*January 18, 2018, Consent Agenda*

---

**Recommendation:**

Staff recommends Council approve the attached application for a new alcohol license for Kedron World of Beverage.

**Discussion:**

Kedron World of Beverage, Outlot 7, Kedron Village Shopping Center (vacant lot between Shane's Rib Shack and office building), has submitted a request for a new alcohol license. Mr. Anwar Noor Ali has requested he be appointed as the Licensee and License Representative.

The business location and Mr. Ali meet the requirements of the Alcohol Ordinance to be granted a license.

**Budgetary Impact:**

The budgetary impact of the alcoholic beverage license will be positive. The applicant will be required to pay the annual fee for a package store, which is \$5,000.

***Attachment***

## Application For Alcoholic Beverage License

|                                                         |                                                                      |                                                        |
|---------------------------------------------------------|----------------------------------------------------------------------|--------------------------------------------------------|
| <b>Business Name:</b><br>Kedron world of Beve           | <b>Business Location:</b><br>Shoppe DIC<br>Outlet 7 B Kedron village |                                                        |
| <b>Nature of Business:</b><br>Package Store             | <b>Mailing Address:</b><br>DIC GA 30269<br>1503 Fountain glen Ct     | <b>Business Phone Number:</b><br>cell/no. 678-416-6001 |
| <b>Name of Licensee:</b><br>Anwar Noor Al               | <b>Home Address:</b><br>DIC<br>1503 Fountain glen Ct GA              | <b>Home Phone Number:</b><br>770-631-8658              |
| <b>Name of License Representative:</b><br>Anwar Noor Al | <b>Home Address:</b><br>Same as above                                | <b>Home Phone Number:</b><br>Same as above             |

**Please indicate type of licenses applying for:**

| Retail Consumption Dealer                  | Retail Package Dealer                                 | Wholesale Dealer                           |
|--------------------------------------------|-------------------------------------------------------|--------------------------------------------|
| <input type="checkbox"/> Malt Beverage     | <input checked="" type="checkbox"/> Malt Beverage     | <input type="checkbox"/> Malt Beverage     |
| <input type="checkbox"/> Wine              | <input checked="" type="checkbox"/> Wine              | <input type="checkbox"/> Wine              |
| <input type="checkbox"/> Distilled Spirits | <input checked="" type="checkbox"/> Distilled Spirits | <input type="checkbox"/> Distilled Spirits |

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

| NAME                                                                                                                                           | ADDRESS                                                   | PHONE NUMBERS                                                          |
|------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|------------------------------------------------------------------------|
| Individual Owner's Name, Partners' Names, Corporation Name and the name of the name of a Contact Person regarding License Changes, Taxes, etc. | Please provide Home Addresses for the individuals listed: | Please provide Home and Business Phone Numbers for individuals listed: |
| Anwar Noor Al                                                                                                                                  | 1503 Fountain glen<br>Ct Peachtree city<br>GA 30269       | 770-631-8658<br>404-346-4323                                           |
|                                                                                                                                                |                                                           |                                                                        |
|                                                                                                                                                |                                                           |                                                                        |
|                                                                                                                                                |                                                           |                                                                        |
|                                                                                                                                                |                                                           |                                                                        |
|                                                                                                                                                |                                                           |                                                                        |
|                                                                                                                                                |                                                           |                                                                        |
|                                                                                                                                                |                                                           |                                                                        |
|                                                                                                                                                |                                                           |                                                                        |

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

If YES, Please Provide Name of Employee: \_\_\_\_\_



# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

---

**TO:** Mayor and Council

**VIA:** Jonathan N. Rorie, City Manager 

**FROM:** Pam Dufresne, Deputy City Clerk 

**DATE:** January 23, 2018

**SUBJECT:** Alcohol License – EXTENSION OF TIME LIMIT TO USE  
ALCOHOL LICENSE – Goto  
*February 1, 2018, Consent Agenda*

---

**Recommendation:**

Staff recommends Council approve extension of the six-month time limit for the commencement of business in a licensed establishment.

**Discussion:**

City Council approved the application for an alcohol license for Goto, LLC, 273 Commerce Drive, in November 2016. The license fee was paid in March 2017; however, due to unforeseen issues between the shopping center's leasing company and the contractor working on the space, the business did not open as planned. The alcohol license and the occupational tax certificate for the business were renewed for 2018 even though the business had not opened.

Per Sec. 6-44 of the City's Alcohol Ordinance, holders of licenses must open the establishment within six months of the issuance of the license, which was September 2017. The Licensee and License Representative, Mariko Mibayashi and Gartrell Jackson, have asked for an extension of the time limit, and they plan to open the restaurant in a month to six weeks if everything remains on schedule.

As required by ordinance, Ms. Mibayashi and Mr. Jackson have again met the requirements for an alcohol license.

**Budgetary Impact:**

The budgetary impact of the extension of the alcoholic beverage license will be positive. The business would be required to pay the annual fee for the alcohol license, as well as the 3% tax due each month on the sale of mixed drinks.



# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

---

**TO:** Mayor and Council Members

**VIA:** Jon Rorie, City Manager   
Paul Salvatore, Financial Services Director *P.S.*  
Kelly Bush, Assistant Financial Services Director  
Angela Egan, Purchasing Agent 

**FROM:** Janet Moon, Chief of Police 

**DATE:** January 26<sup>th</sup>, 2018

**SUBJECT:** Surplus Property  
*February 1<sup>st</sup> 2018, City Council Meeting*

---

### Recommendation:

Staff recommends that council declare surplus the police department's 2015 Yamaha Viking.

### Discussion:

The department utilized forfeiture funds in 2015 to purchase the Yamaha Viking for cart path patrol. After the acquisition of the SMART car in late 2016, the use of the Viking declined due to the size, maneuverability, and engine noise. The Viking will be traded in on the purchase of a new 4-wheeler. The purchase will reduce the department's intended request for two replacement 4-wheelers to one in FY2019.

### Budget Impact:

There will be no anticipated budget impact, as this vehicle will be a replacement.

## CITY OF PEACHTREE CITY

### INTEROFFICE MEMORANDUM

---

**TO:** Mayor and Council Members

**VIA:** Jonathan N. Rorie, City Manager

**FROM:** Michael Warrix, AICP  
Planning and Development Director 

**DATE:** January 26, 2018

**SUBJECT:** Consider Adoption of Official Zoning Map and Zoning Ordinance  
February 1, 2018 City Council Agenda

---

Due to the cancellation of the January 18, 2018 City Council meeting, staff is recommending that this item be re-advertised and continued to the February 15, 2018 Council meeting.

## CITY OF PEACHTREE CITY

### INTEROFFICE MEMORANDUM

---

**TO:** Mayor and Council Members

**VIA:** Jonathan N. Rorie, City Manager

**FROM:** Michael Warrix, AICP  
Planning and Development Director

**DATE:** January 26, 2018

**SUBJECT:** Rezoning of 6.5-Acres, 279 Senoia Road from Agricultural Reserve (AR) to  
Limited Use Residential (LUR-17)  
*February 1, 2018 City Council Meeting*

---

Due to the cancellation of the January 18, 2018 City Council meeting, staff is recommending that this item be re-advertised and continued to the February 15, 2018 Council meeting.

# STAFF REPORT

## CITY COUNCIL

TO: Mayor and City Council

VIA: Jonathan N. Rorie, City Manager 

FROM: Michael Warrix, AICP  
Planning and Development Director

DATE: January 25, 2018

SUBJECT: Public Hearing: Consider Variance Request, R-12 Zoning Front Setback Requirement, 113 Tamerlane  
*February 1, 2018 City Council Meeting*

|                         |                                                   |
|-------------------------|---------------------------------------------------|
| Case Number:            | PV17-0010                                         |
| Request:                | Variance from Section 1001.4(g), Zoning Ordinance |
| Required Front Setback: | 40 Feet                                           |
| Requested Variance      | 7.73 Feet                                         |
| Property Location:      | 113 Tamerlane, Lot 34 Tamerlane                   |
| Current Zoning:         | R-12, One Family Residential                      |
| Parcel Size:            | 0.6 Acre (26,261 Square Feet)                     |
| Property Owner:         | Duane and Connie Higdon                           |
| Applicant:              | Jeff Westbrook, Tailor Made Enterprises           |

### Background

On April 27, 2017, the Applicant received a building permit to construct an 886 square foot finished addition to the existing single family residence at 113 Tamerlane. The site plan submitted as part of the building permit application indicated compliance with the required front building setback of the applicable zoning district (R-12). Foundation surveys are required by ordinance for any structure that is proposed for construction within five (5) feet of any building setback line. A foundation survey was submitted by the Applicant on December 21, 2017. That survey indicates that the new addition, as constructed, encroaches 7.73 feet into the required 40-foot front building line setback.

### Request

In order to obtain a certificate of occupancy for the new addition, a variance is required. The Applicant is requesting relief in the form of a variance from the front setback requirement of the R-12, One Family Residential zoning district. The R-12 zoning district requires a minimum front building setback of 40 feet. If approved, the variance would allow the encroachment of no more than 7.73 feet into the front building line setback.

As part of the application, the Applicant has included a survey showing the location of the addition in relation to the front building setback line, and letters of support from adjacent and nearby property owners. Photographs are also attached.



## 113 Tamerlane

Page 2

### Variance Consideration

In accordance with Section 1202 of the Zoning Ordinance, variances shall only be granted upon showing that:

- (a) Relief, if granted, would be in harmony with, or could be made to be in harmony with, the general purpose and intent of the zoning ordinance; or
- (b) The application of the particular provision of the zoning ordinance to a particular piece of property, due to extraordinary and exceptional conditions pertaining to that property because of its size, shape, or topography, would create an unnecessary hardship for the owner while causing no detriment to the public.

### Variance Criteria

Section 1207 of the Peachtree City Zoning Ordinance states:

*In reviewing a request for a variance, the City Council shall not grant the request unless all of the following findings can be made:*

- (a) *There are special circumstances applicable to the property, including location, shape, size, surroundings, or topography so that the strict application of this ordinance denies the property of privileges enjoyed by other property in the vicinity and under identical zoning district classification;*

**Staff Comment: None noted.**

- (b) *The strict or literal interpretation and application of this ordinance would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of the Zoning Ordinance, or would deprive the Applicant of privileges granted to others in similar circumstances;*

**Staff Comment: A strict or literal application of the ordinance would prevent the property owners from using the addition as intended.**

- (c) *There are exceptional or extraordinary circumstances or conditions applicable to the property involved or the intended development of the property which preclude the applicant from complying with this ordinance and that do not apply generally to other property in the same zoning district and which prevent the applicant from complying with existing regulations;*

**Staff Comment: Other than the fact that the proposed improvement has been constructed, no exceptional or extraordinary circumstances exist on the property.**

- (d) *The granting of such variance will not constitute the granting of special privileges inconsistent with the limitations on other property in the same zoning district;*

**Staff Comment: No evidence was presented as part of the application that would show that granting of a variance in this case would not constitute a special privilege.**

## 113 Tamerlane

Page 3

- (e) *The granting of such variance will not be materially detrimental to the public health, safety, or general welfare nor injurious to property or improvements in the zone or neighborhood in which the property is located; and*

***Staff Comment: Granting of a variance in this case would not be detrimental to public health, safety, or general welfare. The Applicant has obtained and presented letters of support from adjacent and nearby property owners.***

- (f) *The granting of such variance will not create inconsistencies with any objective of the Comprehensive Plan.*

***Staff Comment: Granting of the variance would not create any significant inconsistencies with the Comprehensive Plan, which encourages the protection of the character of existing neighborhoods as well as the redevelopment and reinvestment within neighborhoods.***

### Recommendation

Should Council choose to approve the variance request, staff recommends the following condition:

1. The variance shall be limited to an encroachment of no more than 7.73 feet into the front building setback as shown on the survey submitted by the Applicant. There shall be no other encroachments permitted without first securing additional variances.

ATTACHMENTS



rec'd 12/21/17 mm



# VARIANCE APPLICATION

153 Willowbend Rd, Peachtree City, GA 30269  
P: 770-487-5731 F: 770-631-2552  
**WWW.PEACHTREE-CITY.ORG**

Admin. Variance Fee: \$25.00  
Variance Fee: \$250.00 + \$100  
for each additional request

Receipt # 9189  
Date Filed 12/21/2017  
Case # V17-0010  
Office Use Only

|                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|--------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>VARIANCE LOCATION</b> | Street Address <u>113 TAMERLANE DR.</u><br>Zoning District: <input type="checkbox"/> Residential <input type="checkbox"/> Multi-Family <input type="checkbox"/> Commercial/Industrial/Office<br>Variance Type: <input type="checkbox"/> Administrative <input type="checkbox"/> Special Exception <input type="checkbox"/> Variance (check one below)<br>Variance from which ordinance: <input type="checkbox"/> Sign <input type="checkbox"/> Land Development <input type="checkbox"/> Zoning | Name <u>DAVE &amp; CONNIE HIGDON</u><br>Phone <u>817-727-2291</u><br>Email <u>HDHCU@BELLNET</u><br>Subdivision: <u>TAMERLANE</u><br>Phase: <u>34</u> Lot # <u>34</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>APPLICANT</b>         | Name <u>JEFF WESTSPARK</u><br>Address <u>147 MORRIS HILLS</u><br>City, State, Zip <u>ATL, GA 30269</u><br>Phone # <u>770-639-1883</u><br>Email <u>MRFIXITBUY@COMCAST.NET</u>                                                                                                                                                                                                                                                                                                                    | Please submit the following evidentiary items in support of this application and the requested variances.<br>(Please check off the items that are attached to this application)<br><input checked="" type="checkbox"/> Site plan (with property lines and proposed work)<br><input checked="" type="checkbox"/> A detailed report justifying the requested variance<br><input checked="" type="checkbox"/> Letters of support from adjacent property owners<br><input type="checkbox"/> Digital Photographs \ Renderings (CD or Email)<br><input checked="" type="checkbox"/> Other Items Demonstrating Need (topo. Survey, etc) |

|                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                |
|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>ADMINISTRATIVE VARIANCE</b> | 1.) Is a current survey included with the application? <input type="checkbox"/> Yes <input type="checkbox"/> No<br>2.) Does the application pertain to a zoning setback? <input type="checkbox"/> Yes <input type="checkbox"/> No<br>3.) Is the violation an existing setback violation? <input type="checkbox"/> Yes <input type="checkbox"/> No<br>4.) How long has the violation existed? _____ Years<br>5.) What is the required setback? _____ Feet<br>6.) How much of a variance is being requested? _____ Feet<br>7.) Were you the owner of the property when the violation occurred? (if not, who was?) <input type="checkbox"/> Yes <input type="checkbox"/> No | Briefly describe why this variance is being requested:<br>(A separate detailed report is still required to be attached to this application)<br><div style="border: 1px solid black; padding: 5px; text-align: center;"> </div> |
|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                             |
|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SPECIAL EXCEPTION</b> | 1.) Is a current survey included with the application? <input type="checkbox"/> Yes <input type="checkbox"/> No<br>2.) Has property been rezoned or deed restrictions? <input type="checkbox"/> Yes <input type="checkbox"/> No<br>3.) Is the violation an existing setback violation? <input type="checkbox"/> Yes <input type="checkbox"/> No<br>4.) Application for a bldg setback, fence, or parking? (Circle One)<br>5.) What is the required setback, height, or spaces?<br>6.) How much of a variance is being requested? | Briefly describe why this variance is being requested:<br>(A separate detailed report is still required to be attached to this application) |
|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|

|                 |                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                            |
|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>VARIANCE</b> | Please review the ordinances and instructions on the back of this page.<br>1.) Is a current survey included with the application? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>2.) How much of a variance is being requested? <u>5-6</u> Feet<br>3.) Were you the owner of the property when the violation occurred? (if not, who was?) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Briefly describe why this variance is being requested:<br>(A separate detailed report is still required to be attached to this application)<br><u>STRUCTURE BUILT BEFORE SURVEY KNOWN TO BE NEGATED</u><br><u>DAVE &amp; CONNIE HIGDON</u> |
|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

I hereby certify that I am the owner of the property on which a variance is being requested and that all information provided as a part of this application is true and correct.

Signature of Owner/Agent: [Signature]

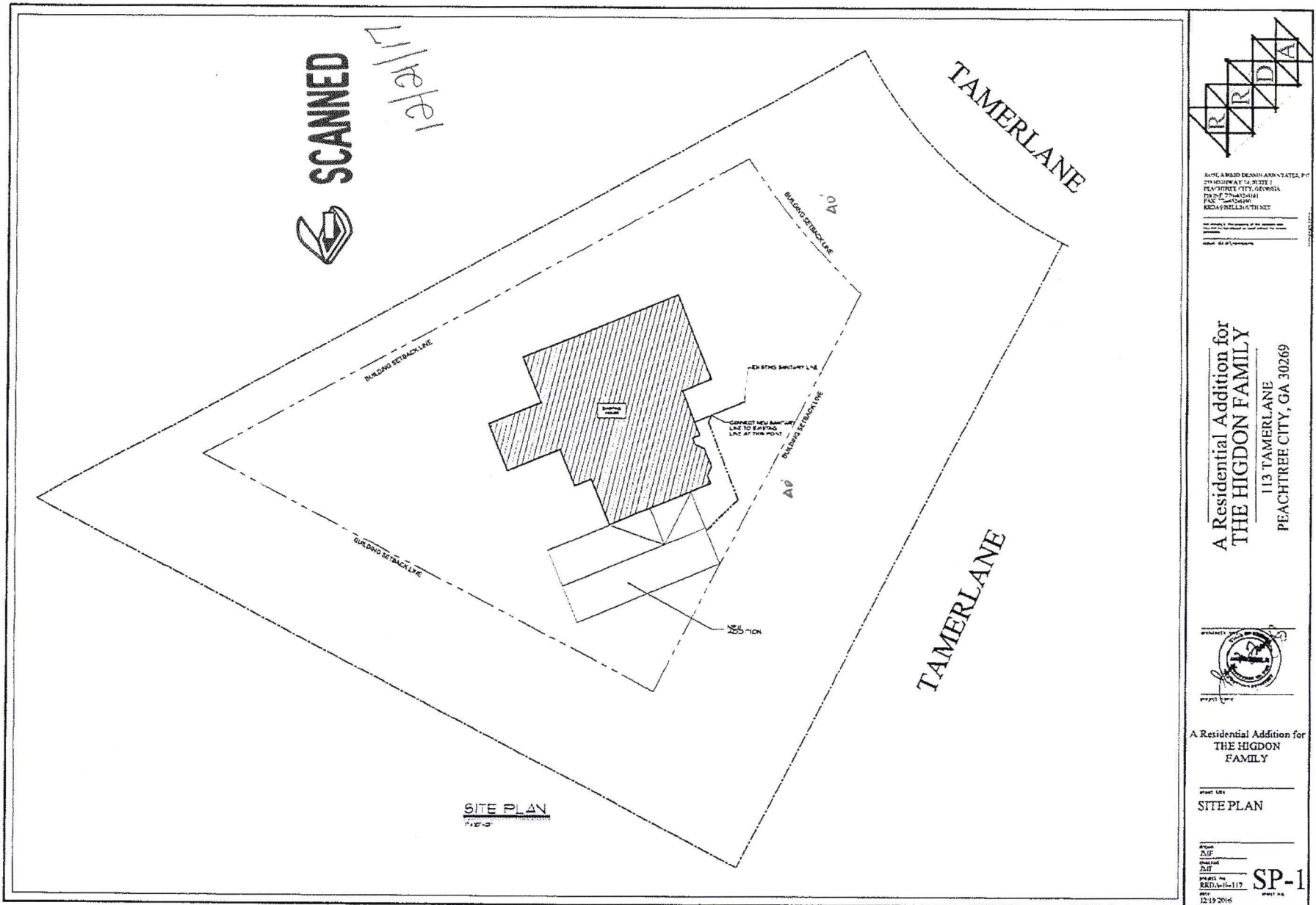
Date 12-12-17

## OFFICE ONLY

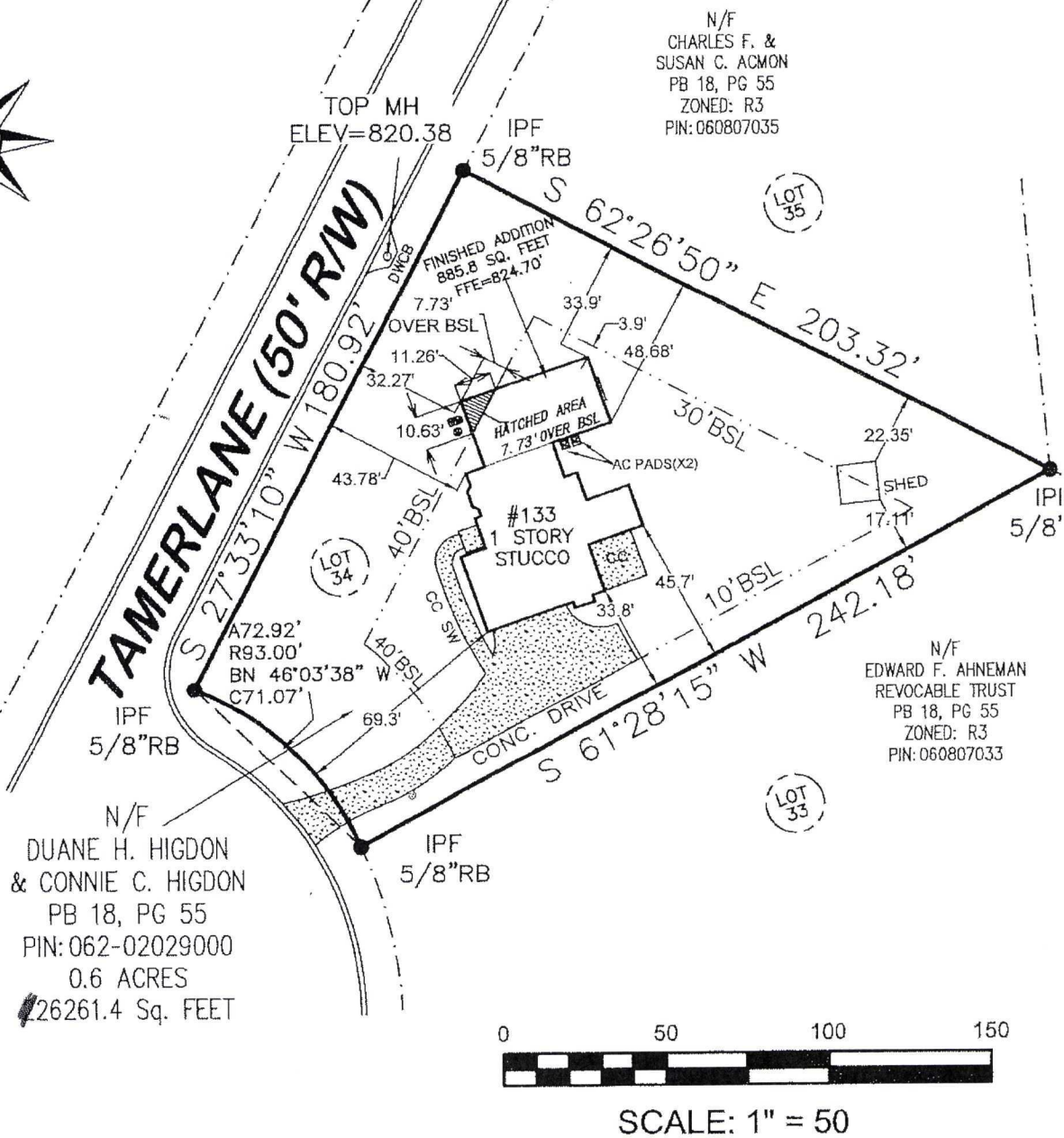
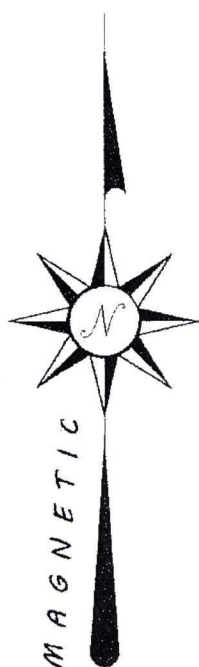
|                                |                        |
|--------------------------------|------------------------|
| <b>ADMINISTRATIVE VARIANCE</b> | Signature: _____       |
| Date of Acceptance: _____      | Date of Hearing: _____ |

☐ Approved ☐ Denied  
☐ Approved with Conditions

|                                                          |                                                                                                                                                                                                                                                                                                                                                   |
|----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SPECIAL EXCEPTIONS &amp; VARIANCE FROM ORDINANCES</b> | This application, along with the required fee and all necessary supplemental documents, has been properly submitted and is hereby accepted for consideration by the City Council at a public hearing in the City Council Chambers at 7:00 PM on the date shown below:<br>Signature: _____ Date of Acceptance: _____ Date of Public Hearing: _____ |
|----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|







SURVEY FOR:

**DUANE & CAROL HIGDON****PROPERTY ADDRESS**113 TAMERLANE  
PTC, GA 30256

LOT 34 TAMERLANE

**LAND LOT: 126****DISTRICT: 5****COUNTY: FAYETTE****PID: 060807034****DWG BY: GWB****CHECKED BY: GHB****FIELD WORK: 11/16/17****OFFICE: 11/17/17**

12/12/17

Gary and Jackie Begg  
110 Tamerlane  
Peachtree City, GA  
Date

Peachtree City Council Members  
Peachtree City, Georgia

Dear Peachtree City Council Members:

We are long-time residents of our city, and we are writing to express our full support for the pending decision to allow the variance for the Higdon's addition.

Our house is positioned across the street from the addition and do not find its location to be offensive in any way. Quite the contrary, the design of the structure ties in nicely to the original structure and provides a master on the main which is always a nice selling feature.

We have known Duane and Connie Higdon since they moved to Peachtree City back in 2005. At no time have they done anything but try to enhance the beauty of their home. While we understand the need to adhere to building codes, we do not believe the variance requested in this case will adversely affect the property values of any houses in our neighborhood.

We urge you to move forward with this approval and allow closure for this family.

Sincerely,



Gary and Jackie Begg

 **SCANNED**

12/21/17

Rick & Susan Almon  
111 Tamerlane  
Peachtree City, GA  
30269

Peachtree City Council Members  
Peachtree City, Georgia

Dear Peachtree City Council Members:

We have known Duane and Connie Higdon since they moved to Peachtree City back in the mid 2000s. Through the years we watched their youngest daughter graduate, marry and move out of their house...and most recently Connie's mom move in with them. The addition to their property was to allow Connie's mom to live on the ground floor and not have to negotiate stairs.

Since we live just to the left of their house and the new addition – we have watched the construction process progress over the past few months. On several occasions Duane and Connie spoke with us about how the build was going and how her mom was looking so forward to its completion.

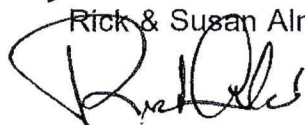
Duane just brought to our attention that after the final survey was conducted it appears that they had encroached into a front set-back boundary. It is our opinion that the addition to Duane and Connie's home has only enhanced the property and neighborhood. We say this from the standpoint of the neighbor closest to their addition and most likely to be impacted by its location.

We believe their variance request should be approved as soon as possible.

Sincerely,



Rick & Susan Almon



 **SCANNED**  
12/21/17

January 11, 2018

Jim & Jan Christopher  
112 Tamerlane  
Peachtree City, GA  
30269

Peachtree City Council Members  
Peachtree City, Georgia

Dear Peachtree City Council Members:

We are long-time residents of our city, and we are writing to express our full support to allow the variance for the Higdon's addition.

Our house is positioned across the street from Duane and Connie's home and we have a good view of their addition. It would appear they worked with an architect to make sure the design of the structure tied in nicely with the original structure.

Since Duane and Connie moved to our neighborhood back in 2005 at no time have they done anything but try to enhance the beauty of their home. We do not believe the variance requested will adversely affect any house in the Tamerlane neighborhood.

Thank you for your consideration.



Jim & Jan Christopher











## CITY OF PEACHTREE CITY

### INTEROFFICE MEMORANDUM

---

**MEMO TO:** Mayor and City Council

**VIA:** Jonathan Rorie, City Manager   
Paul Salvatore, Director of Financial Services  
Kelly Bush, Assistant Finance Director  p.s.

**FROM:** Joe O'Connor, Fire Chief 

**DATE:** January 12, 2018

**SUBJECT:** Request to establish Southside Quick Response (Fire/EMS) Station  
*January 18, 2018 City Council Agenda*

---

**Recommendation:**

It is Staff's recommendation that City Council authorize the City Manager to negotiate and enter into a rental agreement in order to establish a Southside Quick Response (Fire/EMS) Station at 825 S. Hwy 74.

**Discussion:**

To provide better coverage to a presently underserved area in the southern most portion of the City, the Fire Department seeks to construct a small station to provide quicker response times. The City collects Impact Fees from new development in order to enhance the delivery of fire and EMS protection associated with growing demand for services. Recent development in this area of the City creates extended response times from our Braelinn Station.

By seeking a rental agreement to establish a Fire/EMS presence in this area, quicker response times are achievable for the least possible cost. The selected location and anticipated construction necessary for this application with on-going rental cost creates a station suitable for two personnel in short order utilizing existing staff and apparatus. The Department intends to seek a federal grant to offset the cost of hiring budgeted personnel associated with the future McDuff station early to allow for more consistent staffing of the new Quick Response Station.

This station, as planned, will allow better coverage in the area immediately providing time for any potential annexation or development to occur prior to establishing the location and size requirements for a permanent solution in the area.

**Budget Impact:**

The property owner estimates the cost of construction to create a suitable facility for this use to be approximately \$50,000.00 with an on-going rent estimated at \$1,500.00 monthly. Fire Department Impact Fees will pay for the initial construction. The cost of rent, utilities, and other operating expenses will require a future budget transfer from cash reserves.

THE PALETTA GROUP  
REAL ESTATE & INVESTMENTS

## COMMERCIAL LETTER OF INTENT (FOR LEASE OF PROPERTY)

Date: 01/12/2018



2018 Printing

To: Peachtree City Fire - Rescue :

Re: 827 Hwy 74 S., Suite 204 Peachtree City GA 30269 (Address)

This Letter of Intent sets forth the basic terms on which Peachtree City Fire - Rescue ("Tenant") would consider leasing the above referenced property ("Property") from Highway 74, LLC ("Landlord").

This Letter of Intent, even if signed by Landlord and Tenant is not intended as and shall under no circumstances constitute either an offer to lease by either Tenant or Landlord or a Lease Agreement between Landlord and Tenant. Instead, it is merely an expression of interest by the undersigned of the terms and conditions under which Tenant and Landlord might enter into a Lease Agreement for the Property. Upon this Letter of Intent being signed by the undersigned, the Tenant and Landlord agree to work together in good faith to attempt to negotiate and enter into a mutually acceptable Lease Agreement for the Property with the terms and conditions set forth herein being the basis for such negotiations.

Tenant proposes the following principal terms with respect to the Lease of Property:

1. LANDLORD: Highway 74, LLC
2. TENANT: Peachtree City Fire - Rescue
3. PROPERTY: 827 Hwy 74 S., Suite 204  
Peachtree City GA 30269
4. USE: Equipment and personnel location for Peachtree City Fire - Rescue
5. RENTAL RATE: \$1,500.00
6. TERM: Five (5) years, Sixty (60) months
7. ANNUAL RENT INCREASES: 3%
8. COMMENCEMENT DATE: April 2, 2018
9. RENEWAL OPTION(S): Two (2) - Five Year (5) Options
10. SECURITY DEPOSIT(S): \$1,500.00
11. INSURANCE: Landlord Responsibility
12. TAXES: Landlord Responsibility
13. COMMON AREA MAINTENANCE: Landlord Responsibility
14. OPTION TO PURCHASE, RIGHT OF FIRST REFUSAL: N/A
15. RIGHT TO SUBLEASE: Written Landlord Approval Required
16. LANDLORD IMPROVEMENTS: Plan submitted by the City to be approved by Landlord
17. TENANT IMPROVEMENTS: Written Landlord Approval Required before any work begins.

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH Carl Ryals IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 451-1831.

Copyright© 2018 by Georgia Association of REALTORS®, Inc.

CF19, Commercial Letter of Intent (For Lease of Property), Page 1 of 2, 01/01/18



18. JANITORIAL: Tenant Responsibility19. HOLDING OVER: N/A20. ZONING: Light Industrial, Multi-Tenant21. ENVIRONMENTAL CONDITION: N/A22. REAL ESTATE COMMISSIONS: Per Separate Agreement23. CONFIDENTIALITY: N/A24. CONTINGENCIES: Contingent on Peachtree City Council approval25. COUNTERPARTS: This Letter of Intent may be executed in one or more counterparts, each of which will be deemed an original copy of this Letter of Intent.Letter of Work to provide Landlord's construction expense and Peachtree City's construction expense based on the custom specified build out.Proposed: Landlord - \$15,000.00Tenant - \$50,000.00Additional pages ☐ are or ☒ are not attached.

If the above-referenced terms and conditions of a possible Lease Agreement are acceptable and the undersigned would like to move forward to negotiate and prepare a Lease Agreement, please so indicate by signing and dating the appropriate spaces below.

Sincerely,

Agreed to and accepted this date of:

Agreed to and accepted this date of:

\_\_\_\_\_  
Tenant's Signature\_\_\_\_\_  
Landlord's SignatureHwy 74, LLC, Chris Gibson  
Print or Type NamePeachtree City Official  
Print or Type NameTitle: Managing MemberTitle: Peachtree City Fire-Rescue\_\_\_\_\_  
Broker's SignatureCarl W. Ryals, Sr. Vice President  
Print or Type Name

Date: \_\_\_\_\_

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

**TO:** Mayor and Council Members

**VIA:** Jon Rorie, City Manager *JR*  
 Paul Salvatore, Financial Services Director *P.S.*  
 Kelly Bush, Assistant Financial Services Director *KB*  
 Angela Egan, Purchasing Agent *AE*

**FROM:** Janet Moon, Chief of Police *Janet Moon*

**DATE:** January 10<sup>th</sup>, 2018

**SUBJECT:** Police Vehicle & Accessories Purchase  
*January 18<sup>th</sup>, 2018, City Council Meeting*

### Recommendation:

Staff recommends the purchase of five (5) 2018 Ford F150 Police Responder vehicles from Allan Vigil – Morrow for the low bid price of \$171,010.00 – and the purchase of seven (7) 2018 Ford Interceptor Utility vehicles from Wade Ford for the low bid price of \$214,475.00.

Staff recommends the purchase of the aftermarket vehicle accessories from ProLogicITS for the low bid price of \$162,514.35.

### Discussion:

Bid packages were emailed to a number of Ford distributors and aftermarket installers, as well as posted to the City's website. Bid responses were received from 3 dealers and 4 aftermarket installers. Responses are as follows:

| <u>VEHICLES</u>                            |                           |                            | <u>ACCESSORIES</u>                |                                            |
|--------------------------------------------|---------------------------|----------------------------|-----------------------------------|--------------------------------------------|
| <b>Ford F150 Police Responder</b>          |                           |                            | <b>Installer</b>                  | <b>Extended Price (all configurations)</b> |
| <b>Dealer:</b>                             | <b>Price per Vehicle:</b> | <b>Extended Price (5):</b> | ProLogicITS                       | \$162,514.35                               |
| Allan Vigil Ford - Morrow                  | \$34,202.00               | \$171,010.00               | Dana Safety Supply                | \$165,740.92                               |
| Wade Ford - Smyrna                         | \$34,751.00               | \$173,755.00               | TransComm Services                | \$169,590.40                               |
| Allan Vigil Ford - Fayetteville            | \$34,891.92               | \$174,459.60               | 144 <sup>th</sup> Marketing Group | \$155,475.00 **no bid on K9**              |
| <b>Ford Interceptor Utility - Unmarked</b> |                           |                            |                                   |                                            |
| <b>Dealer:</b>                             | <b>Price per Vehicle:</b> | <b>Extended Price (1):</b> |                                   |                                            |
| Wade Ford - Smyrna                         | \$31,151.00               | \$31,151.00                |                                   |                                            |
| Allan Vigil Ford - Morrow                  | \$31,500.00               | \$31,500.00                |                                   |                                            |
| Allan Vigil Ford - Fayetteville            | \$32,976.46               | \$32,976.46                |                                   |                                            |
| <b>Ford Interceptor Utility - Patrol</b>   |                           |                            |                                   |                                            |
| <b>Dealer:</b>                             | <b>Price per Vehicle:</b> | <b>Extended Price (6):</b> |                                   |                                            |
| Wade Ford - Smyrna                         | \$30,554.00               | \$183,324.00               |                                   |                                            |
| Allan Vigil Ford - Morrow                  | \$30,903.00               | \$185,418.00               |                                   |                                            |
| Allan Vigil Ford - Fayetteville            | \$32,350.46               | \$194,102.76               |                                   |                                            |

This purchase is necessary to maintain a sufficient fleet of patrol units and pool vehicles that have not exceeded 125,000 miles, in compliance with the City's Personnel Policy Manual (I. Safety & Accident Reporting, section 7 – Repair & Replacement), and/or have become too costly to repair or maintain. The department has identified twelve (12) vehicles that are expected to near 125,000 miles prior to the arrival of the new patrol vehicles in approximately 3 months and/or will not make it to the next replacement cycle without exceeding mileage.

The department budgeted for the replacement of nine (9) patrol units and one (1) unmarked car vehicle for FY2018. The department was also permitted to purchase two additional patrol units utilizing unexpended carryover funds for the purposes of smoothing/equalizing future vehicle number requests.

**Budget Impact:**

Funds are budgeted and available in the General Fund and CIP.



# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

---

**TO:** Mayor and Council Members

**VIA:** Jon Rorie, City Manager *JR*  
Paul Salvatore, Financial Services Director *P.S.*  
Kelly Bush, Assistant Financial Services Director *KB*  
Angela Egan, Purchasing Agent *AE*

**FROM:** Janet Moon, Chief of Police *JM*

**DATE:** January 11<sup>th</sup>, 2018

**SUBJECT:** SPLOST EXPENDITURES  
*January 18<sup>th</sup>, 2018, City Council Meeting*

---

### Recommendation:

Staff recommends the purchase of replacement mobile and portable radios from Motorola, INC. for the purchase price of \$124,569.50 utilizing SPLOST funds.

Staff recommends the purchase of replacement in-car video systems from Coban Technologies for the purchase price of \$68,446.00 utilizing SPLOST funds.

### Discussion:

The department currently uses Motorola mobile and portable radios for all vehicles and personnel. In an attempt to update current aging radios and to prepare for future radio infrastructure enhancements being made by Fayette County, the department requested and was approved for replacing all mobile and portable radios to equipment that is digital phase II compliant and compatible with all future enhancements. The provided prices are negotiated below State Contract pricing.

The department uses Coban Technologies in-car and body worn cameras for all vehicles and personnel. The department requested and was approved to replace older Coban in-car units that have reached the end of their serviceable life.

### Budget Impact:

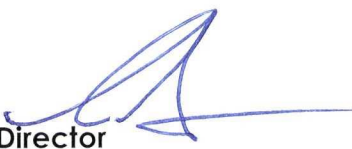
Funds are budgeted and available in the SPLOST fund.

## CITY OF PEACHTREE CITY

### INTEROFFICE MEMORANDUM

---

**TO:** Mayor and Council Members

**VIA:** Jonathan N. Rorie, City Manager   
Michael Warrix, AICP, Planning and Development Director 

**FROM:** Allen Davis, Telecommunications Consultant  
Community Broadband, LLC

**DATE:** January 11, 2018

**SUBJECT:** Consider Amendments to Wireless Telecommunications Facilities  
Ordinance (Chapter 18, Article XV, Code of Ordinances)  
*January 18, 2018 City Council Agenda*

---

#### **Recommendation:**

That Council adopt the amendments to Chapter 18, Article XV, Wireless Telecommunications Facilities Ordinance as presented by staff.

#### **Discussion:**

At the November 16, 2017 City Council meeting, staff presented a preview of proposed amendments to the city's Wireless Telecommunications Facilities Ordinance. The amendments being proposed serve to: (a) bring the ordinance into compliance with federal and state rules and regulations; (b) include provisions which provide for the accommodation of applications to establish advanced wireless architectures such as Distributed Antennae Systems ("DAS") facilities designed to improve signal coverage and enhance broadband capabilities; (c) support the city's responsibility to manage and protect facilities in the right-of-way; and (d) allow the city to continue to maintain a high level of public safety standards.

The proposed amendments also provide for administrative review of applications that do not constitute the construction of a new free-standing facility to install or maintain antennas that meet certain requirements such as the installation of DAS facilities on existing structures. Applications to establish new wireless telecommunications facilities not meeting the requirements of administrative approval, such as facilities installed to support one or more antennas, will be reviewed and subject to the approval of the Planning Commission and City Council as a conditional use within specific zoning districts subject to the requirements in the Wireless Telecommunications Facilities Ordinance.

**Consider Amendments to Article XV, Wireless Telecommunication Facilities Ordinance**

*January 11, 2018*

*Page 2*

In general, amended setback requirements for wireless telecommunication facilities are based upon the height of facilities to accommodate the type of structures now typically being installed, such as monopoles and stealth structures. The proposed setbacks are generally accepted in the industry and consistent with Fayette County requirements.

Proposed amendments are highlighted on the attached draft ordinance. An adopting ordinance for signatures is also attached.

**Budget Impacts:**

There are no budget impacts associated with this request.



ARTICLE XV. - WIRELESS TELECOMMUNICATIONS FACILITIES<sup>[12]</sup>

## Footnotes:

--- (21) ---

**Editor's note**— Ord. No. 1013, § 1, adopted October 21, 2010, repealed and reenacted article XIV in its entirety to read as herein set out. Formerly, article XIV, §§ 18-376—18-382, pertained to telecommunication towers and antennas, and derived from Ord. No. 894, § 1, adopted December 7, 2006. Subsequently, Ord. No. 1015, § 1, adopted January 6, 2011, renumbered the former article XIV as article XV. The historical notation has been preserved for reference purposes.

**Cross reference**— ~~Community antenna television systems, ch. 26.~~

## Sec. 18-376. - Purpose.

The purpose of this article is to ensure that residents and businesses in the City of Peachtree City (city) have access to wireless telecommunications networks and state-of-the-art communications services while also ensuring that this objective is achieved in a fashion that considers public safety, preserves the aesthetic character of the community, and is accomplished according to city zoning, planning, and design standards.

The standards contained in this article are intended to comply with the Telecommunications Act of 1996 as amended, as well as Section 6409 of the "Middle Class Tax Relief and Job Creation Act" (Spectrum Act) of 2012. The Telecommunications Act of 1996 preserved, with certain limitations, local government land use and zoning authority concerning the placement, construction, and modification of wireless telecommunications facilities. The city recognizes that facilitating the development of wireless service technology can be an economic development asset to the city and a significant benefit to its residents. The provisions of this article are not intended and shall not be interpreted to have the effect of prohibiting personal wireless services. This article shall not be applied in such a manner as to unreasonably discriminate between providers of functionally equivalent personal wireless services. In reviewing any application to provide personal wireless service or to install personal wireless service facilities, the City shall act within the time periods described by this article while taking into account the nature and scope of the application and the required notice and review process where applicable. Any decision to deny an application shall be in writing, supported by substantial evidence contained in a written record.

To accomplish the above-stated objectives and to ensure that the placement, construction or modification of wireless telecommunications facilities complies with all applicable federal laws, and is consistent with the city's land use and zoning policies, the city is adopting comprehensive regulations pertaining to wireless telecommunications facilities.

These regulations are designed to meet the following:

- (1) Promote the health, safety and general welfare of the public by regulating the siting of and establishing development standards for wireless telecommunications facilities and related equipment;
- (2) Encourage the location of wireless telecommunications facilities within non-residential areas while protecting residential areas and land uses from potential adverse impacts of towers;
- (3) Encourage collocation and site sharing of new and existing wireless telecommunications facilities;
- (4) Facilitate the use of public property for wireless telecommunications facilities;
- (5) Locate wireless telecommunications facilities in areas where adverse impacts on the community are minimized; ~~and~~
- (6) Encourage design and construction of wireless telecommunications facilities to harmonize the visual impact of the wireless telecommunications facilities with the existing natural and/or built environment;
- (7) Enhance the ability of the providers of personal wireless services to provide such services to the community quickly, effectively, and efficiently;
- (8) Avoid potential damage to adjacent properties from tower failure with engineering and careful siting of tower structures;
- (9) Enhance and provide emergency respondent capabilities;
- (10) To establish procedural requirements and substantive criteria applicable to review and approval or denial of applications for a proposed modification to wireless telecommunications facilities;
- (11) To ensure that application submittal requirements are related to information reasonably necessary to determine if the proposed modification will result in a substantial change in the physical dimensions of the wireless telecommunications facility support structure;
- (12) To preserve the city's right to continue to enforce and condition approvals in this article in compliance with generally applicable building, structural, electrical, and safety codes and with other laws codifying objective standards reasonably related to health and safety;
- (13) To promote timely decisions under this article; and
- (14) To ensure that decisions are made consistently and predictably.

(Ord. No. 1013, § 1, 10-21-2010)

Sec. 18-377. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:



*Accessory equipment* means any equipment serving or being used in conjunction with a wireless telecommunications facility or support structure. This equipment includes, but is not limited to, utility or transmission equipment, power supplies, generators, batteries, cables, equipment buildings, cabinets and storage sheds, shelters or other structures.

*Administrative approval* means approval that the director or his designee is authorized to grant after administrative review.

*Administrative review* means the non-discretionary evaluation of an application by the director or his designee as identified herein. This process is not subject to a public hearing.

*Antenna* means all on-site equipment and any structure or device used to collect or radiate electromagnetic waves for the provision of any licensed or authorized personal wireless service including but not limited to of cellular, paging, personal communications services (PCS) and microwave communications. Such structures and devices include, but are not limited to, directional antennas, such as panels, microwave dishes and satellite dishes, and omni-directional antennas, such as whips, antenna used in small cell, microcell and distributed antenna systems, transceivers, cables, wiring, converters, power supplies, equipment cabinets and shelters, and other comparable equipment.

*Antenna support structure* means any pole, telescoping mast, tower, tripod, or other structure which supports a device used in the transmitting or receiving of radio frequency signals.

*Atlanta Regional Airport - Falcon Field* means the airport owned and operated by the Peachtree City Airport Authority.

*Attached wireless telecommunications facility (attached WTF)* means an antenna that is attached to an existing building or structure (attachment structure); said structures shall include but not be limited to utility poles, light poles, buildings, etc. with any accompanying pole or device (attachment device) which attaches the antenna to the existing building or structure and associated connection cables, and any equipment facility which may be located either inside or outside of the attachment structure.

*Backhaul network* means the lines that connect a towers or cell sites utilized by a provider of personal wireless services to one or more cellular telephone switching office, the long distance provider, or the public switched telephone network.

*Base station* shall mean and refer to the structure or equipment at a fixed location that enables wireless communications licensed or authorized by the FCC, between user equipment and a communications network. The term does not encompass a tower as defined in this article or any equipment associated with a tower.

*Building official* means the building official of the city.

*Carrier on wheels or cell on wheels ("COW")* means a portable self-contained cell site that can be moved to a location and set up to provide personal wireless services on a temporary or emergency basis. A COW is normally vehicle-mounted and contains a telescoping boom as the antenna support structure.

*Cell site or site* means a tract or parcel of land that contains personal wireless service facilities including any antenna, support structure, accessory building, and parking, and may include other uses associated with an ancillary to personal wireless services.



*Collocation* means the act of siting, mounting, or installing wireless telecommunications facilities in the same location on the same support structure as other wireless telecommunications facilities.

*Distributed Antenna Systems, microcell facility, and small cell facility* (collectively "DAS facility" or "DAS facilities") means a wireless telecommunications facility characterized by small antennas and equipment cabinets located on a small diameter monopole, an existing or replacement street light, power pole, sign or other suitable structure, or on an existing building. A DAS facility is designed to blend in with the existing physical environment and minimize visual impacts.

*Existing structure* means a previously erected support structure or any other structure to which wireless telecommunications facilities can be attached.

*FAA* means the Federal Aviation Administration.

*FCC* means the Federal Communications Commission.

*Geographic search area (GSA)* means an area of land, as defined by the applicant, being studied for the location of wireless telecommunications facilities.

*Height* means, when referring to a wireless telecommunications facility support structure, the distance measured from ground level to the highest point on the support structure, even if the highest point is an antenna-vertical distance measured from the base of the antenna of the wireless telecommunications facility support structure at grade to the highest point of the structure even if said highest point is an antenna. Measurement of tower height shall include antenna, base pad, and other appurtenances and shall be measured from the finished grade of the parcel. If the support structure is on a sloped grade, then the average between the highest and lowest grades shall be used in calculating the antenna height.

*Director* means the community development director of the city.

*Major modification* means improvements to existing wireless telecommunications facilities or support structures that result in a substantial change to the facility or structure. Examples of major modifications include, but are not limited to, modifications that increase the height of the support structure or expand the physical size of the structures. Collocation of new wireless telecommunications facilities on an existing support structure without replacement of the structure shall not constitute a major modification.

*Minor modification* means improvements to existing wireless telecommunications facilities and support structures that result in some material change to the facility or support structure but of a level, quality or intensity that is less than a major modification. Examples of minor modifications include, but are not limited to, repair and/or replacement of existing antennas, switching stations or electrical components.

*Monopole* means a single, freestanding pole-type wireless telecommunications facility structure supporting one or more antenna.

*Mount* means the structure or surface upon which wireless telecommunications facilities are mounted. There are three types of mounts:

1. Building Mount. A wireless telecommunications facility mount fixed to the roof or side of a building.
2. Ground Mount. A wireless telecommunications facility mount fixed to the ground, such as a tower.



3. Structure Mount. A wireless telecommunications facility fixed to a structure other than a building, such as light standards, utility poles, water towers and bridges.

*Municipal code officer* means the code enforcement officer of the city.

*Ordinary maintenance* means ensuring that wireless telecommunications facilities and support structures are kept in good operating condition. Ordinary maintenance includes inspections, testing and modifications that maintain functional capacity, aesthetic and structural integrity; for example the strengthening of a support structure's foundation or of the support structure itself. Ordinary maintenance includes replacing antennas and accessory equipment on a like-for-like basis within an existing wireless telecommunications facility and relocating the antennas of approved wireless telecommunications facilities to different height levels on an existing monopole or support structure upon which they are currently located without changing the overall height of the support structure. Ordinary maintenance does not include major and minor modifications.

Personal wireless service shall be defined in the same manner as in Title 47, United States Code, Section 332(c)(7) (C), and the FCC as may be amended now or in the future, and includes the transmission and reception of spectrum-based services including but not limited to radio or microwave signals used for communication, cellular phone, personal communications, commercial mobile services, enhanced specialized mobile radio, and any other wireless services licensed by the FCC and unlicensed wireless services and facilities which provide subscribers with the ability to access or receive calls from the public switched telephone network. Personal wireless services also include unlicensed wireless services, which are services that are not licensed by the FCC, but are deployed through equipment that is authorized by the FCC. Personal wireless services include common carrier wireless exchange access services, which are offerings designed as competitive alternatives to traditional wireless local exchange providers.

Personal wireless service facilities shall be defined in the same manner as in Title 47, United States Code, Section 332(c)(7) (C), and the FCC as may be amended now or in the future, and includes transmitters, antenna structures and other types installations and facilities for the provisioning of personal wireless services.

*Pre-existing support structures and antennas* means any wireless telecommunications facility support structure or antenna for which a permit has been properly issued prior to the adoption of this article.

*Replacement* means constructing a new wireless telecommunications facility support structure of proportions and of equal height or such other height as would be allowed under the definition of minor modification to a pre-existing support structure in order to support a wireless telecommunications facility or to accommodate collocation and removing the pre-existing support structure.

Site shall mean and refer to the current boundaries of the leased or owned property surrounding the location of wireless telecommunications facilities and any access or utility easements currently related to the site, and, for other eligible support structures, shall mean and be further restricted to that area in proximity to the structure and to other transmission equipment already deployed on the ground.

*Stealth wireless telecommunications facility* means any wireless telecommunications facility that is integrated as an architectural feature of an existing structure or any new support structure designed so that the purpose of the wireless telecommunications facility or support structure providing personal wireless services is not readily apparent to a casual observer.



*Support structure(s)* means any wireless telecommunications facility structure that is designed and constructed primarily for the purpose of supporting one or more antennas, including self-supporting lattice towers, guy towers or monopole towers. The term includes radio or transmission towers, microwave towers, common carrier towers, cellular phone towers, alternative structure towers and the like.

~~*Telecommunications facility* means any unmanned facility established for the purpose of providing wireless transmission of voice, data, images or other information including, but not limited to, cellular telephone service, personal communications service (PCS), and paging service. A telecommunications facility can consist of one or more antennas and accessory equipment or one base station.~~

~~*Transmission equipment* shall mean and refer to equipment that facilitates transmission for any personal wireless services including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cables, regular and backup power supplies, and equipment associated with personal wireless services including, but not limited to unlicensed and licensed or authorized by the FCC, private, broadcast, and public safety services, as well as fixed wireless services such as wireless backhaul.~~

~~*Utility pole* means a utility pole or a utility pole in an identical or nearly identical location as an existing utility pole and which serves to replace an existing utility pole.~~

~~*Wireless telecommunications facility* means and refers to any wireless telecommunications facility structure utilized for the purposes of supporting any antennas and their associated facilities including structures that are constructed for personal wireless services including, but not limited to services licensed or authorized by the FCC, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as wireless backhaul, and the associated site. A wireless telecommunications facility can consist of one or more antennas and accessory equipment or one base station and includes DAS facilities.~~

(Ord. No. 1013, § 1, 10-21-2010)

Sec. 18-378. - Applicability.

- (a) All wireless telecommunications facilities or support structures erected within the city shall comply with the requirements of this article; except that this article shall not govern any wireless telecommunications facility or support structure that is owned and operated by a federally licensed amateur radio or citizen band radio operator, or any antenna that is used exclusively for receive-only purposes.
- (b) Prior to the submission of an application to install or construct a wireless telecommunications facility or support structures within the city, applicants must first be in full compliance with city Code Section 707.2 and secured any permits required under this section and be in compliance with all other applicable city ordinances and the requirements of this article.
- ~~(b)~~ Pre-existing wireless telecommunications facility support structures and antennas shall not be required to meet the requirements of this article, except as identified herein.

(Ord. No. 1013, § 1, 10-21-2010)



Sec. 18-379. - Approvals required for wireless telecommunications facilities and support structures.

- (a) *Administrative review.* Wireless Ttelecommunications facilities located on an existing support structure used for the provisioning of personal wireless services at the time an application is submitted shall be permitted after administrative review and administrative approval in accordance with the standards set forth in this article. ~~An attached WTF shall not be permitted by administrative approval.~~
- (b) *Conditional use permit.* Wireless Ttelecommunications facilities and support structures not permitted by administrative approval shall be reviewed as a conditional use in those zoning districts set forth in this article in accordance with the standards set forth in this article.
- (c) *Exempt.* Ordinary maintenance of existing wireless telecommunications facilities and support structures, as defined herein, shall be exempt from zoning requirements but shall comply with all building department requirements.

The following facilities are not subject to the provisions of this article:

- (1) Antennas used by residential households solely for broadcast radio and television reception;
- (2) Satellite antennas used solely for residential or household purposes;
- (3) COWs placed for a period of not more than 120 days at any location within the city after a declaration of an emergency or a disaster by the governor or by the responsible official of the city; and
- (4) Television and AM/FM radio broadcast towers and associated facilities.

(Ord. No. 1013, § 1, 10-21-2010)

Sec. 18-380. - Wireless Ttelecommunications facilities and support structures permitted by administrative approval.

- (a) Wireless Ttelecommunications facilities located on existing structures.
  - (1) Minor modifications and ordinary maintenance of Aantennas and accessory equipment are permitted—on any existing wireless telecommunication facility structure are subject to administrative review in accordance with the provisions of this article. ~~An attached WTF shall not be permitted by administrative approval.~~
  - (2) Antennas and accessory equipment shall not penetrate the protected airspace associated with Atlanta Regional Airport - Falcon Field.
  - ~~(3) Minor modifications as identified herein.~~
- (b) Administrative review of certain DAS facilities – The following DAS facilities applications shall be reviewed administratively by the director:
  - (1) DAS facilities located on existing structures in any zoning district;

(2) DAS facilities located on a new structure constructed for a use other than the provisioning of personal wireless services in any nonresidential zoning district;

(3) DAS facilities mounted on buildings;

(4) Modifications to a wireless facility support structure which involves the co-location, the new installation, the removal, or the replacement of wireless telecommunications facility transmission equipment provided the modification does not substantially change the physical dimensions of an eligible support structure.

~~(bc)~~ *General standards, design requirements, and miscellaneous provisions.* Unless otherwise specified herein, all wireless telecommunications facilities and support structures permitted by administrative approval are subject to the applicable general standards and design requirements identified herein.

~~(ed)~~ *Administrative review process.*

(1) All administrative review applications must contain the following:

- a. Administrative review application form signed by applicant.
- b. Copy of lease or letter of authorization from property owner evidencing applicant's authority to pursue application.
- c. Construction drawings detailing proposed improvements. Drawings must depict improvements related to the requirements listed in this article, including property boundaries, setbacks, topography, elevation sketch, and dimensions of improvements.
- d. A plat of the property identifying exact boundaries of the lease area for the new telecommunications facility and support structure, as well as the location of the access easement.
- e. Administrative review application fee as adopted by city council in the schedule of fees and kept on file in the city clerk's office.

(2) Procedure.

- a. Within 90 calendar days of the date an application for modification or collocation of wireless facilities is filed with the city, unless another date is specified in a written agreement between the city and the applicant, the city shall: (1) make its final decision to approve or disapprove the application; and (2) advise the applicant in writing of its final decision. Within 30 ~~business~~ calendar days of the receipt of an application for administrative review, the director shall either: (1) inform the applicant in writing the specific reasons why the application is incomplete and does not meet the submittal requirements; or (2) schedule an administrative review meeting with the applicant within 30 days of the receipt of a complete application. This meeting is not a public hearing. If the director informs the applicant of an incomplete application within 30 days, the overall timeframe for review is suspended until such time the applicant provides the requested information.
- b. An applicant that receives notice of an incomplete application may submit additional documentation to complete the application. An applicant's failure to complete the application



within 60 business calendar days after receipt of written notice shall constitute a withdrawal without prejudice of the application. An application withdrawn without prejudice may be resubmitted upon the filing of a new application fee.

- c. The director must issue a written decision granting or denying the request within 90 days of the submission of the initial application unless:
  - 1. The director notified the applicant that the application was incomplete within 30 days of filing. If so, the remaining time from the 90-day total review time is suspended until the applicant provides the missing information; or
  - 2. Extension of time is agreed to by the applicant.
- d. Should the director deny the application, the director shall provide written justification for the denial. The denial must be based on substantial evidence of inconsistencies between the application and this article.
- e. Applicant may appeal any decision of the director approving, approving with conditions, or denying an application or deeming an application incomplete within 30 days to the city council in accordance with city ordinances.

(Ord. No. 1013, § 1, 10-21-2010)

Sec. 18-381. - Wireless ~~Telecommunications~~ facilities and support structures permitted by conditional use permit.

- (a) Any wireless telecommunications facilities or support structures, ~~including an attached WTF~~, not meeting the requirements of administrative approval shall be reviewed and subject to approval by both the planning commission and city council as a conditional use within specific zoning districts, subject to the requirements of this article.
- (b) General standards, design requirements, and miscellaneous provisions.
  - (1) Unless otherwise specified, all wireless telecommunications facilities and support structures permitted by conditional use permit are subject to the applicable general standards and design requirements identified herein.
  - (2) Siting of new wireless telecommunications facilities and support structures shall be in accordance with the following hierarchy of facility alternatives, ranked from highest to lowest preference as follows:
    - a. Collocation on existing structure.
    - b. Concealed freestanding (stealth application).
    - c. Non-concealed freestanding monopole.
    - d. Non-concealed freestanding lattice structure.



(c) Conditional use permit review process.

(1) All conditional use permit applications must contain the following:

- a. Conditional use permit application form signed by applicant.
- b. Copy of lease or letter of authorization from property owner evidencing applicant's authority to pursue application.
- c. A title report or American Land Title Association (A.L.T.A.) survey showing all easements on the subject tract, together with a full legal description of the property.
- d. Construction drawings detailing proposed improvements. Drawings must depict improvements related to the requirements listed in this article, including property boundaries, setbacks, topography, elevation sketch, and dimensions of improvements.
- e. A plat of the property identifying exact boundaries of the lease area for the new wireless telecommunications facility and support structure, as well as the location of the access easement.
- f. A vicinity map delineating the location and classification of all major public or private streets and rights-of-way, driveways, public parking areas and multi-use paths within 1,000 LF of the proposed wireless telecommunications facilities and support structure location. Said vicinity map shall also include zoning districts boundaries.
- g. A list of all property owners, to include the name and mailing address of all owners of property abutting the property where the new wireless telecommunications facility will be located as well as all owners of property located within 200 feet of the property where the new wireless telecommunications facility will be located. Property ownership shall be ownership as shown by the Fayette County Tax Digest for the year in which the application is considered, and the city officials have no duty to inquire into ownership beyond that shown on said tax digest. As used in this section, the phrase "owners of adjacent property" means any owner of property that physically touches the property under consideration.
- h. Two sets of mailing labels for such property owners shall be provided, along with a notarized letter of certification stating the ownership list referenced herein is accurate and to the best of the applicant's ability.
- i. An evidence of need report certified by a radio frequency engineer demonstrating the need for the new wireless telecommunications facilities and support structures at the proposed location. The following information shall be provided within the report:
  1. Identification of the efforts to comply with the wireless telecommunications facility and location hierarchy as identified herein. If a concealed freestanding or non-concealed freestanding structure is proposed, the applicant shall demonstrate that existing wireless telecommunications facilities, or the mitigation of existing wireless telecommunications facilities, within the applicant's geographic search area (GSA) cannot reasonably accommodate the applicant's need because:

- A. There are no existing wireless telecommunications facility structures within the GSA that meet the applicant's engineering requirements and why.
  - B. The existing wireless telecommunications facilities and support structures within the GSA are not of sufficient height and cannot be increased in height to meet the applicant's engineering requirements.
  - C. The existing wireless telecommunications facilities and support structures within the GSA do not have sufficient structural strength and cannot be structurally improved to support the applicant's proposed wireless telecommunications and related equipment. Such information shall be certified by a professional engineer licensed to practice in the state.
  - D. There are other limiting factors that render existing wireless telecommunications facilities and support structures in the GSA unsuitable.
2. For all wireless telecommunications facilities and support structures proposed within 500 LF of any residentially zoned parcel, a written report shall be provided which demonstrates the applicant's meaningful efforts to secure alternative sites in non-residential areas. The applicant shall provide:
  - A. A list of alternative sites that are potential alternatives to the proposed location.
  - B. A written explanation as to why the alternative sites considered were either unacceptable or infeasible due to technical or physical reasons.
  - C. Copies of written requests and responses for shared use, along with any letters of rejection stating the reasons for rejection.
3. Graphics to be provided shall include:
  - A. A map of the GSA to include the location of the proposed wireless telecommunications facilities and support structures and all existing wireless telecommunications facilities and support structures within the GSA. The exact location (in longitude and latitude, to degrees, minutes and seconds to the nearest tenth), including the height of the existing towers; and height, type and number of existing antennas on each support structure.
  - B. A map of the GSA and all existing alternative structures that are potential alternatives to the proposed wireless telecommunications facility and support structure.
  - C. A color plot demonstrating the existing coverage of all existing wireless telecommunications facilities and support structures owned and proposed by the applicant within the GSA.
  - D. Additional maps and calculations as may be deemed necessary by the director to prove the need for the new wireless telecommunications facilities and support structures.



4. Applications for new wireless telecommunications facilities and support structures shall be considered together as one application requiring only a single application fee.
  5. All new support structures shall be designed such that more than one provider of personal wireless carrier services can collocate on the new support structure in the future.
- j. A visual impact assessment demonstrating the visual impacts the proposed wireless telecommunications facilities and support structures might have on the adjoining properties. The following information shall be provided within the report:
1. *Line-of-sight analysis.* The applicant shall provide a line-of-sight analysis, including elevation views of the proposed facility. The analysis shall include a description of natural and man-made features that affect the buffering of the potential visual impact of the structure.
  2. *Photo simulations.* The applicant shall provide photo simulated post-construction renderings of the completed proposed wireless telecommunications facilities and support structures, equipment compound, equipment cabinets, ancillary structures and landscaping. The simulations shall include a minimum of four views (north, south, east and west).

The views shall incorporate before and after scenarios, a scaled color image of the proposed type of facility, an aerial map with the location of the selected views, and a description of the technical approach used to create the photo simulations.
  3. *Balloon test.* The applicant shall conduct a balloon test, the purpose of which shall be to delineate the height of the proposed wireless telecommunications facilities and support structures, prior to the public hearing on the application. The balloon test shall meet the following requirements:
    - A. The applicant shall arrange to fly, or raise upon a temporary mast, a minimum of a three-foot in diameter length brightly colored balloon at the maximum height of the proposed wireless telecommunications facilities and support structures. Said balloons shall be flown within 50 horizontal feet of the center of the proposed support structure.
    - B. The dates (including a second date, in case of poor visibility on the initial date), times and location of the balloon test shall be advertised no less than seven days in advance in the city's legal organ. The applicant shall notify the director no less than 14 days in advance of the balloon test.
    - C. The balloon shall be flown for no less than four consecutive hours sometime between 10:00 a.m. and 4:00 p.m. on the dates chosen. The primary date shall be on a weekend. In the case of poor weather or visibility on the selected date, the secondary date shall be scheduled for the following weekend at the same time. Pictures shall be taken of the balloon from approximately 200 feet away from a minimum of four views (north, south, east and west).



- k. Documentation from the FAA indicating the proposed wireless telecommunications facilities and support structure are in compliance with Subpart C of the Federal Aviation Regulations, Part 77, "Objects Affecting Navigable Airspace," if applicable.
- l. Documentation from the Peachtree City Airport Authority indicating their approval of the proposed wireless telecommunications facilities and support structure.
- m. Conditional use permit review application fee as adopted by city council in the schedule of fees and kept on file in the city clerk's office.

(2) Procedure.

- a. Within 30 calendar days of the receipt of an application for an administrative review, the director shall either: (1) inform the applicant in writing the specific reasons why the application is incomplete and does not meet the submittal requirements; or (2) deem the application complete and schedule a meeting with the applicant. If the director informs the applicant of an incomplete application within 30 days, the overall timeframe for review is suspended until such time the applicant provides the requested information.
- b. An applicant that receives notice of an incomplete application may submit additional documentation to complete the application. An applicant's failure to complete the application within 60 business-calendar days after receipt of written notice shall constitute a withdrawal without prejudice of the application. An application withdrawn without prejudice may be resubmitted upon the filing of a new application fee.
- c. A complete application for conditional use permit shall be scheduled for a Public Hearing in accordance with established procedures.
- d. Applications for new support structures with proposed wireless telecommunications facilities shall be considered as one application requiring a single application fee.
- e. The subject tract shall be posted and the adjoining property owners shall be notified in accordance with established procedures.
- f. The director shall issue a written decision granting or denying the conditional use permit application within 150 calendar days of the submission of the original application unless:
  - 1. The director notified the applicant that its application was incomplete within 30 days of filing. If so, the remaining time from the 150-day total review time is suspended until the applicant provides the missing information.
  - 2. Extension of time is agreed to by the applicant.

Failure to issue a written notice within 150 calendar days shall constitute an approval of the application.

(Ord. No. 1013, § 1, 10-21-2010)

Sec. 18-382. - General standards and design requirements.

(a) *Permitted zoning districts.*

- (1) Wireless Ttelecommunications facilities and support structures shall be permitted within the following zoning districts as a conditional use:
  - a. LI light industrial;
  - b. GI general industrial; and
  - c. OS-P open space - public.
- (2) Wireless Ttelecommunications facilities and support structures shall be permitted within the following zoning districts as a conditional use subject to additional conditions as described herein:
  - a. GC general commercial, and
  - b. OI office-institutional.

Said conditions shall include the following: The location of the support structure and the associated access easement shall be reviewed and approved by the city fire marshal to ensure emergency access will not be compromised following construction.
- (3) Wireless Ttelecommunications facilities and support structures may be considered to be either principal or accessory uses on a particular zoning lot. For purposes of locating a telecommunications facility or support structure on a particular lot, the dimensions of the entire lot shall control, even though the telecommunications facility or support structure may be located on a leased parcel within the overall lot.
- (4) Wireless Ttelecommunications facilities or support structures shall not be located on any zoning lot that is determined to be nonconforming, or on any zoning lot on which there exists a nonconforming use.

(b) *Design.*

- (1) Monopoles shall be subject to the following:
  - a. Monopoles shall be designed to accommodate no less than four telecommunications providers the collocation of other antennas whenever economically and technically feasible or aesthetically appropriate, as determined by the planning commission and city council.
  - b. The telecommunications facilities at the base of the monopole shall be of sufficient size to accommodate accessory equipment for no less than four telecommunications providers the collocation of the equipment of other providers of personal wireless services whenever economically and technically feasible or aesthetically appropriate, as determined by the planning commission and city council.
  - c. Unless a stealth wireless telecommunications facility or otherwise required by the FCC, the FAA, or the city, support structures shall have a galvanized silver or gray brown or black finish or as reasonably required by the city based upon the location and aesthetics.



(2) Lattice support structures shall be subject to the following:

- a. Lattice wireless telecommunications facility support structures shall be designed to accommodate no less than five telecommunications-providers of personal wireless services.
- b. The wireless telecommunications facilities at the base of the support structure must be of sufficient size to accommodate accessory equipment for no less than five telecommunications-providers of personal wireless services.
- c. Unless otherwise required by the FCC, the FAA, or the city, wireless telecommunications facility support structures other than stealth wireless telecommunications facilities shall have a galvanized silver or gray finish.

(3) Stealth wireless telecommunications facilities shall be designed to accommodate the collocation of other antennas whenever economically and technically feasible or aesthetically appropriate, as determined by the planning commission and city council.

(4) Wireless telecommunications facilities located on the roof or on the side of the building shall be grouped together and integrated to the maximum degree possible with the building design.

(5) Wireless telecommunications facilities shall be placed toward the center of the roof or thoroughly screened from residential building views and from public views.

(46) Upon request of the applicant, the planning commission may recommend to the city council that they consider waiving the requirement that new wireless telecommunications facility support structures accommodate the collocation of other service-providers of personal wireless services if it finds that collocation at the site is not essential to the public interest, or that the construction of a shorter wireless telecommunications facility support structure with fewer antennas will promote community compatibility.

(c) *Setback requirements.*

(1) The following setback requirements shall apply to all new wireless telecommunications facility support structures. For clarification, the most restrictive setback requirements shall be applicable:

- a. All wireless telecommunications facility support structures shall be set back from any property line abutting a residential use, school or place of worship, as measured from the base of the wireless telecommunications facility support structure to the boundary of such property, a minimum distance of 250 feet the height of the wireless telecommunications facility plus ten feet.
  1. On those tracts of land separated from a residential use, school or place of worship by a public street right-of-way, the setback shall be established by measuring from the boundary of the property such that there is no less than 250/100 feet separating the property from the base of the wireless telecommunications facility support structure.
  2. On those tracts of land separated from residential use, school or place of worship by a city-owned greenbelt or open space, the side and/or rear setback shall be established by measuring from the boundary of the property such that there is no less than 250/100



feet separating the property from the base of the wireless telecommunications facility support structure.

- b. The minimum ~~front yard~~ setback for all wireless telecommunications facility support structures located on property adjacent to an arterial highway shall be no less than 200 feet a distance equal to the height of the tower as measured from the right-of-way to the base of the support structure.
- c. The minimum ~~front yard~~ setback for all wireless telecommunications facility support structures located on property abutting all other public streets shall be no less than 100 feet a distance equal to the height of the tower as measured from the right-of-way to the base of the wireless telecommunications facility support structure.
- d. ~~The minimum side and rear setback for all support structures shall be no less than 50 percent of the height of the support structure as measured from the property boundary to the base of the support structure. The base of any support structure shall be located no less than 75 feet from the property boundary.~~
- ed. Unless otherwise stated herein, all accessory equipment shall be set back from the property lines in accordance with the minimum setback requirements within the underlying zoning district.
- e. All wireless telecommunications facilities, excluding alternative tower structures, shall be set back from any off-site residence a distance equal to three times the tower height or a minimum of 500 feet, whichever is greater.
- f. Any wireless telecommunications facility and anchors for guyed towers shall comply with the minimum required setbacks and/or buffers of the applicable zoning district.
- g. All wireless telecommunications facilities shall be set back from all adjacent municipalities and counties a minimum distance of 1,000 feet.
- h. Towers located on the same lot as a private school or day care center shall be set back a distance equal to the height of the tower from all facilities, excluding parking areas. This provision shall not apply to an alternative tower structure which is allowed in conjunction with a private school conditional use.
- i. All wireless telecommunications facilities, excluding stealth telecommunications facilities, shall be structurally designed to accommodate the following minimum numbers of personal wireless services providers based on height of the tower:
  1. Up to 70 feet: personal wireless services provider;
  2. Greater than 70 up to 120 feet: two personal wireless services providers;
  3. Greater than 120 feet up to 150 feet; three personal wireless services providers;
  4. Greater than 150 feet up to 180 feet: four personal wireless services providers;

and

5. Greater than 180 feet up to 250 feet: five personal wireless services providers.

- (2) ~~Attached WTF.~~ Antenna arrays for ~~an attached WTF~~ wireless telecommunications facilities must comply with ~~are exempt from~~ the setback requirements identified herein and ~~from the setbacks of the zone in which they are located.~~ An attached antenna array may extend up to eight feet horizontally beyond the edge of the attachment structure so long as the antenna array does not encroach upon an adjoining parcel.
- (d) Height and dimensions.
  - (1) New wireless telecommunications facility support structures in all districts shall not exceed a height of 180 feet as measured from ground level to the highest point on the wireless telecommunications facility support structure, even if the highest point is an antenna.
  - (2) An attached wireless telecommunications facility ~~WTF~~ shall be limited in height to no more than ten feet from the top of the attachment structure.
  - (3) The maximum height of roof mounted wireless telecommunications facilities and equipment shall not exceed 15 feet above the top of the roof on which the wireless telecommunications facility is located.
- (e) Aesthetics.
  - (1) Lighting and marking. ~~Wireless T~~telecommunications facilities and support structures shall not be lighted or marked unless required by the FCC or the FAA. Support structures required to be lit by the FCC or FAA shall not be located within 200 feet of a residentially zoned tract of land.
  - (2) Signage. A sign no larger than four square feet shall be located on the wireless telecommunications facilities and shall identify the ownership and emergency contact information, FCC antenna registration number (if required) and any other information as required by government regulation. Commercial advertising is strictly prohibited.
  - (3) Landscaping. In all districts, the director shall have the authority to impose reasonable landscaping requirements surrounding the accessory equipment. Required landscaping shall be consistent with surrounding vegetation and shall be maintained by the facility owner in perpetuity.
  - (4) Accessory equipment. Buildings, cabinets or shelters shall be used only to house equipment and other supplies in support of the operation of the wireless telecommunications facilities and support structures. Any equipment not used in direct support of such operation shall not be stored on the site.
  - (5) Security fencing. Accessory equipment at the base of the support structure shall be enclosed with a black vinyl-coated chain link fence at no less than eight feet in height. Portions of the wireless telecommunications facilities visible from off-site shall be screened with a stockade-type wood fence at no less than six feet in height with brick columns (two feet x two feet x seven feet tall) spaced at no less than 16 feet o.c.



- (6) *Anti-climbing devices.* Support structures shall be equipped with an anti-climbing device to prevent unauthorized access. Any form of razor wire shall not be permitted as an anti-climbing device.
- (7) *Access drive.* All access roads shall be constructed of gravel and/or dustless and durable Portland cement or asphaltic concrete complying with specifications established by the city. Said drive shall be maintained in a usable condition.
- (8) *Antenna dimensions.* A wireless telecommunications facility antenna mounted on a wall of an existing building shall be mounted in such a configuration as to be flush to the wall as technically possible.
- (9) *Color.* The wireless telecommunications facility antenna shall be constructed, painted, or fully screened to match as closely as possible the color and texture of the building and wall on which it is mounted.
- (10) *Equipment and Cabinets.* Any accessory equipment shelter must blend in with the surrounding buildings in architectural character and color.

(f) DAS facilities standards.

(1) Height.

- a. Whenever DAS facilities are attached to an existing structure other than a base station as defined herein, the highest portion of an antenna comprising the DAS facility shall extend no more than 15 feet above the highest point of the existing structure.
- b. Any structure supporting a DAS facility may be no taller than the maximum building height as specified in the zoning district in which the structure is located. The highest portion of an antenna comprising the DAS facility shall extend no more than 15 feet above the highest point of the new structure.

(2) Setbacks.

- a. DAS facilities shall be set back a minimum of 40 feet from any dwelling unit existing at the time that an application for a DAS facility is submitted to the city for review.
- b. No DAS facility shall be located within 250 feet of any other DAS facility.

(3) DAS facility antenna dimensions. No DAS facility antenna or antenna mounting hardware shall project out more than 12 inches from the surface of the structure to which it is attached.

- (fg) *Compliance with government regulations.* All wireless telecommunications facilities and support structures must comply with current standards or regulations of the FAA, the FCC, or any other agency of the federal government with the authority to regulate such wireless telecommunications facilities and wireless telecommunications support structures. If such standards and regulations are changed, the owners of the wireless telecommunications facilities and support structures governed by this article



shall bring such wireless telecommunications facilities and support structures into compliance with such revised standards and regulations within six months of the effective date of such standards and regulations unless a more stringent compliance schedule is mandated by the controlling federal agency. Failure to bring wireless telecommunications facilities and support structures into compliance with such revised standards and regulations shall constitute grounds for the removal of the wireless telecommunications facilities and support structures at the owner's expense and shall result in appropriate action by the code enforcement officer.

- (gh) *Compliance with building code.* All wireless telecommunications facilities and support structures must comply with all current building and electrical codes which have been adopted by the city, as well as the applicable standards of the Electronic Industries Association, as amended. If upon inspection the city concludes that a wireless telecommunications support structure fails to comply with such codes and standards and constitutes a danger to persons or property, upon notice being provided to the owner of the wireless telecommunications support structure, the owner shall have 30 days to bring such wireless telecommunications support structure into compliance with such standards. If the owner fails to bring such wireless telecommunications support structure into compliance with such standards, appropriate action will be taken by the code enforcement officer.

(Ord. No. 1013, § 1, 10-21-2010)

Sec. 18-383. - Miscellaneous provisions.

- (a) *Safety.* All ground-mounted accessory equipment and wireless telecommunications facility support structures shall be secured and enclosed with a privacy fence as specified herein.
- (b) *Environmental standards.*
- (1) Wireless Ttelecommunications facilities and support structures shall not be located within wetlands or wetland buffers, whether federal or state designated.
  - (2) Wireless Ttelecommunications facilities and support structures shall not generate noise in excess of 60db at ground level at the property line.
- (c) *Abandonment and removal.*
- (1) *Notification.* Each wireless-provider of personal wireless services shall notify the director of their operational and non-operational wireless telecommunications facilities by December 31st of each year. The director shall maintain and update a list of these wireless telecommunications facilities for geographical information systems (GIS) purposes, and for use in collocation/site-sharing, and for taking necessary actions for the removal of abandoned facilities as established below.
  - (2) *Removal of abandoned facilities.* Any wireless telecommunications facility antenna and/or tower that is not operated for a period of six months shall be considered abandoned, and the owner of such wireless telecommunications facility antenna and/or tower shall remove same within 30 days of receipt of notice from the governing authority notifying the owner of such abandonment. If there are two or more users of a single tower wireless telecommunications facility, then this provision

shall not become effective until all users cease using the ~~tower~~ wireless telecommunications facility as identified herein.

- (3) *Bond required.* Prior to issuance of a certificate of completion, the ~~wireless service~~ provider of personal wireless services and/or the support structure owner shall provide a performance bond in the form of a letter of credit drawn on a Georgia bank with an amount of \$20,000.00. Said bond shall be submitted to the director prior to issuance of the certificate of completion and shall be renewable at periods not to exceed five years. The length of the bond shall be used for the removal of such structure for the lesser of the length of the lease (if applicable), including extensions, or, 20 years. Said bond shall include a requirement that notice be given to the city in the event that the bond is terminated, non-renewed, or otherwise cancelled, such notice to be given not less than 60 days prior to the effective date of such termination, non-renewal, or cancellation.
- (d) *Multiple uses on a single parcel or lot.* ~~Wireless T~~telecommunications facilities and support structures may be located on a parcel containing another principal use on the same site.
- (e) *Support structure certifications.*
  - (1) An annual wireless telecommunications facility support structure certification shall be required for any support structure or antenna in the city, including those legally in use on the effective date of this article. Certification shall be submitted to the director and shall be signed and notarized by the wireless telecommunications facility support structure owner or his authorized representative by January 31 each year.
  - (2) A wireless telecommunications facility support structure certification shall consist of a current description of the wireless telecommunications facility support structure's location, height, physical condition, antennas and support facilities.

(Ord. No. 1013, § 1, 10-21-2010)

Sec. 18-384. - ~~Wireless T~~telecommunications facilities and support structures in existence on the date of adoption of this article.

- (a) ~~Wireless T~~telecommunications facilities and support structures that were legally permitted on or before the date this article was enacted shall be considered a permitted and lawful use.
- (b) Non-conforming wireless telecommunications facilities.
  - (1) Non-conforming antennas or accessory equipment. Ordinary maintenance may be performed on non-conforming antennas and accessory equipment.
  - (2) Minor modifications to non-conforming wireless telecommunications facilities may be permitted upon the granting of administrative approval by the director.
  - (3) Major modifications to non-conforming wireless telecommunications facilities shall require approval of both the planning commission and city council.

- (c) Non-conforming wireless telecommunications facility support structures.
  - (1) Non-conforming wireless telecommunications facility support structure. Ordinary maintenance may be performed on a non-conforming wireless telecommunications facility support structure.
  - (2) Collocation of wireless telecommunications facilities on an existing non-conforming wireless telecommunications facility support structure is permitted upon the granting of administrative approval by the director.
  - (3) Minor modifications may be made to non-conforming wireless telecommunications facility support structures to allow for collocation of wireless telecommunications facilities. Such minor modifications shall be permitted by administrative approval granted by the director.
  - (4) Major modifications to non-conforming support wireless telecommunications facility structures shall require approval of both the planning commission and city council.

(Ord. No. 1013, § 1, 10-21-2010)

Sec. 18-385. - Variances.

All wireless telecommunications facilities and support structures shall comply with the provisions of this chapterarticle, unless a written request is filed and approved to waive this requirement. All variance procedures shall be held in strict conformance with the procedures for variances as set forth in the city's zoning ordinance.

(Ord. No. 1013, § 1, 10-21-2010)



Ordinance Number \_\_\_\_\_

**AN ORDINANCE TO AMEND CHAPTER 18, ARTICLE XV OF THE CODE OF ORDINANCES OF THE CITY OF PEACHTREE CITY, GEORGIA, TO AMEND AND UPDATE CERTAIN PROVISIONS OF THE TELECOMMUNICATIONS FACILITIES ORDINANCE; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY, TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEACHTREE CITY, and it is hereby ordained by authority of the same, that:

**Section 1.** Chapter 18, Article XV of the Code of Ordinances of the City of Peachtree City, Georgia, be amended to read as follows:

Sec. 18-376. - Purpose.

The purpose of this article is to ensure that residents and businesses in the City of Peachtree City (city) have access to wireless telecommunications networks and state-of-the-art communications services while also ensuring that this objective is achieved in a fashion that considers public safety, preserves the aesthetic character of the community, and is accomplished according to city zoning, planning, and design standards.

The standards contained in this article are intended to comply with the Telecommunications Act of 1996 as amended, as well as Section 6409 of the "Middle Class Tax Relief and Job Creation Act" (Spectrum Act) of 2012. The Telecommunications Act of 1996 preserved, with certain limitations, local government land use and zoning authority concerning the placement, construction, and modification of wireless telecommunications facilities. The city recognizes that facilitating the development of wireless service technology can be an economic development asset to the city and a significant benefit to its residents. The provisions of this article are not intended and shall not be interpreted to have the effect of prohibiting personal wireless services. This article shall not be applied in such a manner as to unreasonably discriminate between providers of functionally equivalent personal wireless services. In reviewing any application to provide personal wireless service or to install personal wireless service facilities, the City shall act within the time periods described by this article while taking into account the nature and scope of the application and the required notice and review process where applicable. Any decision to deny an application shall be in writing, supported by substantial evidence contained in a written record.

To accomplish the above-stated objectives and to ensure that the placement, construction or modification of wireless telecommunications facilities complies with all applicable federal laws, and is consistent with the city's land use and zoning policies,

the city is adopting comprehensive regulations pertaining to wireless telecommunications facilities.

These regulations are designed to meet the following:

- (1) Promote the health, safety and general welfare of the public by regulating the siting of and establishing development standards for wireless telecommunications facilities and related equipment;
- (2) Encourage the location of wireless telecommunications facilities within non-residential areas while protecting residential areas and land uses from potential adverse impacts of towers;
- (3) Encourage collocation and site sharing of new and existing wireless telecommunications facilities;
- (4) Facilitate the use of public property for wireless telecommunications facilities;
- (5) Locate wireless telecommunications facilities in areas where adverse impacts on the community are minimized;
- (6) Encourage design and construction of wireless telecommunications facilities to harmonize the visual impact of the wireless telecommunications facilities with the existing natural and/or built environment;
- (7) Enhance the ability of the providers of personal wireless services to provide such services to the community quickly, effectively, and efficiently;
- (8) Avoid potential damage to adjacent properties from tower failure with engineering and careful siting of tower structures;
- (9) Enhance and provide emergency respondent capabilities;
- (10) To establish procedural requirements and substantive criteria applicable to review and approval or denial of applications for a proposed modification to wireless telecommunications facilities;
- (11) To ensure that application submittal requirements are related to information reasonably necessary to determine if the proposed modification will result in a substantial change in the physical dimensions of the wireless telecommunications facility support structure;
- (12) To preserve the city's right to continue to enforce and condition approvals in this article in compliance with generally applicable building, structural, electrical, and safety codes and with other laws codifying objective standards reasonably related to health and safety;
- (13) To promote timely decisions under this article; and
- (14) To ensure that decisions are made consistently and predictably.

(Ord. No. 1013, § 1, 10-21-2010)



Sec. 18-377. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Accessory equipment* means any equipment serving or being used in conjunction with a wireless telecommunications facility or support structure. This equipment includes, but is not limited to, utility or transmission equipment, power supplies, generators, batteries, cables, equipment buildings, cabinets and storage sheds, shelters or other structures.

*Administrative approval* means approval that the director or his designee is authorized to grant after administrative review.

*Administrative review* means the non-discretionary evaluation of an application by the director or his designee as identified herein. This process is not subject to a public hearing.

*Antenna* means all on-site equipment and any structure or device used to collect or radiate electromagnetic waves for the provision of any licensed or authorized personal wireless service including but not limited to directional antennas, such as panels, microwave dishes and satellite dishes, omni-directional antennas such as whips, antenna used in small cell, microcell and distributed antenna systems, transceivers, cables, wiring, converters, power supplies, equipment cabinets and shelters, and other comparable equipment.

*Antenna support structure* means any pole, telescoping mast, tower, tripod, or other structure which supports a device used in the transmitting or receiving of radio frequency signals.

*Atlanta Regional Airport - Falcon Field* means the airport owned and operated by the Peachtree City Airport Authority.

*Attached wireless telecommunications facility (attached WTF)* means an antenna that is attached to an existing building or structure (attachment structure); said structures shall include but not be limited to utility poles, light poles, buildings, etc. with any accompanying pole or device (attachment device) which attaches the antenna to the existing building or structure and associated connection cables, and any equipment facility which may be located either inside or outside of the attachment structure.

*Backhaul network* means the lines that connect a towers or cell sites utilized by a provider of personal wireless services to one or more cellular telephone switching office, the long distance provider, or the public switched telephone network.

*Base station* shall mean and refer to the structure or equipment at a fixed location that enables wireless communications licensed or authorized by the FCC, between user equipment and a communications network. The term does not encompass a tower as defined in this article or any equipment associated with a tower.

*Building official* means the building official of the city.



*Carrier on wheels or cell on wheels ("COW")* means a portable self-contained cell site that can be moved to a location and set up to provide personal wireless services on a temporary or emergency basis. A COW is normally vehicle-mounted and contains a telescoping boom as the antenna support structure.

*Cell site or site* means a tract or parcel of land that contains personal wireless service facilities including any antenna, support structure, accessory building, and parking, and may include other uses associated with an ancillary to personal wireless services.

*Collocation* means the act of siting, mounting, or installing wireless telecommunications facilities in the same location on the same support structure as other wireless telecommunications facilities.

*Distributed Antenna Systems, microcell facility, and small cell facility* (collectively "DAS facility" or "DAS facilities") means a wireless telecommunications facility characterized by small antennas and equipment cabinets located on a small diameter monopole, an existing or replacement street light, power pole, sign or other suitable structure, or on an existing building. A DAS facility is designed to blend in with the existing physical environment and minimize visual impacts.

*Existing structure* means a previously erected support structure or any other structure to which wireless telecommunications facilities can be attached.

*FAA* means the Federal Aviation Administration.

*FCC* means the Federal Communications Commission.

*Geographic search area (GSA)* means an area of land, as defined by the applicant, being studied for the location of wireless telecommunications facilities.

*Height* means, when referring to a wireless telecommunications facility support structure, the vertical distance measured from the base of the antenna of the wireless telecommunications facility support structure at grade to the highest point of the structure even if said highest point is an antenna. Measurement of tower height shall include antenna, base pad, and other appurtenances and shall be measured from the finished grade of the parcel. If the support structure is on a sloped grade, then the average between the highest and lowest grades shall be used in calculating the antenna height.

*Director* means the Planning and Development Director of the city.

*Major modification* means improvements to existing wireless telecommunications facilities or support structures that result in a substantial change to the facility or structure. Examples of major modifications include, but are not limited to, modifications that increase the height of the support structure or expand the physical size of the structures. Collocation of new wireless telecommunications facilities on an existing support structure without replacement of the structure shall not constitute a major modification.

*Minor modification* means improvements to existing wireless telecommunications facilities and support structures that result in some material change to the facility or support structure but of a level, quality or intensity that is less than a major modification.

Examples of minor modifications include, but are not limited to, repair and/or replacement of existing antennas, switching stations or electrical components.

*Monopole* means a single, freestanding pole-type wireless telecommunications facility structure supporting one or more antenna.

*Mount* means the structure or surface upon which wireless telecommunications facilities are mounted. There are three types of mounts:

1. Building Mount. A wireless telecommunications facility mount fixed to the roof or side of a building.
2. Ground Mount. A wireless telecommunications facility mount fixed to the ground, such as a tower.
3. Structure Mount. A wireless telecommunications facility fixed to a structure other than a building, such as light standards, utility poles, water towers and bridges.

*Municipal code officer* means the code enforcement officer of the city.

*Ordinary maintenance* means ensuring that wireless telecommunications facilities and support structures are kept in good operating condition. Ordinary maintenance includes inspections, testing and modifications that maintain functional capacity, aesthetic and structural integrity; for example, the strengthening of a support structure's foundation or of the support structure itself. Ordinary maintenance includes replacing antennas and accessory equipment on a like-for-like basis within an existing wireless telecommunications facility and relocating the antennas of approved wireless telecommunications facilities to different height levels on an existing monopole or support structure upon which they are currently located without changing the overall height of the support structure. Ordinary maintenance does not include major and minor modifications.

*Personal wireless service* shall be defined in the same manner as in Title 47, United States Code, Section 332(c)(7) (C), and the FCC as may be amended now or in the future, and includes the transmission and reception of spectrum-based services including but not limited to radio or microwave signals used for communication, cellular phone, personal communications, commercial mobile services, enhanced specialized mobile radio, and any other wireless services licensed by the FCC and unlicensed wireless services and facilities which provide subscribers with the ability to access or receive calls from the public switched telephone network. Personal wireless services also include unlicensed wireless services, which are services that are not licensed by the FCC, but are deployed through equipment that is authorized by the FCC. Personal wireless services include common carrier wireless exchange access services, which are offerings designed as competitive alternatives to traditional wireless local exchange providers.

*Personal wireless service facilities* shall be defined in the same manner as in Title 47, United States Code, Section 332(c)(7) (C), and the FCC as may be amended now or in the future, and includes transmitters, antenna structures and other types installations and facilities for the provisioning of personal wireless services.



*Pre-existing support structures and antennas* means any wireless telecommunications facility support structure or antenna for which a permit has been properly issued prior to the adoption of this article.

*Replacement* means constructing a new wireless telecommunications facility support structure of proportions and of equal height or such other height as would be allowed under the definition of minor modification to a pre-existing support structure in order to support a wireless telecommunications facility or to accommodate collocation and removing the pre-existing support structure.

*Site* shall mean and refer to the current boundaries of the leased or owned property surrounding the location of wireless telecommunications facilities and any access or utility easements currently related to the site, and, for other eligible support structures, shall mean and be further restricted to that area in proximity to the structure and to other transmission equipment already deployed on the ground.

*Stealth wireless telecommunications facility* means any wireless telecommunications facility that is integrated as an architectural feature of an existing structure or any new support structure designed so that the purpose of the wireless telecommunications facility or support structure providing personal wireless services is not readily apparent to a casual observer.

*Support structure(s)* means any wireless telecommunications facility structure that is designed and constructed primarily for the purpose of supporting one or more antennas, including self-supporting lattice towers, guy towers or monopole towers. The term includes radio or transmission towers, microwave towers, common carrier towers, cellular phone towers, alternative structure towers and the like.

*Transmission equipment* shall mean and refer to equipment that facilitates transmission for any personal wireless services including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cables, regular and backup power supplies, and equipment associated with personal wireless services including, but not limited to unlicensed and licensed or authorized by the FCC, private, broadcast, and public safety services, as well as fixed wireless services such as wireless backhaul.

*Utility pole* means a utility pole or a utility pole in an identical or nearly identical location as an existing utility pole and which serves to replace an existing utility pole.

*Wireless telecommunications facility* means and refers to any wireless telecommunications facility structure utilized for the purposes of supporting any antennas and their associated facilities including structures that are constructed for personal wireless services including, but not limited to services licensed or authorized by the FCC, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as wireless backhaul, and the associated site. A wireless telecommunications facility can consist of one or more antennas and accessory equipment or one base station and includes DAS facilities.

(Ord. No. 1013, § 1, 10-21-2010)



Sec. 18-378. - Applicability.

- (a) All wireless telecommunications facilities or support structures erected within the city shall comply with the requirements of this article; except that this article shall not govern any wireless telecommunications facility or support structure that is owned and operated by a federally licensed amateur radio or citizen band radio operator, or any antenna that is used exclusively for receive-only purposes.
- (b) Prior to the submission of an application to install or construct a wireless telecommunications facility or support structures within the city, applicants must first be in full compliance with city Code Section 707.2 and secured any permits required under this section and be in compliance with all other applicable city ordinances and the requirements of this article.
- (c) Pre-existing wireless telecommunications facility support structures and antennas shall not be required to meet the requirements of this article, except as identified herein.

(Ord. No. 1013, § 1, 10-21-2010)

Sec. 18-379. - Approvals required for wireless telecommunications facilities and support structures.

- (a) *Administrative review.* Wireless telecommunications facilities located on an existing support structure used for the provisioning of personal wireless services at the time an application is submitted shall be permitted after administrative review and administrative approval in accordance with the standards set forth in this article.
- (b) *Conditional use permit.* Wireless telecommunications facilities and support structures not permitted by administrative approval shall be reviewed as a conditional use in those zoning districts set forth in this article in accordance with the standards set forth in this article.
- (c) *Exempt.* Ordinary maintenance of existing wireless telecommunications facilities and support structures, as defined herein, shall be exempt from zoning requirements but shall comply with all building department requirements.

The following facilities are not subject to the provisions of this article:

- (1) Antennas used by residential households solely for broadcast radio and television reception;
- (2) Satellite antennas used solely for residential or household purposes;
- (3) COWs placed for a period of not more than 120 days at any location within the city after a declaration of an emergency or a disaster by the governor or by the responsible official of the city; and
- (4) Television and AM/FM radio broadcast towers and associated facilities.

(Ord. No. 1013, § 1, 10-21-2010)

Sec. 18-380. - Wireless telecommunications facilities and support structures permitted by administrative approval.

(a) *Wireless telecommunications facilities located on existing structures.*

- (1) Minor modifications and ordinary maintenance of antennas and accessory equipment on any existing wireless telecommunication facility structure are subject to administrative review in accordance with the provisions of this article.
- (2) Antennas and accessory equipment shall not penetrate the protected airspace associated with Atlanta Regional Airport - Falcon Field.

(b) *Administrative review of certain DAS facilities* – The following DAS facilities applications shall be reviewed administratively by the director:

- (1) DAS facilities located on existing structures in any zoning district;
- (2) DAS facilities located on a new structure constructed for a use other than the provisioning of personal wireless services in any nonresidential zoning district;
- (3) DAS facilities mounted on buildings;
- (4) Modifications to a wireless facility support structure which involves the co-location, the new installation, the removal, or the replacement of wireless telecommunications facility transmission equipment provided the modification does not substantially change the physical dimensions of an eligible support structure.

(c) *General standards, design requirements, and miscellaneous provisions.* Unless otherwise specified herein, all wireless telecommunications facilities and support structures permitted by administrative approval are subject to the applicable general standards and design requirements identified herein.

(d) *Administrative review process.*

(1) All administrative review applications must contain the following:

- a. Administrative review application form signed by applicant.
- b. Copy of lease or letter of authorization from property owner evidencing applicant's authority to pursue application.
- c. Construction drawings detailing proposed improvements. Drawings must depict improvements related to the requirements listed in this article, including property boundaries, setbacks, topography, elevation sketch, and dimensions of improvements.
- d. A plat of the property identifying exact boundaries of the lease area for the new telecommunications facility and support structure, as well as the location of the access easement.
- e. Administrative review application fee as adopted by city council in the schedule of fees and kept on file in the city clerk's office.

(2) Procedure.



- a. Within 90 calendar days of the date an application for modification or collocation of wireless facilities is filed with the city, unless another date is specified in a written agreement between the city and the applicant, the city shall: (1) make its final decision to approve or disapprove the application; and (2) advise the applicant in writing of its final decision. Within 30 calendar days of the receipt of an application for administrative review, the director shall either: (1) inform the applicant in writing the specific reasons why the application is incomplete and does not meet the submittal requirements; or (2) schedule an administrative review meeting with the applicant within 30 days of the receipt of a complete application. This meeting is not a public hearing. If the director informs the applicant of an incomplete application within 30 days, the overall timeframe for review is suspended until such time the applicant provides the requested information.
- b. An applicant that receives notice of an incomplete application may submit additional documentation to complete the application. An applicant's failure to complete the application within 60 calendar days after receipt of written notice shall constitute a withdrawal without prejudice of the application. An application withdrawn without prejudice may be resubmitted upon the filing of a new application fee.
- c. The director must issue a written decision granting or denying the request within 90 days of the submission of the initial application unless:
  1. The director notified the applicant that the application was incomplete within 30 days of filing. If so, the remaining time from the 90-day total review time is suspended until the applicant provides the missing information; or
  2. Extension of time is agreed to by the applicant.
- d. Should the director deny the application, the director shall provide written justification for the denial. The denial must be based on substantial evidence of inconsistencies between the application and this article.
- e. Applicant may appeal any decision of the director approving, approving with conditions, or denying an application or deeming an application incomplete within 30 days to the city council in accordance with city ordinances.

(Ord. No. 1013, § 1, 10-21-2010)

Sec. 18-381. - Wireless telecommunications facilities and support structures permitted by conditional use permit.

- (a) Any wireless telecommunications facilities or support structures not meeting the requirements of administrative approval shall be reviewed and subject to approval by both the planning commission and city council as a conditional use within specific zoning districts, subject to the requirements of this article.
- (b) General standards, design requirements, and miscellaneous provisions.



- (1) Unless otherwise specified, all wireless telecommunications facilities and support structures permitted by conditional use permit are subject to the applicable general standards and design requirements identified herein.
  - (2) Siting of new wireless telecommunications facilities and support structures shall be in accordance with the following hierarchy of facility alternatives, ranked from highest to lowest preference as follows:
    - a. Collocation on existing structure.
    - b. Concealed freestanding (stealth application).
    - c. Non-concealed freestanding monopole.
    - d. Non-concealed freestanding lattice structure.
- (c) Conditional use permit review process.
- (1) All conditional use permit applications must contain the following:
    - a. Conditional use permit application form signed by applicant.
    - b. Copy of lease or letter of authorization from property owner evidencing applicant's authority to pursue application.
    - c. A title report or American Land Title Association (A.L.T.A.) survey showing all easements on the subject tract, together with a full legal description of the property.
    - d. Construction drawings detailing proposed improvements. Drawings must depict improvements related to the requirements listed in this article, including property boundaries, setbacks, topography, elevation sketch, and dimensions of improvements.
    - e. A plat of the property identifying exact boundaries of the lease area for the new wireless telecommunications facility and support structure, as well as the location of the access easement.
    - f. A vicinity map delineating the location and classification of all major public or private streets and rights-of-way, driveways, public parking areas and multi-use paths within 1,000 LF of the proposed wireless telecommunications facilities and support structure location. Said vicinity map shall also include zoning districts boundaries.
    - g. A list of all property owners, to include the name and mailing address of all owners of property abutting the property where the new wireless telecommunications facility will be located as well as all owners of property located within 200 feet of the property where the new wireless telecommunications facility will be located. Property ownership shall be ownership as shown by the Fayette County Tax Digest for the year in which the application is considered, and the city officials have no duty to inquire into ownership beyond that shown on said tax digest. As used in this section, the phrase "owners of adjacent property" means any owner of property that physically touches the property under consideration.

- h. Two sets of mailing labels for such property owners shall be provided, along with a notarized letter of certification stating the ownership list referenced herein is accurate and to the best of the applicant's ability.
- i. An evidence of need report certified by a radio frequency engineer demonstrating the need for the new wireless telecommunications facilities and support structures at the proposed location. The following information shall be provided within the report:
  - 1. Identification of the efforts to comply with the wireless telecommunications facility and location hierarchy as identified herein. If a concealed freestanding or non-concealed freestanding structure is proposed, the applicant shall demonstrate that existing wireless telecommunications facilities, or the mitigation of existing wireless telecommunications facilities, within the applicant's geographic search area (GSA) cannot reasonably accommodate the applicant's need because:
    - A. There are no existing wireless telecommunications facility structures within the GSA that meet the applicant's engineering requirements and why.
    - B. The existing wireless telecommunications facilities and support structures within the GSA are not of sufficient height and cannot be increased in height to meet the applicant's engineering requirements.
    - C. The existing wireless telecommunications facilities and support structures within the GSA do not have sufficient structural strength and cannot be structurally improved to support the applicant's proposed wireless telecommunications and related equipment. Such information shall be certified by a professional engineer licensed to practice in the state.
    - D. There are other limiting factors that render existing wireless telecommunications facilities and support structures in the GSA unsuitable.
  - 2. For all wireless telecommunications facilities and support structures proposed within 500 LF of any residentially zoned parcel, a written report shall be provided which demonstrates the applicant's meaningful efforts to secure alternative sites in non-residential areas. The applicant shall provide:
    - A. A list of alternative sites that are potential alternatives to the proposed location.
    - B. A written explanation as to why the alternative sites considered were either unacceptable or infeasible due to technical or physical reasons.
    - C. Copies of written requests and responses for shared use, along with any letters of rejection stating the reasons for rejection.



3. Graphics to be provided shall include:
  - A. A map of the GSA to include the location of the proposed wireless telecommunications facilities and support structures and all existing wireless telecommunications facilities and support structures within the GSA. The exact location (in longitude and latitude, to degrees, minutes and seconds to the nearest tenth), including the height of the existing towers; and height, type and number of existing antennas on each support structure.
  - B. A map of the GSA and all existing alternative structures that are potential alternatives to the proposed wireless telecommunications facility and support structure.
  - C. A color plot demonstrating the existing coverage of all existing wireless telecommunications facilities and support structures owned and proposed by the applicant within the GSA.
  - D. Additional maps and calculations as may be deemed necessary by the director to prove the need for the new wireless telecommunications facilities and support structures.
4. Applications for new wireless telecommunications facilities and support structures shall be considered together as one application requiring only a single application fee.
5. All new support structures shall be designed such that more than one provider of personal wireless services can collocate on the new support structure in the future.
- j. A visual impact assessment demonstrating the visual impacts the proposed wireless telecommunications facilities and support structures might have on the adjoining properties. The following information shall be provided within the report:
  1. *Line-of-sight analysis.* The applicant shall provide a line-of-sight analysis, including elevation views of the proposed facility. The analysis shall include a description of natural and man-made features that affect the buffering of the potential visual impact of the structure.
  2. *Photo simulations.* The applicant shall provide photo simulated post-construction renderings of the completed proposed wireless telecommunications facilities and support structures, equipment compound, equipment cabinets, ancillary structures and landscaping. The simulations shall include a minimum of four views (north, south, east and west).  
  
The views shall incorporate before and after scenarios, a scaled color image of the proposed type of facility, an aerial map with the location of the selected views, and a description of the technical approach used to create the photo simulations.



3. *Balloon test.* The applicant shall conduct a balloon test, the purpose of which shall be to delineate the height of the proposed wireless telecommunications facilities and support structures, prior to the public hearing on the application. The balloon test shall meet the following requirements:
    - A. The applicant shall arrange to fly, or raise upon a temporary mast, a minimum of a three-foot in diameter length brightly colored balloon at the maximum height of the proposed wireless telecommunications facilities and support structures. Said balloons shall be flown within 50 horizontal feet of the center of the proposed support structure.
    - B. The dates (including a second date, in case of poor visibility on the initial date), times and location of the balloon test shall be advertised no less than seven days in advance in the city's legal organ. The applicant shall notify the director no less than 14 days in advance of the balloon test.
    - C. The balloon shall be flown for no less than four consecutive hours sometime between 10:00 a.m. and 4:00 p.m. on the dates chosen. The primary date shall be on a weekend. In the case of poor weather or visibility on the selected date, the secondary date shall be scheduled for the following weekend at the same time. Pictures shall be taken of the balloon from approximately 200 feet away from a minimum of four views (north, south, east and west).
  - k. Documentation from the FAA indicating the proposed wireless telecommunications facilities and support structure are in compliance with Subpart C of the Federal Aviation Regulations, Part 77, "Objects Affecting Navigable Airspace," if applicable.
  - l. Documentation from the Peachtree City Airport Authority indicating their approval of the proposed wireless telecommunications facilities and support structure.
  - m. Conditional use permit review application fee as adopted by city council in the schedule of fees and kept on file in the city clerk's office.
- (2) Procedure.
- a. Within 30 calendar days of the receipt of an application for an administrative review, the director shall either: (1) inform the applicant in writing the specific reasons why the application is incomplete and does not meet the submittal requirements; or (2) deem the application complete and schedule a meeting with the applicant. If the director informs the applicant of an incomplete application within 30 days, the overall timeframe for review is suspended until such time the applicant provides the requested information.
  - b. An applicant that receives notice of an incomplete application may submit additional documentation to complete the application. An applicant's failure to complete the application within 60 calendar days

after receipt of written notice shall constitute a withdrawal without prejudice of the application. An application withdrawn without prejudice may be resubmitted upon the filing of a new application fee.

- c. A complete application for conditional use permit shall be scheduled for a Public Hearing in accordance with established procedures.
- d. Applications for new support structures with proposed wireless telecommunications facilities shall be considered as one application requiring a single application fee.
- e. The subject tract shall be posted and the adjoining property owners shall be notified in accordance with established procedures.
- f. The director shall issue a written decision granting or denying the conditional use permit application within 150 calendar days of the submission of the original application unless:
  1. The director notified the applicant that its application was incomplete within 30 days of filing. If so, the remaining time from the 150-day total review time is suspended until the applicant provides the missing information.
  2. Extension of time is agreed to by the applicant.

Failure to issue a written notice within 150 calendar days shall constitute an approval of the application.

(Ord. No. 1013, § 1, 10-21-2010)

Sec. 18-382. - General standards and design requirements.

(a) *Permitted zoning districts.*

- (1) Wireless telecommunications facilities and support structures shall be permitted within the following zoning districts as a conditional use:
  - a. LI light industrial;
  - b. GI general industrial; and
  - c. OS-P open space - public.
- (2) Wireless telecommunications facilities and support structures shall be permitted within the following zoning districts as a conditional use subject to additional conditions as described herein:
  - a. GC general commercial, and
  - b. OI office-institutional.

Said conditions shall include the following: The location of the support structure and the associated access easement shall be reviewed and approved by the city fire marshal to ensure emergency access will not be compromised following construction.

- (3) Wireless telecommunications facilities and support structures may be considered to be either principal or accessory uses on a particular zoning lot.



For purposes of locating a telecommunications facility or support structure on a particular lot, the dimensions of the entire lot shall control, even though the telecommunications facility or support structure may be located on a leased parcel within the overall lot.

- (4) Wireless telecommunications facilities or support structures shall not be located on any zoning lot that is determined to be nonconforming, or on any zoning lot on which there exists a nonconforming use.

(b) *Design.*

- (1) Monopoles shall be subject to the following:

- a. Monopoles shall be designed to accommodate the collocation of other antennas whenever economically and technically feasible or aesthetically appropriate, as determined by the planning commission and city council.
- b. The telecommunications facilities at the base of the monopole shall be of sufficient size to accommodate accessory equipment for the collocation of the equipment of other providers of personal wireless services whenever economically and technically feasible or aesthetically appropriate, as determined by the planning commission and city council.
- c. Unless a stealth wireless telecommunications facility or otherwise required by the FCC, the FAA, or the city, support structures shall have a brown or black finish or as reasonably required by the city based upon the location and aesthetics.

- (2) Lattice support structures shall be subject to the following:

- a. Lattice wireless telecommunications facility support structures shall be designed to accommodate no less than five providers of personal wireless services.
- b. The wireless telecommunications facilities at the base of the support structure must be of sufficient size to accommodate accessory equipment for no less than five providers of personal wireless services.
- c. Unless otherwise required by the FCC, the FAA, or the city, wireless telecommunications facility support structures other than stealth wireless telecommunications facilities shall have a galvanized silver or gray finish.

- (3) Stealth wireless telecommunications facilities shall be designed to accommodate the collocation of other antennas whenever economically and technically feasible or aesthetically appropriate, as determined by the planning commission and city council.

- (4) Wireless telecommunications facilities located on the roof or on the side of the building shall be grouped together and integrated to the maximum degree possible with the building design.

- (5) Wireless telecommunications facilities shall be placed toward the center of the roof or thoroughly screened from residential building views and from public views.



- (6) Upon request of the applicant, the planning commission may recommend to the city council that they consider waiving the requirement that new wireless telecommunications facility support structures accommodate the collocation of other providers of personal wireless services if it finds that collocation at the site is not essential to the public interest, or that the construction of a shorter wireless telecommunications facility support structure with fewer antennas will promote community compatibility.

(c) *Setback requirements.*

- (1) The following setback requirements shall apply to all new wireless telecommunications facility support structures. For clarification, the most restrictive setback requirements shall be applicable:
  - a. All wireless telecommunications facility support structures shall be set back from any property line abutting a residential use, school or place of worship, as measured from the base of the wireless telecommunications facility support structure to the boundary of such property, a minimum distance of the height of the wireless telecommunications facility plus ten feet.
    1. On those tracts of land separated from a residential use, school or place of worship by a public street right-of-way, the setback shall be established by measuring from the boundary of the property such that there is no less than 100 feet separating the property from the base of the wireless telecommunications facility support structure.
    2. On those tracts of land separated from residential use, school or place of worship by a city-owned greenbelt or open space, the side and/or rear setback shall be established by measuring from the boundary of the property such that there is no less than 100 feet separating the property from the base of the wireless telecommunications facility support structure.
  - b. The minimum setback for all wireless telecommunications facility support structures located on property adjacent to an arterial highway shall be no less than a distance equal to the height of the tower as measured from the right-of-way to the base of the support structure.
  - c. The minimum setback for all wireless telecommunications facility support structures located on property abutting all other public streets shall be no less than a distance equal to the height of the tower as measured from the right-of-way to the base of the wireless telecommunications facility support structure.
  - d. Unless otherwise stated herein, all accessory equipment shall be set back from the property lines in accordance with the minimum setback requirements within the underlying zoning district.
  - e. All wireless telecommunications facilities, excluding alternative tower structures, shall be set back from any off-site residence a distance equal to three times the tower height or a minimum of 500 feet, whichever is greater.

- f. Any wireless telecommunications facility and anchors for guyed towers shall comply with the minimum required setbacks and/or buffers of the applicable zoning district.
- g. All wireless telecommunications facilities shall be set back from all adjacent municipalities and counties a minimum distance of 1,000 feet.
- h. Towers located on the same lot as a private school or day care center shall be set back a distance equal to the height of the tower from all facilities, excluding parking areas. This provision shall not apply to an alternative tower structure which is allowed in conjunction with a private school conditional use.
- i. All wireless telecommunications facilities, excluding stealth telecommunications facilities, shall be structurally designed to accommodate the following minimum numbers of personal wireless services providers based on height of the tower:
  - 1. Up to 70 feet: personal wireless services provider;
  - 2. Greater than 70 up to 120 feet: two personal wireless services providers;
  - 3. Greater than 120 feet up to 150 feet; three personal wireless services providers;
  - 4. Greater than 150 feet up to 180 feet: four personal wireless services providers; and
  - 5. Greater than 180 feet up to 250 feet: five personal wireless services providers.

- (2) Antenna arrays for attached wireless telecommunications facilities must comply with the setback requirements identified herein and the setbacks of the zone in which they are located.

(d) *Height and dimensions.*

- (1) New wireless telecommunications facility support structures in all districts shall not exceed a height of 180 feet as measured from ground level to the highest point on the wireless telecommunications facility support structure, even if the highest point is an antenna.
- (2) An attached wireless telecommunications facility shall be limited in height to no more than ten feet from the top of the attachment structure.
- (3) The maximum height of roof mounted wireless telecommunications facilities and equipment shall not exceed 15 feet above the top of the roof on which the wireless telecommunications facility is located.

- (e) *Aesthetics.*
  - (1) *Lighting and marking.* Wireless telecommunications facilities and support structures shall not be lighted or marked unless required by the FCC or the FAA. Support structures required to be lit by the FCC or FAA shall not be located within 200 feet of a residentially zoned tract of land.



- (2) *Signage.* A sign no larger than four square feet shall be located on the wireless telecommunications facilities and shall identify the ownership and emergency contact information, FCC antenna registration number (if required) and any other information as required by government regulation. Commercial advertising is strictly prohibited.
  - (3) *Landscaping.* In all districts, the director shall have the authority to impose reasonable landscaping requirements surrounding the accessory equipment. Required landscaping shall be consistent with surrounding vegetation and shall be maintained by the facility owner in perpetuity.
  - (4) *Accessory equipment.* Buildings, cabinets or shelters shall be used only to house equipment and other supplies in support of the operation of the wireless telecommunications facilities and support structures. Any equipment not used in direct support of such operation shall not be stored on the site.
  - (5) *Security fencing.* Accessory equipment at the base of the support structure shall be enclosed with a black vinyl-coated chain link fence at no less than eight feet in height. Portions of the wireless telecommunications facilities visible from off-site shall be screened with a stockade-type wood fence at no less than six feet in height with brick columns (two feet × two feet × seven feet tall) spaced at no less than 16 feet o.c.
  - (6) *Anti-climbing devices.* Support structures shall be equipped with an anti-climbing device to prevent unauthorized access. Any form of razor wire shall not be permitted as an anti-climbing device.
  - (7) *Access drive.* All access roads shall be constructed of gravel and/or dustless and durable Portland cement or asphaltic concrete complying with specifications established by the city. Said drive shall be maintained in a usable condition.
  - (8) *Antenna dimensions.* A wireless telecommunications facility antenna mounted on a wall of an existing building shall be mounted in such a configuration as to be flush to the wall as technically possible.
  - (9) *Color.* The wireless telecommunications facility antenna shall be constructed, painted, or fully screened to match as closely as possible the color and texture of the building and wall on which it is mounted.
  - (10) *Equipment and Cabinets.* Any accessory equipment shelter must blend in with the surrounding buildings in architectural character and color.
- (f) *DAS facilities standards.*
- (1) *Height.*
    - a. Whenever DAS facilities are attached to an existing structure other than a base station as defined herein, the highest portion of an antenna comprising the DAS facility shall extend no more than 15 feet above the highest point of the existing structure.
    - b. Any structure supporting a DAS facility may be no taller than the maximum building height as specified in the zoning district in which the



structure is located. The highest portion of an antenna comprising the DAS facility shall extend no more than 15 feet above the highest point of the new structure.

(2) *Setbacks.*

a. DAS facilities shall be set back a minimum of 40 feet from any dwelling unit existing at the time that an application for a DAS facility is submitted to the city for review.

b. No DAS facility shall be located within 250 feet of any other DAS facility.

(3) *DAS facility antenna dimensions.* No DAS facility antenna or antenna mounting hardware shall project out more than 12 inches from the surface of the structure to which it is attached.

(g) *Compliance with government regulations.* All wireless telecommunications facilities and support structures must comply with current standards or regulations of the FAA, the FCC, or any other agency of the federal government with the authority to regulate such wireless telecommunications facilities and wireless telecommunications support structures. If such standards and regulations are changed, the owners of the wireless telecommunications facilities and support structures governed by this article shall bring such wireless telecommunications facilities and support structures into compliance with such revised standards and regulations within six months of the effective date of such standards and regulations unless a more stringent compliance schedule is mandated by the controlling federal agency. Failure to bring wireless telecommunications facilities and support structures into compliance with such revised standards and regulations shall constitute grounds for the removal of the wireless telecommunications facilities and support structures at the owner's expense and shall result in appropriate action by the code enforcement officer.

(h) *Compliance with building code.* All wireless telecommunications facilities and support structures must comply with all current building and electrical codes which have been adopted by the city, as well as the applicable standards of the Electronic Industries Association, as amended. If upon inspection the city concludes that a wireless telecommunications support structure fails to comply with such codes and standards and constitutes a danger to persons or property, upon notice being provided to the owner of the wireless telecommunications support structure, the owner shall have 30 days to bring such wireless telecommunications support structure into compliance with such standards. If the owner fails to bring such wireless telecommunications support structure into compliance with such standards, appropriate action will be taken by the code enforcement officer. (Ord. No. 1013, § 1, 10-21-2010)

Sec. 18-383. - Miscellaneous provisions.

- (a) *Safety.* All ground-mounted accessory equipment and wireless telecommunications facility support structures shall be secured and enclosed with a privacy fence as specified herein.
- (b) *Environmental standards.*
  - (1) Wireless telecommunications facilities and support structures shall not be located within wetlands or wetland buffers, whether federal or state designated.
  - (2) Wireless telecommunications facilities and support structures shall not generate noise in excess of 60db at ground level at the property line.
- (c) *Abandonment and removal.*
  - (1) *Notification.* Each provider of personal wireless services shall notify the director of their operational and non-operational wireless telecommunications facilities by December 31st of each year. The director shall maintain and update a list of these wireless telecommunications facilities for geographical information systems (GIS) purposes, and for use in collocation/site-sharing, and for taking necessary actions for the removal of abandoned facilities as established below.
  - (2) *Removal of abandoned facilities.* Any wireless telecommunications facility that is not operated for a period of six months shall be considered abandoned, and the owner of such wireless telecommunications facility shall remove same within 30 days of receipt of notice from the governing authority notifying the owner of such abandonment. If there are two or more users of a single wireless telecommunications facility, then this provision shall not become effective until all users cease using the wireless telecommunications facility as identified herein.
  - (3) *Bond required.* Prior to issuance of a certificate of completion, the provider of personal wireless services and/or the support structure owner shall provide a performance bond in the form of a letter of credit drawn on a Georgia bank with an amount of \$20,000.00. Said bond shall be submitted to the director prior to issuance of the certificate of completion and shall be renewable at periods not to exceed five years. The length of the bond shall be used for the removal of such structure for the lesser of the length of the lease (if applicable), including extensions, or, 20 years. Said bond shall include a requirement that notice be given to the city in the event that the bond is terminated, non-renewed, or otherwise cancelled, such notice to be given not less than 60 days prior to the effective date of such termination, non-renewal, or cancellation.
- (d) *Multiple uses on a single parcel or lot.* Wireless telecommunications facilities and support structures may be located on a parcel containing another principal use on the same site.
- (e) *Support structure certifications.*
  - (1) An annual wireless telecommunications facility support structure certification shall be required for any support structure or antenna in the city, including



those legally in use on the effective date of this article. Certification shall be submitted to the director and shall be signed and notarized by the wireless telecommunications facility support structure owner or his authorized representative by January 31 each year.

- (2) A wireless telecommunications facility support structure certification shall consist of a current description of the wireless telecommunications facility support structure's location, height, physical condition, antennas and support facilities.(Ord. No. 1013, § 1, 10-21-2010)

Sec. 18-384. - Wireless telecommunications facilities and support structures in existence on the date of adoption of this article.

- (a) Wireless telecommunications facilities and support structures that were legally permitted on or before the date this article was enacted shall be considered a permitted and lawful use.
- (b) Non-conforming wireless telecommunications facilities.
- (1) Non-conforming antennas or accessory equipment. Ordinary maintenance may be performed on non-conforming antennas and accessory equipment.
  - (2) Minor modifications to non-conforming wireless telecommunications facilities may be permitted upon the granting of administrative approval by the director.
  - (3) Major modifications to non-conforming wireless telecommunications facilities shall require approval of both the planning commission and city council.
- (c) Non-conforming wireless telecommunications facility support structures.
- (1) Non-conforming wireless telecommunications facility support structure. Ordinary maintenance may be performed on a non-conforming wireless telecommunications facility support structure.
  - (2) Collocation of wireless telecommunications facilities on an existing non-conforming wireless telecommunications facility support structure is permitted upon the granting of administrative approval by the director.
  - (3) Minor modifications may be made to non-conforming wireless telecommunications facility support structures to allow for collocation of wireless telecommunications facilities. Such minor modifications shall be permitted by administrative approval granted by the director.
  - (4) Major modifications to non-conforming support wireless telecommunications facility structures shall require approval of both the planning commission and city council.

(Ord. No. 1013, § 1, 10-21-2010)



Sec. 18-385. - Variances.

All wireless telecommunications facilities and support structures shall comply with the provisions of this article, unless a written request is filed and approved to waive this requirement. All variance procedures shall be held in strict conformance with the procedures for variances as set forth in the city's zoning ordinance.

(Ord. No. 1013, § 1, 10-21-2010)

**Section 2.** All ordinances or parts thereof which conflict with the provisions of this ordinance are, to the extent of such conflict and except as hereinafter provided, hereby repealed.

**Section 3.** Should any provision of this ordinance be declared invalid by a Court of competent jurisdiction, such decision shall not affect the validity of this ordinance as a whole or any provision thereof other than the provisions specifically declared to be invalid. The City Council declares that it would have passed this ordinance and each subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more subsections, sentences, clauses or phrases may be declared invalid.

**Section 4.** This ordinance shall be in full force and effect upon its official adoption by the City Council.

Done, Ratified, and Passed this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
Vanessa Fleisch, Mayor

Attest:

\_\_\_\_\_  
City Clerk

**CITY OF PEACHTREE CITY**  
**INTEROFFICE MEMORANDUM**

---

**TO:** Mayor and City Council

**FROM:** Jonathan N. Rorie, City Manager 

**DATE:** January 25, 2018

**SUBJECT:** Consider Service Delivery Strategy-Intergovernmental Agreements  
with Fayette County and Fayette County Development Authority  
*February 1, 2018, City Council Meeting*

---

**Recommendation**

Approve Service Delivery Strategy Inter-Governmental Agreements (IGA's) between City of Peachtree City, Fayette County and Fayette County Development Authority pertaining to:

- Road Resurfacing Agreement
- Recreation Program Agreement
- Economic Development Tax Incentives
- Inmate Agreement
- Fueling Station Agreement

**Discussion:**

In conjunction with updates to the comprehensive plan, local governments must revise their "Service Delivery Strategies (SDS)" as required by O.C.G.A 36-70-20: Article 2. Service Delivery. The intent of the code section is to provide a flexible framework within which local governments can develop a service delivery system that is both efficient and responsive to citizens in their county. Furthermore, the strategy must ensure that the cost of any service provided primarily for the benefit of the unincorporated area of the county shall be borne by the unincorporated area residents, individuals and property owners who receive the service. In addition, to eliminate double taxation, when the county and one or more cities jointly fund a countywide service, the county share of such funding shall be borne by the unincorporated residents, individuals, and property owners who receive the service.

Over the course of the last few months, local government managers have evaluated the services provided within Fayette County to update our SDS initiatives on a county-wide basis.

Specifically:

*Road Resurfacing Agreement- Fayette County will annually resurface up to 2.5 Miles of roads in Peachtree City. The agreement specifies Fayette County will provide the labor and equipment and the City will be invoiced for materials or other third party services such as milling and striping.*

Recreation Program Agreement- Fayette County will provide \$150K annually to Peachtree City so that unincorporated county residents will have access to general recreation programming at the same rate as Peachtree City Residents.

Economic Development Tax Incentives- This is a standard 10/10 (10% per year over 10 years) tax incentive agreement. Eligibility requirements include a target industry with a minimum capital investment of at least \$7 Million and expectation of creating at least twenty (20) jobs paying at least \$50K in wages and benefits.

Inmate Agreement- The inmate agreement is for Fayette County to house Peachtree City Inmates at a \$50.00 per day rate charge.

Fueling Station Agreement- Fayette County will be able to fuel a limited amount of Fayette County Water System vehicles at the Peachtree City Public Works facility. The county will be invoiced the cost of fuel at the same rate as Peachtree City vehicles.

Moving forward, it is my recommendation that the City Council approve the attached IGA's between Fayette County, Peachtree City and the Fayette County Development Authority.



COUNTY OF FAYETTE

STATE OF GEORGIA

RECREATION PROGRAM AGREEMENT

This Recreation Facility and Program Agreement (the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Fayette County, Georgia, a political subdivision of the State of Georgia acting by and through its Board of Commissioners (hereinafter referred to as the "County"), and the city of Peachtree City, a municipal corporation of the State of Georgia acting by and through its Mayor and Council (hereinafter referred to as the "City"), for the purpose of furthering recreational opportunities for County and City residents.

WITNESSETH:

WHEREAS, the governing bodies of the County and the City are mutually interested in an adequate program of community recreation under the auspices of the County's and the City's respective Recreation Departments; and

WHEREAS, said governing bodies are authorized to enter into agreements to cooperate in the cultivation of citizenship by providing adequate programs for community recreation; and

WHEREAS, the County and the City have established Recreation Departments responsible for carrying out the purposes of community recreation in the County and the City; and

WHEREAS, in the interest of providing the best service with the least possible expenditure of public funds, full cooperation between the County and the City is necessary; and

NOW, THEREFORE, for and in consideration of the mutual premises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby

acknowledged by the County and the City, the County and the City agree to cooperate with each other in carrying out the above purposes, and to that end, they agree as follows:

1.

The City will make general recreation programming available to County residents for community recreation activities. Any General Recreation Program Fees charged by the City to the County residents shall be no greater than the general recreation program fees charged to City Residents.

2.

The County agrees to pay to the City the sum of ONE HUNDRED FIFTY THOUSAND AND 00/100 (\$150,000.00) DOLLARS with said amount to be used by the City to operate recreation facilities in the City. Fayette County and Peachtree City shall review the allocation every three years to determine if an adjustment is warranted based upon changing operational costs. This Agreement shall be renewed automatically for additional one (1) year terms unless either party provides written notice of termination at least ninety (90) days prior to the end of the then current term. Subsequent renewals shall occur automatically absent proper written notice to terminate this Agreement

3.

It is further agreed that any permanent improvements or any equipment that is permanently affixed on City facilities as contemplated in this Agreement shall remain the property of the City.

[THIS SPACE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.

BOARD OF COMMISSIONERS OF  
FAYETTE COUNTY, GEORGIA

(SEAL)

By:

\_\_\_\_\_

\_\_\_\_\_, Chairman

ATTEST:

\_\_\_\_\_  
Tameca P. White, County Clerk

Approved as to form:

\_\_\_\_\_  
County Attorney

MAYOR AND COUNCIL OF THE  
CITY OF PEACHTREE CITY, GEORGIA

(SEAL)

By:

\_\_\_\_\_

Vanessa Fleisch, Mayor

ATTEST:

\_\_\_\_\_  
Betsy Tyler, City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney



**STATE OF GEORGIA**

**COUNTY OF FAYETTE**

**ROAD RESURFACING AGREEMENT**

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_ between the CITY OF PEACHTREE CITY, a municipal corporation lying wholly  
within Fayette County, Georgia, acting by and through its Mayor and Council, hereinafter  
referred to as the "City", and FAYETTE COUNTY, GEORGIA, a political subdivision of  
the State of Georgia, acting by and through its Board of Commissioners, hereinafter referred  
to as "the County" to provide for certain road resurfacing within the corporate limits of the  
City, hereinafter referred to as the "Agreement."

**W I T N E S S E T H:**

WHEREAS, the County and the City desire the proper resurfacing of certain roads within the  
corporate limits of the City to promote adequate and safe means of transportation; and

WHEREAS, the County and the City desire to coordinate their efforts, as hereinafter  
provided, in the resurfacing of roads that are listed on Exhibit "A" Special Stipulations which is  
attached to this Agreement. Said Exhibit "A" is hereby incorporated into the Agreement by this  
reference hereto.

NOW THEREFORE, for and in consideration of the premises contained herein, and for other  
good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by  
the City and the County, the City and the County do hereby agree as follows:

1.

The County agrees to provide the labor and equipment, as available, for the resurfacing of the  
road(s) which have been identified in Exhibit "A." The County shall provide all paving activities,

excluding patching and milling. Any additional County responsibilities not listed in this paragraph may be contained in Exhibit "A," and such activities may be performed by third-party vendors. The County will provide an estimate of the cost of these ancillary activities to the City for their approval prior to the work being performed.

2.

The City shall reimburse the County for all materials (e.g., asphalt and tack), including over-run quantities for leveling and topping, and shall pay the County for the cost of materials within 30 days of invoice. All inadvertent overspray of tack on curb and gutter, driveways, lawns, etc., shall be cleaned up by the City. The City agrees to handle any prior local resident work notification within the work area, in conjunction with the County's paving schedule. The City is responsible for path or sidewalk modifications and/or repair of any affected areas, as well as striping, if required. The City shall furnish staging/cleanout areas each day for the paving equipment. The City shall reimburse the County the cost of any third-party services utilized to perform the work. This may include, but is not limited to, striping, flagmen, equipment rental, leased dump truck, etc.

3.

The City agrees to assist the County where possible to secure the work site and prevent the tampering, vandalism or theft of equipment, tools or materials left at the site by the County, its agents or employees, at the close of each working day. The County agrees to use certified flaggers and to follow the Manual on Uniform Traffic Control Devices (MUTCD) when working on City roads.

4.

The City and the County agree that the roads or road segments identified on the Exhibit "A" are part of the City road system and, as such, shall be completely and solely within the City's jurisdiction and control. The resurfacing of the roads within the City is at the direction of the City

and the County assumes no interest in the title of said portion of the road within the City. In no manner shall the portion of the road(s) within the City be deemed a County road. Unless otherwise agreed, the maintenance and repair of the portion of the road(s) within the City, other than the resurfacing contemplated herein, shall be the sole responsibility of the City.

5.

The City warrants that it owns or has rights to resurface the portion of the road(s) within the City and further warrants that the performance of work on that portion of the road(s) within the City will not violate any restrictions, covenants, local or state law.

6.

The County shall resurface the City road(s) in the same manner as the County resurfaces all other roads in the unincorporated County.

7.

Upon completion of the City road work, the County will invoice the City for its share of the work as stated above. The City shall submit the payment due within thirty (30) days of receipt of the invoice from the County.

8.

To the fullest extent permitted by law, the City agrees to and hereby does defend, hold harmless and indemnify the County and its officers, directors, employees, agents and representatives from and against any and all claims, damages, demands, actions, judgments, losses, costs, penalties, liabilities, assessments and expenses including, but not limited to, attorney's fees incurred or suffered by the County that arise out of, or result from, the performance of the resurfacing on that portion of the road within the City, which are not incurred or suffered due to the negligence of the County.

To the fullest extent permitted by law, the County agrees to and hereby does defend, hold



harmless and indemnify the City and its officers, directors, employees, agents and representatives from and against any and all claims, damages, demands, actions, judgments, losses, costs, penalties, liabilities, assessments and expenses including, but not limited to, attorney's fees incurred or suffered by the City that arise out of, or result from, the performance of the resurfacing on that portion of the road within the City, which are not incurred or suffered due to the negligence of the City.

9.

Any additional terms and conditions which may exist between the parties may be found on Exhibit "A." To the extent that there may exist a conflict between the terms and conditions in this Agreement and the terms and conditions in Exhibit "A," the parties agree that any terms and conditions in Exhibit "A" supersede any terms and conditions within this Agreement.

10.

This Agreement is a full and complete statement of the agreement of the parties as to the subject matter hereof and has been authorized by proper action of the respective parties.

11.

Should any provision of this Agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

IN WITNESS WHEREOF, the parties herein have set their hands and seals on the date first  
above written.

BOARD OF COMMISSIONERS OF  
FAYETTE COUNTY, GEORGIA

(SEAL)

By: \_\_\_\_\_  
Eric Maxwell, Chairman

Attest:

\_\_\_\_\_  
Tameca P. White, County Clerk

Approved as to form:

\_\_\_\_\_  
County Attorney

CITY OF PEACHTREE CITY

(SEAL)

By: \_\_\_\_\_  
Vanessa Fleisch, Mayor

Attest:

\_\_\_\_\_  
Betsy Tyler, City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

## Exhibit "A" Special Stipulations

Each year the City of Peachtree City shall provide Fayette County with a list of roads to be resurfaced in that calendar year. The list shall be provided to Fayette County as early as possible and include the limits of road work, corresponding length for each road, and cumulative length of all the roads. The aggregate length shall not exceed two and one-half (2 ½) miles for any calendar year unless special provisions are made and approved by the County Manager and the City Manager.

The Paving Allocation of two and one-half (2 ½) miles is allocated based upon the LMIG Allocation for the City of Peachtree City. This allocation can change based upon the City agreeing with the other cities in the County to a differing allocation and providing such written notice to the County.

Provided below is a preliminary list of streets for the next three years. The list may be modified at any time at the request of the Peachtree City Public Works Director and with approval by the Fayette County Director of Public Works.

Any additional County responsibilities particular to a specific Road shall be described below with the listed road.

CY 2018

CY 2019

CY 2020



VERSION DATE: 01/10/18

## INTERGOVERNMENTAL CONTRACT

**THIS INTERGOVERNMENTAL CONTRACT** (this "Contract"), dated as of \_\_\_\_\_, 2018, is made and entered into by and between the FAYETTE COUNTY DEVELOPMENT AUTHORITY, a public body corporate and politic duly created and existing under the laws of the State of Georgia (the "Authority"), FAYETTE COUNTY, a political subdivision duly created and existing under the laws of the State of Georgia (the "County"), the FAYETTE COUNTY SCHOOL DISTRICT, a political subdivision duly created and existing under the laws of the State of Georgia (the "School District"), the TOWN OF BROOKS, a municipal corporation of the State of Georgia ("Brooks"), the CITY OF FAYETTEVILLE, GEORGIA, a municipal corporation of the State of Georgia ("Fayetteville"), the PEACHTREE CITY, GEORGIA, a municipal corporation of the State of Georgia ("Peachtree City"), the TOWN OF TYRONE, a municipal corporation of the State of Georgia ("Tyrone") and the TOWN OF WOOLSEY, GEORGIA ("Woolsey"), a municipal corporation of the State of Georgia. Brooks, Fayetteville, Peachtree City, Tyrone and Woolsey are sometimes referred to herein collectively as the "Municipalities". The Authority, the County, the School District and the Municipalities are sometimes referred to herein collectively as the "Parties".

## WITNESSETH:

**WHEREAS**, the Parties propose to enter into this Contract, pursuant to which they will agree to a plan for offering certain *ad valorem* property tax incentives to companies, businesses and industries (each a "Company") in the County; and

**WHEREAS**, the Development Authorities Laws, O.C.G.A. § 36-62-1, et seq., authorizes the Parties to contract as provided herein and Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia (the "Constitution") authorizes, among other things, any county, municipality or other political subdivision of the State of Georgia to contract, for a period not exceeding fifty (50) years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide.

**NOW, THEREFORE**, for and in consideration for the premises and the mutual agreements and representations herein made, and other good and valuable consideration, the Parties agree as follows:

## ARTICLE I

## FINDINGS

The Parties have found and hereby restate their findings that the collaboration between the Parties and the transactions described herein will further the public purpose of the Parties to promote and expand for the public good and welfare of the County and its respective citizens,

industry, trade, commerce and employment opportunities within the County to encourage and promote the expansion and development of industry, trade, and commerce and the facilities therefor in the County. The Parties have determined that the economic benefits that will inure to the County and the State of Georgia with respect to the collaboration between the Parties and the transactions described in this Contract are sufficient consideration for the benefits to be derived under this Contract.

## ARTICLE II

### AD VALOREM TAX INCENTIVE

Provided a Company meets the eligibility requirements described in Article III hereof, as determined by the Authority, the Authority is hereby authorized to offer and approve a time-limited, performance-based *ad valorem* property tax incentive (a "Tax Incentive") for real and personal property (including machinery, equipment and fixtures used in the operation of the Company) acquired, constructed and installed by a Company in the County (a "Project").

The Tax Incentive authorized to be offered and approved hereunder shall be calculated and administered as follows:

(a) Under a proposed Tax Incentive transaction, a Company would transfer the Project and all components thereof, as then existing, to the Authority, or cause the same to be so transferred, and the Authority and the Company would enter into a lease agreement (the "Lease") under which the Authority would lease the Project as then or thereafter existing to the Company.

(b) The Parties hereto acknowledge that the Authority is not subject to *ad valorem* taxation on its interest in either the real property or the personal property portions of the Project. The parties further acknowledge that a Company will be subject to *ad valorem* taxation on its leasehold interest in a proposed project (the "Leasehold Interest"). Pursuant to the Supreme Court of Georgia in *W.C. Harris, et al. vs. DeKalb County Board of Tax Assessors*, 248 Ga. 277 (1981) (the "Harris Case"), the Fayette County Board of Tax Assessors (the "Board of Assessors") may agree in advance to fixed or percentage, reasonable and non-arbitrary valuation methods for valuation of the Leasehold Interest.

(c) In order to provide a Company with sufficient information and certainty upon which it can base its decision to carry out the Project in the County, the parties agree that it is important that the Board of Assessors set forth the methodology by which the Leasehold Interest of a Company in a Project will be valued for *ad valorem* property purposes. That methodology has been presented to and approved by the Board of Assessors and is as follows:

1. Beginning on January 1 of the year immediately following the initial conveyance of the fee interest in the Project to the Authority (the "Tax Commencement Date"), assets acquired by the Authority will be valued for *ad valorem* property tax purposes based on the following ten (10) year schedule. During each year, the Leasehold Interest of the Company in the assets acquired and owned by the Authority will be subject to taxation by the applicable governmental jurisdiction at the fair market value of the Leasehold Interest in that year as determined by the Board of Assessors in accordance with



this Agreement. The fair market value of the Leasehold Interest of the Company in such assets shall increase as the lease term progresses and for any year will equal the "applicable percentage" for such year as described above and as set forth below, multiplied by the fair market value of the fee interest of such assets in such year. The "applicable percentage" in each year during this ten (10)-year period will be as follows:

|                           |      |
|---------------------------|------|
| First Year                | 10%  |
| Second Year               | 20%  |
| Third Year                | 30%  |
| Fourth Year               | 40%  |
| Fifth Year                | 50%  |
| Sixth Year                | 60%  |
| Seventh Year              | 70%  |
| Eighth Year               | 80%  |
| Ninth Year                | 90%  |
| Tenth Year and thereafter | 100% |

3. The determination of the fair market value of the fee interest in any asset in any year following the Tax Commencement Date (prior to being reduced by the applicable percentage) will be subject to periodic reassessment, for which the Board of Assessors will employ its standard valuation methods. The fair market value of the Leasehold Interest valued thereunder, after being reduced by the applicable percentage, shall be multiplied by 40% to determine the assessed value of each such category for such year and thereafter multiplied by the millage rate established by the County, for itself and for the School District, and any applicable Municipality, to the extent the Project is located within the geographical boundaries of such Municipality, with respect to such year, to determine the *ad valorem* tax for such year.

4. On an annual basis, the Company shall return the property comprising the Project for *ad valorem* taxation purposes in the County, and shall also deliver to the Authority and the Board of Assessors on or before the anniversary date of this Agreement such additional documentation and information as may be necessary in order for the Board of Assessors to value the Project and portions thereof.

(d) If the option to purchase the Project (as provided in the Lease) is exercised by the Company upon termination of the Lease or earlier or if the Lease is otherwise terminated or expires, the Project will be taxable according to normal *ad valorem* property taxation rules that are applicable to privately-owned property in place at the time of termination or expiration.

### ARTICLE III

#### ELIGIBILITY REQUIREMENTS

The Tax Incentive described in Article II hereof may only be offered and approved for Projects that meet the following requirements:



a. Type of Project. The Project shall be in one of the following target industries: Corporate Headquarters, Information Technology, Aerospace, Advanced Manufacturing, Film/New Media, and Medical, Research & Development.

b. Capital Investment. The Project must have a new capital investment of at least \$7,000,000. In calculating the capital investment for this requirement, both real property and equipment acquired by a Company by lease or purchase count for purposes of calculating the capital investment by a Company. Equipment acquired by a Company may be new or used, so long as it has not been previously in service in the County. Capital investment shall include, for the purpose of this Article, real property and the purchase or placement of machinery, equipment and fixtures used in the operation of the Company. Existing real property may, at the discretion of the Authority, receive a Tax Incentive if the renovation and/or improvement of such property exceeds \$7,000,000.

d. Jobs. The Project must expect to create at least twenty (20) full time or equivalent employees with Wages of at least \$50,000 per year. "Wages" means wages, benefits and bonuses.

Each Company that locates or expands in the County is eligible to apply for a Tax Incentive if the proposed Project meets the above described eligibility requirements. Any Company seeking to receive a Tax Incentive shall make an application to the Authority and pay the application fee required by the Authority. The application shall contain a project description including number of jobs with average salary, timeline of hiring, investment level, and industry sector as well as any additional information requested by the Authority, and the application will be signed by an officer of the Company. The Authority shall perform due diligence as to the qualifications of the Company to receive a Tax Incentive.

The Authority may decline to offer a Tax Incentive to any applicant for whatever reason.

Any Company which receives a Tax Incentive shall be required to agree and consent to the jurisdiction and venue of the Superior Court of Fayette County, Georgia for any and all disputes concerning the Tax Incentive and the matters described in this Contract.

#### **ARTICLE IV.**

##### **NOTICE TO COUNTY, BOARD OF ASSESSORS AND TAX COMMISSIONER**

The Authority hereby agrees to provide written notice to the Manager of the County, the Board of Assessors, the Tax Commissioner of Fayette County, the School District and the respective Municipality, to the extent the Project is located within the geographical boundaries of such municipality, at least twenty (20) days prior to adopting a resolution approving any proposed Tax Incentive transaction.

## ARTICLE V.

### PERFORMANCE STANDARDS

In connection with a Tax Incentive, a Company shall agree to meet certain capital investment and job creation goals. If the Company fails to meet such goals, it shall be required to make a recoupment payment, calculated based on standard Authority practices, to the Authority to be disbursed to the respective taxing jurisdictions.

## VI.

### ASSIGNMENT OF TAX INCENTIVE

In the event the real property from which the Company operates its business is transferred to a related or successor entity (whether owned or leased by the Company), the Tax Incentive shall be continued if that related or successor entity agrees to comply in all respects with the terms of the Tax Incentive, the schedule of tax reduction in the Tax Incentive shall remain unchanged, and the duration of the tax reduction shall not be extended beyond the period of time contemplated in the Tax Incentive and the incentive agreement.

## ARTICLE VII.

### MISCELLANEOUS

a. Effective Date and Term. This contract shall be effective as of the date of execution (the "Effective Date"). This contract shall be for a term of one (1) year from the Effective Date and shall renew automatically for one (1) year terms from year to year until terminated by either the County or the Authority.

b. Notices. Any notice or other communication required or permitted by this Contract must be given in writing and must be delivered by personal delivery (including personal delivery by overnight courier such as UPS, Federal Express, DHL, or similar overnight courier), first class mail (registered or certified), telecopy or e-mail (with a copy sent by personal delivery or first class mail), in each case addressed as follows, or to such other address or addresses as may be hereafter furnished by one party to the other party in compliance with the terms hereof. Notice will be effective when received or delivered, or delivery is refused.

If to the Authority:

Fayette County Development Authority  
Attention: President  
200 Courthouse Square  
Fayetteville, GA 30214  
Telephone: (770) 461-5253  
Facsimile: (770) 460-0259

|                            |                                                                                                                                                                          |
|----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| If to the County:          | Fayette County Board of Commissioners<br>Attn: Chairman<br>140 Stonewall Avenue West<br>Fayetteville, GA 30214<br>Telephone: (770) 305-5123<br>Facsimile: (770) 305-5210 |
| If to the School District: | Fayette County Board of Education<br>Attn: Chairman<br>210 Stonewall Avenue West<br>Fayetteville, Georgia 30214<br>Telephone: (770) 460-3535<br>Facsimile:               |
| If to Brooks:              | Town of Brooks, Georgia<br>Attn: Mayor<br>961 Hwy 85 Connector<br>Brooks, Georgia 30205<br>Telephone: (770) 719-7666<br>Facsimile:                                       |
| If to Fayetteville:        | City of Fayetteville, Georgia<br>Attention: Mayor<br>240 South Glynn Street<br>Fayetteville, Georgia 30214<br>Telephone: (770) 461-6029<br>Facsimile:                    |
| If to Peachtree City:      | Peachtree City, Georgia<br>Attn: Mayor<br>151 Willowbend Road<br>Peachtree City, Georgia 30269<br>Telephone: (770) 487-7657<br>Facsimile:                                |
| If to Tyrone:              | Town of Tyrone, Georgia<br>Attention: Mayor<br>881 Senoia Road<br>Tyrone, Georgia 30290<br>Telephone: (770) 487-4038<br>Facsimile:                                       |
| If to Woolsey:             | Town of Woolsey, Georgia<br>Attention:<br>117B Hill Ave.<br>Fayetteville, Georgia 30215<br>Telephone: (770) 719-8711<br>Facsimile:                                       |



c. Binding Effect. This Contract shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns.

d. Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

e. Amendments, Changes, Modifications and Termination. This Contract may only be amended, changed, modified, or altered by the written agreement of all of the Parties, provided, however, if the proposed amendment relates to a specific Project, such amendment may be amended by those Parties in which such Project is located. This Contract may be terminated by the County or the Authority at any time upon providing 90 days written notice to the Parties. The School District and each of the Municipalities may terminate its respective participation in this Contract at any time upon providing 90 days written notice to the Parties; the effect of such termination of participation is that the Company shall be obligated to pay 100% of the *ad valorem* taxes for such non-participating governmental entity that would have been paid assuming there was not a Tax Incentive for the proposed Project.

f. Execution Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Signatures transmitted by facsimile or e-mail via .pdf format shall be treated as original and binding signatures.

g. Captions. The captions or headings in this Contract are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Contract.

h. Law Governing Construction of Contract. This Contract shall be governed by, and construed in accordance with, the laws of the State of Georgia.

**IN WITNESS WHEREOF**, the Parties have caused this Contract to be executed in their respective names and their respective seals to be hereunto affixed and attested by their respective duly authorized officers, all as of the date first above written.

**FAYETTE COUNTY DEVELOPMENT  
AUTHORITY**

By: \_\_\_\_\_  
Chairman

Attest: \_\_\_\_\_  
Secretary

(SEAL)

**FAYETTE COUNTY, GEORGIA**

By: \_\_\_\_\_  
Chairman, Board of Commissioners

Attest: \_\_\_\_\_  
County Clerk

(SEAL)

**FAYETTE COUNTY SCHOOL  
DISTRICT**

By: \_\_\_\_\_  
Chairman

Attest: \_\_\_\_\_  
Secretary

(SEAL)

**TOWN OF BROOKS, GEORGIA**

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Clerk

(SEAL)

**CITY OF FAYETTEVILLE, GEORGIA**

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Clerk

(SEAL)

**PEACHTREE CITY, GEORGIA**

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Clerk

(SEAL)

**TOWN OF TYRONE, GEORGIA**

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Clerk

(SEAL)



**TOWN OF WOOLSEY, GEORGIA**

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Clerk

(SEAL)

**COUNTY OF FAYETTE**

**STATE OF GEORGIA**

**INMATE AGREEMENT**

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between Fayette County, Georgia, acting by and through its Board of Commissioners, and \_\_\_\_\_, Georgia, acting by and through its Mayor and Council, for the placement of inmates in the Fayette County Jail Facility in Fayetteville, Georgia.

**WITNESSETH:**

**ARTICLE I. Purpose**

**A. Purpose.** This Agreement between Fayette County, hereinafter the "County"; City, Georgia, hereinafter the "Confining Jurisdiction," is for establishing the parameters within which the County and the Confining Jurisdiction contemplate for the detention and care of persons incarcerated under the authority of the Confining Jurisdiction at the Fayette County Jail Facility, hereinafter the "Jail Facility." The term "Parties" is used in this Agreement to refer jointly to the County and the Confining Jurisdiction.

**B. Responsibilities.** This Agreement sets forth the responsibilities of the County and the Confining Jurisdiction. The Agreement states the services the County shall perform satisfactorily to receive payment from the Confining Jurisdiction at the prescribed rate.

**C. Inmate Day Rate.**

- 1) The Parties agree that the inmate day rate shall be \$50.00.
- 2) The Parties agree when costs are incurred for the transport of Confining Jurisdiction inmates to another jail facility as outlined in Article III (A) along with any specialty medical or dental care costs, the Confining Jurisdiction will be responsible for those costs. These costs will be added to the monthly invoice as outlined in Article IX (A).

**ARTICLE II. General**

**A. Funding.** The Confining Jurisdiction agrees to make payments to the County as set forth herein. During the term of this Agreement, the Confining Jurisdiction agrees to impose an additional penalty on fines handed down in its Municipal Court consistent with law under the Jail

Construction and Staffing Act (established pursuant to O.C.G. A. § 15-21-90 et seq.). The additional penalty shall be equal to ten (10%) percent of the fine imposed under sentence handed down by the Municipal Court Judge. Additionally, at the time of posting bail or bond, an additional sum equal to (10%) percent of the original amount of bail or bond shall be posted and paid over to the County. In every case in which the Municipal Court Judge shall order the forfeiture of bail or bond, the additional sum equal to the (10%) percent of the original bail or bond shall be paid over to the County and deposited in a special account to be known as the "County Jail Fund." Said County Jail Fund shall be used for maintaining, operating, and staffing of the Jail Facility. Said amount shall be remitted to the County monthly by no later than the tenth day of the month following the month in which such sums are collected. In the case of partial or installment payments of the penalty being made to the Confining Jurisdiction, the proportion of the installment or partial payment equal to the proportion of the additional penalty to the original fine shall be paid by the Confining Jurisdiction to the County by no later than the tenth day of the month following the month in which such partial or installment payments are received.

**B. Consistent with Law.** Any provision of this Agreement contrary to applicable statutes, regulations, policies, or judicial mandates is null and void, but shall not necessarily affect the balance of the Agreement.

**C. Scope of Funding Obligation.** The County shall assess, and the Confining Jurisdiction agrees to pay, those charges for those inmates who are incarcerated because of a sentence handed down by the Municipal Court Judge of the Confining Jurisdiction, or due to revocation of probation which was part of a sentence handed down by the Municipal Court Judge of the Confining Jurisdiction. All inmates presented to the Jail Facility by the Confining Jurisdiction for pre-trial detention who are being held pending disposition in the Municipal Court of the Confining Jurisdiction are also considered inmates from the Confining Jurisdiction.

### **ARTICLE III. Covered Services**

**A. Bed space.** The County shall provide male/female beds in the Jail Facility on a space available basis. The Confining Jurisdiction will be financially liable only for the actual inmate days as defined in Paragraph (C) of this Article. An inmate presented for incarceration by the Confining Jurisdiction to the County may be relocated to another jail facility if no space is available at the Jail Facility. The County shall determine whether space is available at the Jail Facility. Should the County determine that no space is available for an inmate from the Confining Jurisdiction at the Jail Facility, the County shall transport the inmate to another jail facility. The Confining Jurisdiction agrees to continue paying the inmate day rate or the rate charged by the other jail facility, whichever is higher, for every inmate of the Confining



Jurisdiction transported by the County to another jail facility in the same manner as if the inmate from the Confining Jurisdiction was still confined at the Jail Facility.

**B. Basic needs.** The County shall provide adult detainees with safekeeping, housing, subsistence, on-site health care and other services in accordance with this Agreement. In providing these services, the County shall ensure compliance with all applicable laws, regulations, fire and safety codes, policies, and procedures. The types and levels of services shall be those the County routinely affords to other inmates. If the County determines that the Confining Jurisdiction has delivered a person for custody who is subject to the jurisdiction of the Juvenile Justice System, the County shall not house that person with adult detainees, and shall notify the Confining Jurisdiction immediately. The Confining Jurisdiction shall immediately remove the inmate within twenty-four (24) hours of being notified by the County.

**C. Unit of service and financial liability.** The County will bill the Confining Jurisdiction the number of days the inmate is booked into the Jail Facility excluding the intake day and the discharge day.

**D. Interpretive services.** The County shall make special provisions for non-English speaking, handicapped or illiterate inmates. The Confining Jurisdiction will, upon request, assist the County in obtaining translation services. The County shall provide all instructions verbally (in English or the inmate's native language as appropriate) to inmates who cannot read.

#### **ARTICLE IV. Receiving and Discharging Inmates**

**A. Required activity.** Except as otherwise provided herein, the County shall receive and discharge inmates only from and to properly identified Confining Jurisdiction personnel. Presentation of Confining Jurisdiction credentials shall constitute proper identification. The exception recognized pertains to those inmates which have been relocated to another jail facility due to a lack of available bed space at the Jail Facility. The County shall furnish receiving and discharging services twenty-four (24) hours per day, seven (7) days per week.

The Confining Jurisdiction shall furnish the County with reasonable notice of receiving or discharging inmates. The County shall ensure positive identification and recording of inmates and Confining Jurisdiction officers. The County shall not permit medical or emergency discharges except through coordination with on-duty Confining Jurisdiction officers.

**B. Restricted release of inmates.** The County shall not release Confining Jurisdiction inmates from its physical custody to any persons other than those described in Paragraph (A) of this Article for any reason, except for either medical, other emergency situations, or in response to a writ of habeas corpus.

If a Confining Jurisdiction inmate is sought for federal, state or local court proceedings, only the Confining Jurisdiction may authorize release of the inmate for such purposes. The County shall contact the Confining Jurisdiction immediately regarding any such requests.

**C. County right of refusal.** The County retains the right to refuse acceptance of any inmate found to have a condition that requires medical care beyond the scope of the County's health provider.

## **ARTICLE V. Medical Services**

**Access to health care.** The County shall ensure that on-site medical and health care coverage as defined below is available for all of the Confining Jurisdiction's inmates at the Jail Facility for at least eight (8) hours per day, seven (7) days per week. The County shall furnish the inmates instructions in his or her native language as prescribed in Article III, Paragraph (D) for gaining access to health care services.

## **ARTICLE VI. Period of Performance**

This Agreement shall remain in effect until \_\_\_\_\_, \_\_\_\_\_. This Agreement shall be renewed automatically for additional one (1) year terms unless either party provides written notice of termination at least ninety (90) days prior to the end of the then current term. Subsequent renewals shall occur automatically absent proper written notice to terminate this Agreement. If, upon proper termination of this Agreement, the Confining Jurisdiction has not satisfied its financial obligation for the payment of inmate day rates to the County for the immediately preceding twelve (12)-month period, the Confining Jurisdiction agrees to remit an amount equal to the total outstanding financial liability to the County within fifteen (15) days of the effective date of the termination. If, upon proper termination of this Agreement, the Confining Jurisdiction has an existing credit with the County due to overpayment from the immediately preceding twelve (12)-month period, said credit amount shall belong to the County and will be applied for those purposes recognized as proper uses for the County Jail Fund.

## **ARTICLE VII. Modifications**

Actions other than those designated in this Agreement will not bind or incur liability on behalf of either party. Either party may request a modification to this Agreement by submitting a written request to the other. A modification will become part of this Agreement only after the Confining Jurisdiction and the authorized signatory of the County have approved it in writing.



## **ARTICLE VIII. Adjusting the Inmate Day Rate**

The Confining Jurisdiction shall reimburse the County at the inmate day rate provided in Article I of this Agreement. The Parties shall review and adjust the inmate day rate every three years, with the effective date for the new inmate day rate to be January 1 of the following calendar year. The Parties agree that the inmate day rate should always reflect the jail operations costs for the immediately preceding fiscal year of the County. For the purposes of this Agreement, the Parties agree that the cost of the Jail Facility shall be composed of all those costs necessary to house the inmates at the Jail Facility in a safe and secure manner. In addition, the Parties agree that a component of the operations and maintenance of the Jail Facility is the cost associated with the housing of inmates at a jail facility other than the Jail Facility.

## **ARTICLE IX. Enrollment, Invoicing, and Payment**

**A. Invoicing.** The County shall submit an original itemized invoice containing the following information provided by the Sheriff's Office: the name and address of the Jail Facility; the name of each Confining Jurisdiction inmate, and his or her specific dates of detention; the total number of inmate days; the daily rate; the total inmate days multiplied by the daily rate; and the name, title, address, and telephone number of the local official responsible for invoice preparation. The County shall submit monthly invoices within the first fifteen (15) working days of the month following the calendar month when it provided the services to the Confining Jurisdiction.

**B. Payment.** The Confining Jurisdiction will remit funds collected for the County Jail Fund to the County pursuant to Article II. The date the County actually receives the funds shall constitute the payment date. Within thirty days subsequent to the original twelve (12)-month term and within thirty days subsequent to each successive twelve (12)-month term thereafter, the County shall notify the Confining Jurisdiction of the total amount of County Jail Funds received by the County from the Confining Jurisdiction during the immediately preceding twelve (12)-month term. The County shall also provide to the Confining Jurisdiction an itemized statement of the number of inmate days for which the Confining Jurisdiction is responsible to the County for the immediately preceding twelve (12)-month term.

**C. Accounting of County Jail Fund.** The Confining Jurisdiction shall report to the County the disposition of each case resolved within its Municipal Court. Information required shall be the name of the party, the offense charged, the number of days sentenced to be served at the Jail Facility, and the amount of the fine which was imposed exclusive of the County Jail Fund penalty. Additionally, should there be the posting of bail or bond, the report should include the name of the party, the offense charged, and the amount of the bail or bond posted exclusive of the County Jail Fund penalty. These reports shall be submitted to the County Finance



Department within ten (10) business days subsequent to the session of court at which these cases were disposed.

## **ARTICLE X. Indemnification Provisions**

**A. Indemnification (County).** The Confining Jurisdiction shall save and hold the County harmless, and indemnify the County against any and all liability claims and costs of whatever kind and nature, for injury to or death of any person(s), or loss or damage to any property, which occurs in connection with or incident to performance of work by the Confining Jurisdiction under the terms of this Agreement, and which results from negligent acts or omissions of Confining Jurisdiction officers or employees to the extent permitted by law. The Confining Jurisdiction shall also save and hold the County harmless, and indemnify the County against any and all liability claims and costs of whatever kind and nature, for false arrest, malicious prosecution, improper arrest, and any other similar charge being brought due to some action or lack thereof by the Confining Jurisdiction. Notwithstanding anything in this Agreement contained herein to the contrary, for purposes of the Confining Jurisdiction indemnifying and holding the County harmless, any inmate arrested by the Confining Jurisdiction is considered an inmate of the Confining Jurisdiction no matter whether the underlying charge is based upon a sentence handed down by the Municipal Court Judge of the Confining Jurisdiction or otherwise.

**B. Defense of suit (County).** In the event an inmate files suit against the County contesting the legality of the inmate's incarceration and/or for any other event as covered in Article X (A), including but not limited to, false arrest, malicious prosecution, and improper arrest, the Confining Jurisdiction shall move to have the County dismissed from such suit, to have the Confining Jurisdiction substituted as the proper party defendant, or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, the Confining Jurisdiction shall be responsible for the defense of any suit on these grounds.

**C. Confining Jurisdiction recovery right.** The County shall do nothing to prejudice the Confining Jurisdiction's right to recover against third parties for any loss, destruction of, or damage to the Confining Jurisdiction's property. Upon request of the Confining Jurisdiction, the County shall, at the Confining Jurisdiction's expense, furnish to the Confining Jurisdiction all reasonable assistance and cooperation, including assistance in the prosecution of suit and execution of the instruments of assignment in favor of the Confining Jurisdiction, in obtaining recovery.

**D. Other jail facility.** For purposes of these Indemnification provisions, all indemnification herein which applies to the County also applies to the jurisdiction which is housing the inmate(s) from the Confining Jurisdiction which have been transported to the jail facility by the County.

**E. Indemnification (Confining Jurisdiction).** The County shall save and hold the Confining Jurisdiction harmless, and indemnify the Confining Jurisdiction against any and all liability claims and costs of whatever kind and nature, for injury to or death of any person (s), or loss or damage to any property, which occurs in connection with or incident to the performance of work by the County under the terms of this Agreement, and which results from negligent acts or omissions of County officers or employees to the extent permitted by law. The County shall also save and hold the Confining Jurisdiction harmless, and indemnify the Confining Jurisdiction against any and all liability claims and costs of whatever kind and nature, for bodily harm or any other similar charge brought due to some action or lack thereof by the County.

**F. Defense of suit (Confining Jurisdiction).** In the event an inmate files suit against the Confining Jurisdiction for an event covered in Article X (E) above, the County shall move to have the Confining Jurisdiction dismissed from such suit, to have the County substituted as the proper party defendant, or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, the County shall be responsible for the defense of any suit on these grounds.

## **ARTICLE XI. Financial Records**

**A. Retention of records.** All financial records, supporting documents, statistical records, and other records pertinent to contracts or subordinate agreements under this Agreement shall be retained by the County for at least three (3) years for purposes of examinations and audit. The three (3)-year retention period begins at the end of the first year of completion of service under the Agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3)-year period, the records will be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular three (3)-year period, whichever is later.

**B. Access to records.** The Confining Jurisdiction shall have the right of access to any pertinent books, documents, papers, or other records of the County.

## **ARTICLE XII. Dispute Resolution**

**A. All Jail Facility Costs.** The County shall maintain and calculate the yearly costs of the Jail Facility. Upon request, the County shall provide the Confining Jurisdiction with a copy of the accounting records for those expenses for any subsequent fiscal years. If, after reviewing the accounting records, the Confining Jurisdiction believes that the allocation of expenses does not follow this Agreement, then the Chief Financial Officer for each of the Parties shall meet to discuss the allocation.



**B. Other Matters.** All other disputes shall be discussed by the Chief Administrative Officers of the Parties. If the Chief Administrative Officers cannot resolve the dispute, then either or both Parties shall be free to seek a resolution in the Fayette County Superior Court.

WHEREFORE, the Parties hereby set their hands and affix their seals as of the date first above written.

BOARD OF COMMISSIONERS OF  
FAYETTE COUNTY, GEORGIA

(SEAL)

By: \_\_\_\_\_  
Eric Maxwell, Chairman

ATTEST:

\_\_\_\_\_  
Tameca P. White, County Clerk

Approved as to form:

\_\_\_\_\_  
County Attorney

MAYOR AND COUNCIL OF THE CITY  
OF PEACHTREE CITY

(SEAL)

By: \_\_\_\_\_  
Vanessa Fleisch, Mayor

ATTEST:

\_\_\_\_\_  
Betsy Tyler, City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney



STATE OF GEORGIA

COUNTY OF FAYETTE

**FUELING STATION AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between FAYETTE COUNTY, hereinafter referred to as the "County," and the CITY OF PEACHTREE CITY, hereinafter referred to as "Peachtree City,"

**WITNESSETH:**

WHEREAS, the Public Works Department of the County maintains a gasoline fueling station on its premises and Peachtree City desires to have its vehicles fueled at the fueling station of the County's Public Works facility on an emergency basis; and

WHEREAS, the Public Works Department of Peachtree City maintains a gasoline fueling station on its premises and Fayette County desires to have its vehicles, fueled at the fueling station of the Peachtree City Public Works facility.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged by all parties, the parties to this Agreement hereby agree as follows:

**1.**

The County currently maintains a fueling station at its Public Works facilities on McDonough Road. The County shall allow vehicles owned by Peachtree City to be fueled at this fueling station on an emergency basis. The County will invoice Peachtree City for the direct cost of the fuel as charged to county departments.

**2.**

Peachtree City maintains a fueling station at its Public Works facilities on McIntosh Trail. Fayette County desires that certain pre-determined vehicles of the Fayette County Water Department (approximately 20 Vehicles) to fuel at Peachtree City's fueling station. Peachtree City shall allow a number of pre-designated vehicles to be fueled at the Peachtree City fueling station on McIntosh Trail. Peachtree City will invoice Fayette County for the direct cost of the fuel as charged to city departments and accessory equipment (Fuel Keys/Fobs) necessary to access the fuel station.

**3.**

In the case of emergency (e.g., the pumps are not working at a particular fueling station; inclement weather, etc.) all entities of this Agreement shall be allowed to fuel at any entity that maintains a fueling station. The entities shall be invoiced for the direct cost of the fuel as charged to each internal department.

**4.**

With respect to the fuel stations described in Paragraphs 1 and 2 of this Agreement, any party to this Agreement who is allowed to take on fuel at any of the above-described fueling stations shall indemnify, defend, and hold harmless the Owner of the respective fuel station, its agents and employees from and against all claims, damages, actions, judgments, costs, penalties,

liabilities , losses and expenses, resulting from vehicles being fueled at the fueling stations, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by an act or omission of the party allowed to use the fueling station, or anyone directly or indirectly employed by the party or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party to person described in this paragraph.

## 5.

The initial term of this Agreement shall be one (1) year. This Agreement will be Automatically renewed for a term of one (1) year commencing on the anniversary of the signing of this Agreement. Subsequent one (1) year renewal terms shall automatically begin on the Anniversary of the original renewal date. Should any party desire to terminate that party's participation in this Agreement, the party shall provide written notice of termination to all parties to this Agreement no later than thirty (30) days prior to the end of the original term or any renewal term. Upon receipt of a termination notice from any party to this Agreement, all remaining parties agree to immediately enter into negotiations to determine whether or not a substantially similar agreement may be put into effect upon the termination of this Agreement. Absent any such interest to enter into a new agreement by the remaining parties, termination by any party to this Agreement shall terminate the Agreement for all parties.



6.

This Agreement shall constitute the entire agreement between the parties and no modifications shall be binding upon the parties unless evidenced by a subsequent written agreement signed by the parties.

7.

If any paragraph provision, or clause of any part of this Agreement shall be declared invalid or unconstitutional, or if the provisions of any part of this Agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such a declaration shall not be construed to affect other portions of this Agreement not so held to be invalid, or other application of this Agreement to other circumstances not so held to be invalid. It is hereby declared as the intent of all parties that this Agreement could have been executed had such invalid portion not been included herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day and year first above written.

FAYETTE COUNTY

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
County Clerk  
(Seal)

CITY OF PEACHTREE CITY

By: \_\_\_\_\_

ATTEST:

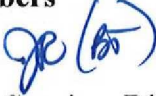
\_\_\_\_\_  
City Clerk  
(Seal)

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

---

**TO:** Mayor and Council Members

**VIA:** Jon Rorie, City Manager   
Paul Salvatore, Financial Services Director   
Angela Egan, Purchasing Agent 

**FROM:** Mike Madison, Stormwater Manager 

**DATE:** January 19, 2018

**SUBJECT:** 2018 Stormwater Pipe Rehabilitation Project – Pipe Group A  
*February 1, 2018 City Council Agenda*

---

**Recommendation:**

Staff recommends that City Council award the bid for the 2018 Stormwater Pipe Rehabilitation Project - Pipe Group A to IPR Southeast (IPR) for their unit cost base bid amount of \$417,982.00.

**Discussion:** The existing storm drainage pipes selected for this cured in place pipe lining bid are exhibiting various types of structural degradation including severe invert corrosion, holes in the pipe inverts and failing pipe joints. In place pipe rehabilitation is the best option to repair the observed failures in that it can be quickly installed and provides a structural component without having significant excavations and/or road closures. Therefore, staff solicited unit cost bids from qualified contractors to perform the rehabilitation work. The results of this bid are as follows:

|                           |                     |
|---------------------------|---------------------|
| <b>IPR Southeast, LLC</b> | <b>\$417,982.00</b> |
| Layne Inliner             | \$432,613.00        |
| Vacvision                 | \$511,502.00        |
| Southeast Pipe            | \$537,588.70        |
| Insituform                | \$544,137.10        |

**Budget Impact:** Sufficient funds in the amount of \$417,982.00.00 are available in the Stormwater Renewal and Extension account..

## CITY OF PEACHTREE CITY

## BUDGET AMENDMENT

**NUMBER** 18-SW01

**DATE** 02/01/2018

[illegible]

**Budget Amendment**

### Reallocate budget from Renewal and Extension to Contractual Services

**Entered**

**Approved**



# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

---

**TO:** Mayor and Council Members

**VIA:** Jon Rorie, City Manager   
Paul Salvatore, Financial Services Director P.S.  
Angela Egan, Purchasing Agent 

**FROM:** Mike Madison, Stormwater Manager 

**DATE:** January 19, 2018

**SUBJECT:** 2018 Stormwater Pipe Rehabilitation Project – Pipe Group B  
February 1, 2018 City Council Agenda

---

**Recommendation:**

Staff recommends that City Council award the bid for the 2018 Stormwater Pipe Rehabilitation Project - Pipe Group B to IPR Southeast (IPR) for their unit cost base bid amount of \$434,697.25.

**Discussion:** The existing storm drainage pipes selected for this cured in place pipe lining bid are exhibiting various types of structural degradation including severe invert corrosion, holes in the pipe inverts and failing pipe joints. In place pipe rehabilitation is the best option to repair the observed failures in that it can be quickly installed and provides a structural component without having significant excavations and/or road closures. Therefore, staff solicited unit cost bids from qualified contractors to perform the rehabilitation work. The results of this bid are as follows:

|                           |                     |
|---------------------------|---------------------|
| <b>IPR Southeast, LLC</b> | <b>\$434,697.25</b> |
| Layne Inliner             | \$440,553.00        |
| Insituform                | \$468,965.90        |
| Vacvision                 | \$522,750.00        |
| Southeast Pipe            | \$527,246.70        |

**Budget Impact:** Sufficient funds in the amount of \$434,697.25 are available in the Stormwater Renewal and Extension account.

## CITY OF PEACHTREE CITY

## BUDGET AMENDMENT

**NUMBER** 18-SW01

**DATE** 02/01/2018

[illegible]

## Budget Amendment

### Reallocate budget from Renewal and Extension to Contractual Services

**Entered**

**Approved**