

City Council of Peachtree City
Agenda
December 7, 2006
7:00 p.m.

- I. Call to Order
- II. Pledge of Allegiance
- III. Announcements, Awards, Special Recognition
 - Remind Attendees to Turn Off Cell Phones
 - CERT Graduation
 - Presentation of CALEA Accreditation Certificate
 - Presentation of State Recreation Awards
- IV. Public Comment
- V. Minutes
 - September 21, 2006, Executive Session Minutes
 - November 2, 2006, Regular Meeting Minutes
 - November 7, 2006 Workshop Minutes
 - November 16, 2006, Regular Meeting Minutes
- VI. Monthly Reports
- VII. Consent Agenda
 - 1. Consider Updates to Adopted Building Codes
 - 2. Consider Adoption of Impact Fee Report
 - 3. Consider Acceptance of Drainage Easement for Culvert Construction on Hip Pocket Road
 - 4. Consider Extension of Parker Wrecker Service Contract
 - 5. Consider Vendor for Stormwater Bill Collection Service
 - 6. Consider PCTA Lease Agreement Modification
 - 7. Consider Trane Performance Contract Financing
 - 8. Consider Peachtree City Elementary School Funding Request
- VIII. Old Agenda Items
- IX. New Agenda Items
 - 12-06-01 Public Hearing – Consider Variance – 137 Senoia Road
 - 12-06-02 Public Hearing – Consider Variance – 403A Dividend Drive
 - 12-06-03 Presentation by John Pero Regarding Fence Issue
 - 12-06-04 Request from Becky Timmis to Address Council
 - 12-06-05 Consider PCTA Reimbursement Agreement
 - 12-06-06 Consider Funding of Additional Firefighters
 - 12-06-07 Consider Bids for Street Sweeping
 - 12-06-08 Consider Bids for 11 New Police Cars
 - 12-06-09 Consider Cancelling December 21 Meeting
 - 12-06-10 Consider Brand Name and Sole Source for E-Forms Software
- X. Council/Staff Topics
 - Briefing on the McIntosh Village Traffic Study
- XI. Executive Session

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

City Council of Peachtree City
EXECUTIVE SESSION
Minutes of Meeting
September 21, 2006

Mayor Harold Logsdon called the executive session to order immediately following the regular meeting on Thursday, September 21, 2006. Council Members present were: Steve Boone, Stuart Kourajian, Cyndi Plunkett, and Judi Rutherford. City Manager Bernard McMullen and City Attorney Ted Meeker were also present.

Meeker reported that Sequoia Golf had requested a temporary construction easement in connection with the TDK land acquisition.

McMullen reported there were still some issues between Sequoia Golf and Pathway Communities, and the closing should be completed by the middle of the next week. Meeker said that both Sequoia and Pathway wanted to reserve access points, which would have to be approved by the City Engineer. Plunkett noted that if the access points were in the deed, the property owners would be entitled to them forever. McMullen said that, according to City ordinance, they were entitled to multiple curb cuts. Curb cuts on City streets were not normally limited, but there was a set criterion for distance. No action was taken on this request.

Rutherford moved to reconvene in regular session. Kourajian seconded. The motion carried unanimously.

Rutherford moved to approve the form of the temporary construction easement agreement between Peachtree City and Sequoia Golf regarding the TDK land acquisition. Boone seconded. The motion carried unanimously.

Rutherford moved to authorize the filing of a counterclaim against Group VI regarding the Tennis Center project. Boone seconded. The motion carried unanimously.

There being no further business to discuss, Kourajian moved to adjourn. Rutherford seconded the motion. The motion carried unanimously. The meeting adjourned at 9:55 p.m.

Jane Miller, City Clerk

Harold K. Logsdon, Mayor

Pamela Dufresne, Recording Secretary

City Council of Peachtree City
Minutes of Meeting
November 2, 2006
7:00 p.m.

The City Council of Peachtree City met Thursday, November 2, 2006, in the City Hall Council Chambers. Mayor Logsdon called the meeting to order at 7:00 p.m. Other Council Members present were: Steve Boone, Stuart Kourajian, Cyndi Plunkett, and Judi Rutherford.

Announcements, Awards, Special Recognitions

There were no announcements, awards, or special recognitions scheduled.

Public Comment

Robert Brown addressed Council regarding its inaction on the TDK extension. He said he was disappointed since the road clearly favored developers in Coweta County. Failure to act was a vote on Council's part to favor the developers.

Minutes

Rutherford moved to approve the October 19, 2006, regular meeting minutes as written. Boone seconded. The motion carried unanimously.

Monthly Reports

Plunkett asked about the money in the sports association account; she believed it was approximately \$63,000. She recalled that the plan had been to use the money for improvements to fields, such as fences and lights. She said it might be time to look at that since there should not be such a significant amount in the account. City Manager Bernard McMullen said he would get an answer.

Kourajian noted that, overall, revenues were at 100.63%, but there were huge discrepancies in a few areas. Investment income was at 181%. Grants were only at 19%. The "Charges for services" line item was at 80%, which was \$240,000 off projections. He asked what fell into "Other revenues," which had only \$15,000 year-to-date, a \$72,000 shortfall. Assistant Finance Officer Janet Camburn said, although she did not have the exact details, the corresponding expenditures for the grants had probably not been made. Grant revenues were not brought in as a line item until the corresponding expenditure was made. Kourajian asked if the grant money was gone for good. Camburn said no. She continued that some of the money was Local Assistance Road Program (LARP) funds, which had not been booked yet. Camburn asked Council to keep in mind that the numbers were just the September 30 cash basis, and they still had to do the accruals and deferrals for the final reports. She said she would have to look at the detailed line item on "Charges for services," then get the information to Council. "Fines & Forfeitures" was basically the court fines. "Other revenues" varied from year to year, and she needed to do a comparison with last year. Some things might still come in before finalizing the report through September 30.

Kourajian asked why the "Investment income" was so high. Camburn said it was a combination of two things that accounted for the 181% revenue in "Investment income." Part of it was due to an arrangement they had with the banks where the City earned a significant amount on compensating balances that had not been earned before and had not been budgeted. Interest rates

were also up. Logsdon asked when the final report would be ready. Camburn said they were working on that. The final report was usually ready in March. The auditors would be here in January to do the field work. Kourajian asked when the City should receive the last \$30,000 in general property taxes. Camburn said the cash collections for October and November were not included in this report.

Plunkett noted that there were no hours for litter removal and that the number of hours for landscaping and mowing were down in the Public Services report. McMullen said that had to be an error in the report.

Kourajian noted that drug arrests were significantly down. Police Chief James Murray explained that they had stopped putting people in jail for not having a license. When traffic arrests were down, the drug arrests were down, since the majority of arrests were made during traffic stops.

Consent Agenda

- 1. Alcohol License – Change in Licensee – Outback**
- 2. Alcohol License – Change in Licensee and License Representative – China Café
Waikiki**
- 3. Alcohol License – Change in License Representative – Wal-Mart**

Plunkett moved to approve the Consent Agenda. Rutherford seconded. The motion carried unanimously.

Old Agenda Items

10-06-03 Consider Variance – 348 Summer Place

Applicant Leslie Rowell, the property owner, addressed Council and said that the argument presented in the staff memo for the meeting was not the same argument presented against his variance request at the last meeting. It appeared that a structure up to 30 inches in height was now allowable under the code. The documentation supported the new claim that, while the flooring of the structure, which was less than 30 inches in height, did not violate the ordinance, the roof and its support structure did.

Rowell referred to two letters attached to the staff memo, one from the former developmental services director (August 4, 1995) and one written by the building official to area builders and developers dated August 10, 1995. The August 4, 1995, letter stated, "My interpretation with respect to a porch, stoop or deck is that if it is 30 inches or more in height and requires a handrail in accordance with the code, it is a structure and cannot encroach. Also, it must be shown on any required foundation survey." Rowell said the letter clearly acknowledged that there had been similar interpretations that the Building Department had to clarify in the past, specifically with structures that encroached into the setback. Rowell said a letter written to select developers a decade ago should not qualify as an amendment to the code. The code remained as vague now as it was then when it was acknowledged by the developmental services director. The letter clearly stated that, "Recently, questions have arisen concerning the interpretation of what type of porches, stoops or decks, if any, can legally encroach into the setback area." The questions arose because he had done exactly what they had done; they built porches that cantilevered into the setback. If the letter amended the code, then the department should adhere to the letter.

Rowell continued that the letter also stated, "it must be shown on any required foundation survey." He pulled some foundation surveys from 2001 for structures that had rear decks that exceeded 30 inches in height and required a hand rail. He said none of the surveys reflected the deck structures. His argument was that selective enforcement was the rule of the day. The letters were the foundation of the enforcement, and he objected to the code being amended that way.

Rowell said the latest argument said the floor structure was fine since it was not 30 inches high, but the roof was not. He had been allowed an administrative variance because the house had encroached six inches into the front building setback when it was constructed 15 years ago. A variance was issued for the foundation, but not for the eave of the house, which was clearly more than 30 inches in height.

Rowell said nothing added up. There was vagueness in the code. The code was as vague today as it was in the past. He wanted what was fair and right. He had spent a considerable amount of money to make his claim that what he was doing was within the code. He was seeking the variance to avoid the next action he would take to do what was right and fair. He asked Council to resolve the issue by granting the variance to avoid any other continuing argument on this issue.

City Attorney Ted Meeker said he had tried to understand all the arguments that were raised, but the argument that two wrongs made a right did not work. He continued that one argument was that others had built it; therefore he should be able to. Rowell had not elaborated on whether any of the structures he had shown to Council were in the setback. Staff had checked the others in the neighborhood and found none encroached in the setback.

Meeker continued that if the question was whether a variance was needed, the answer was yes. He said Rowell was trying to build a structure, and a structure could not encroach into the setback. However, variances were not granted because people wanted to do something. There had to be a need, and Rowell had not proffered any need. He continued that Rowell had not demonstrated any evidence on why he was entitled to a variance under the City's zoning ordinance. In terms of interpreting the codes, Meeker said it was obvious that Rowell had studied them. He continued that the City employed one building official who was charged with interpreting the codes for the City, and he was going to abide by the building official's interpretation.

Rutherford read from the City Planner's memo to Council dated October 26, 2006, with the subject, "Variance request, Lot 75, Foreston Place." She read, "After further review and research, there is only one issue pertaining to this variance request that must be resolved. As shown on the Foundation Survey, the footings for the porch addition do not encroach into the front building setback. The porch framing and associated decking extend approximately three (3) feet into the front building setback." She noted that five feet of the eight-foot porch was fine, but not the three feet that encroached into the setback. Meeker said that, according to the building official, was correct.

Rutherford read further, "The porch framing and associated decking are not considered a structure and can encroach into the setback without a variance. However, the porch roof and

associated framing extend approximately three (3) feet or more into the front building setback as well. Because the roof and associated framing is more than thirty (30) inches in height from finish grade to the top of the roof, it is considered a structure and cannot extend into the front building setback without a variance. Should the Applicant desire to keep the roof as designed, a variance would be required to permit this encroachment." She said theoretically the deck could extend 50 feet into the setback if there were no handrails. Meeker said that was correct. Rutherford said it became a structure because it had handrails and a roof. Meeker said yes.

Plunkett asked Rowell if he planned to put handrails on it. Rowell said no, because handrails were not required under the safety portion of the code. He added that the building code limited the distance that a structure could be cantilevered. Plunkett clarified that the only thing that had to be removed, under the current plan, was a portion of the roof. Meeker said that was correct.

Boone asked how much of the roof was legal. Rowell said it depended on whether it was measured with the foundation or the eave of his home, which was cantilevered over foundation. Rutherford recalled that, at the October 19 meeting, they had discussed that lining the porch up with the garage would be legal. City Planner David Rast clarified that the garage of the home encroached into the setback six inches and was given the administrative variance. He continued that the code allowed eaves to penetrate 12 inches into the setback. Rast noted that other homes in the area had lined the porches up with the garages. He added that the decks in Wilshire Estates were in the back of those homes and were not in the setback.

Plunkett asked if Rowell would be able to put a gazebo-type roof over the porch. Rast said that could not be done and noted that a previous Council had required a homeowner in Wilshire Estates to remove a gazebo that was in the setback.

Rowell said he was not familiar with anything limiting the distance of an eave as related to the setback. Rast referred to attachment A-4 of the staff memo, which referenced Section 704.2 Exterior Walls of the building code, and read, "704.2 Projections. Cornices, eave overhangs, exterior balconies and similar projections extending beyond the floor area shall conform to the requirements of this section...Projections shall not extend beyond the distance determined by the following two methods, whichever results in the lesser projection: (2) More than 12 inches (305 mm) into areas where openings are prohibited." When looking at foundation surveys, Rast continued that was the criteria used to determine if awnings or roof overhangs were in the setback area. The foundation was where the concrete met the ground, and anything above that could not encroach into the rear setback.

Kourajian asked Rowell which argument he wanted Council to consider, the cantilever or the memo. Rowell said the staff memo supported his argument that, then as now, the code was vague on the issue. The developmental services director attempted to clarify the code by writing the letter, but the code was not changed. Kourajian asked Rowell to tell him what part of the code was vague so that he might be swayed to support him. Rowell said it was the argument that the flooring structure did not encroach, but the roofing structure did encroach. The foundation of his home did not encroach, and the eave did not. Those two did not jive with one another. He questioned why the administrative variance only covered the foundation, but not the eave. History had shown it was always measured to the foundation, and a three-foot cantilever was allowed. That was the area of the code Rowell admittedly tried to exploit. The grayness was

supported by the letter. A letter alone did not amend the code. The discrepancy remained, and what he had done remained in the code. Kourajian said it was Rowell's interpretation of the code. He continued that he believed the letter was written to clarify the code, not to establish it.

Rutherford asked Rowell if he had gotten a building permit when he started construction. Rowell said no. Rutherford told Rowell he had created his own problem by not seeking a building permit. She asked Building Official Tom Carty if an employee would have explained what could or could not be done if Rowell had sought a permit. Carty said yes.

Rutherford said there were two choices. Council could deny the variance, and Rowell could bring the structure into compliance, or Rowell could take the matter to court. She agreed with Kourajian that the letter went out to clarify the code to ensure builders were doing the right thing. The fact was that Rowell did not seek permission. Rowell said he stopped construction as soon as he found out a building permit was needed. Rutherford said the question was whether or not to grant a variance, and she did not believe the request met the three requirements for a variance.

Rutherford moved to deny the variance request for 348 Summer Place. Kourajian seconded. The motion carried unanimously.

Rutherford clarified that Rowell would be able to keep the roof if the roof aligned with the existing eave, or he could keep the deck if the roof were removed. Carty said that was correct.

New Agenda Items

11-06-01 Public Hearing – Consider Request from Pathway Communities to Lift the Multi-family Housing Moratorium for a Parcel on Newgate Road

Gene Weatherup addressed Council regarding his plan for low-density senior townhomes. He reminded Council that he requested the moratorium be lifted for a similar project on Petrol Point approximately six months earlier, and the request was turned down. He met with the Development Authority of Peachtree City, who also told him that the plan was not a good fit with Petrol Point and guided him to Newgate Road.

Weatherup continued that he wanted to build a six-building, 21-unit complex. Newgate Road was located off Georgian Park, right behind the Holiday Inn. The parcel was approximately the same size as the Georgian Park Condominiums property, which was on the other side of Georgian Park. He explained the difference between a townhome and a condominium. He said a townhome owner owned the property underneath the home and the yard. The difference between a free-standing home and townhome was that townhomes did not have a side yard between them. A condominium association owned the property in a condominium development, while the homeowner owned the portion of the building the homeowner occupied. There was less density with a townhome development as opposed to condominiums or apartments. Weatherup said it would be very high-end product with elevators, 10-foot ceilings, and two-car garages. They would be designed for people who did not want to, or could not, negotiate stairs.

Weatherup continued that Georgian Park had 52 units on 5.5 acres. His project would have 21 units on 5.6 acres, which was approximately one-quarter of an acre per unit. The density was not very high. The development would not be a good investment for rental property owners since rent for a \$375,000 townhome, plus taxes and insurance, would be \$4,000 per month. There

would also be restrictions on the number of units, usually three, that could be rented at any one time. The townhomes would be high-end homes, not rental properties. There would be low density, high taxes (approximately \$7 million valuation on the property), and probably very few school children. The development would be very secluded, an enclave in the woods.

Lynda Wojcik addressed Council and said she had been against the project on Petrol Point. She had also been against it at Newgate Road at the beginning of the meeting. She asked Weatherup if he planned clear-cut the property, then plant trees. Weatherup said the site had been pre-graded years ago. There would be no clear-cutting, but he would have to cut a few trees. Wojcik said the proposed density was very reasonable and would fit in with the existing area.

Rutherford asked what the current zoning was on the property. Rast said it was GC General Commercial.

Steve Fraas, chairman of the Development Authority of Peachtree City, said that Weatherup had given a very impressive presentation to his board. The project seemed to fit a need in the City and was a great opportunity for the City, if there were no objection from the people around it.

Plunkett had a point of order. She pointed out that the purpose of the hearing was not for approval of the dwellings, but to lift the moratorium so staff and the Planning Commission would be able to look over the plans and to allow the plans to go through the process. Rast added that the lifting of the moratorium applied only to this project and the 5.6 acres.

Kourajian asked Rast how much time the project would take and what were the City's costs. Rast said that was hard to say since the onus was on the applicant. They would essentially be going through the rezoning process. Rutherford added that the necessary rezoning was part of the staff's job.

Plunkett moved to approve the request to lift the multi-family housing rezoning moratorium to allow discussion for the Newgate Road project only. Kourajian seconded. The motion carried unanimously.

**11-06-02 Public Hearing – Consider Annexation and Rezoning of Property on
GA 74 South**

Logsdon noted there were three documents on the dais pertaining to the agenda item – a letter from Fire Chief Stony Lohr, a letter from Police Chief James Murray, and a letter from Larry Turner of WASA. Mike Amos of Group VI addressed Council. He requested Council approve the annexation and rezoning of the 13 acres on GA 74 South from Redwine Road to the current City limits, just south of the Fayette County Animal Shelter. The annexation process had started in July. The Planning Commission approved the plan on October 23 with a 4-0 vote; one of the members was absent. Amos said the plan was very good, and Rast and staff had written a good ordinance that protected not only this property, but the remaining 59 acres along the corridor that formed the natural boundary of the City.

No one spoke in favor of the annexation.

Lynda Wojcik spoke in opposition to the annexation and rezoning. She said Group VI clear-cut the area, which sent a bad signal that developers could do what they wanted, and then come to the City.

Charles Norman asked what the plans were for the other 59 acres in the area. Amos said Group VI had no plans, but that land was part of the natural boundary. He continued that it would take three to four years to complete the plan for this parcel. Group VI had constructed buildings all over the City. This project would be good Class A office space with a high level of landscaping. Rutherford added that they were only looking at the 13 acres involved in this project and could not speak for the other 59 acres.

Rast said staff and the Planning Commission had been working on the annexation and rezoning request for some time. He gave an overview of the property and its location. Rast noted that three tracts had been combined to form the 13-acre parcel, which included a portion of Peeples Lake, wetlands, and a transmission line easement. He had aerial photos from 2004 and early 2006 that showed a significant portion of the property had been cleared prior to Group VI's purchase. Rast noted that during the Step 1 process he had said the property had been clear cut, but that was not the case. Amos said his company had a permit for the trees that had been cut down. The clear area was centipede grass and had been the front lawn of house that had been on the property. Rutherford said the permits had been from the County and might not have been issued in the City. Amos added that when construction began, Group VI did not own the small piece of property that was needed to be able to request annexation.

Plunkett asked what the difference was between the City and County ordinances. As far as the buffers, Rast said the tract fell under the County's transportation corridor overlay, which had more stringent guidelines than other areas of the County. He believed there was a 50-foot landscape strip from the right-of-way required before there could be anything on the property. The County did allow septic fields in that area, but the overlay identified what could go in it. Rutherford asked if the County allowed builders to remove vegetation, then replace it, or if they had to leave what was there. Rast said there was nothing in the County's ordinance to preclude them from removing the vegetation and replacing it. The City had a tree save and landscape buffer that applied to arterials, collectors, and minor collectors throughout the City. In this case, GA 74 was designated as a major arterial. The buffer ordinance required a 60-foot tree save and landscape buffer that could be reduced to 40 feet of natural vegetation.

Amos noted that the Department of Transportation (DOT) required a certain area for the deceleration lane. Kourajian asked if the land for the road widening would be taken from both sides of the road. Rast noted that Melissa Harris of Group VI had met with DOT about it. DOT did not want to encroach further into the property of the Peeples house, so all of the road widening was taking place on the south side of GA 74 in that area. Rast continued that DOT required the deceleration lane for the project be built to their standards. Some clearing was involved with that. There were also some issues with the integrity of a large drainage pipe under the road, and Group VI had to replace that.

Rast noted there were some significant wetlands around the site near the lake. The City's tree save and landscape buffer would be applied so more of the existing vegetation would be preserved, particularly in this area. Boone asked if the vegetation planted would conform to the

City's standards. Rast said it would. When the tree save and landscape buffer was reduced, it had to be replanted and augmented. He continued that he had not gone over the landscape plan with Group VI yet, but they had discussed what was expected in the area and meeting the minimum requirements of the ordinance. Rutherford asked what the buffer was in that area of the site. Rast said it was 50 feet, which met the County's requirements. The portion of the development with the building under construction had been approved by the County, and Group VI had moved forward with construction and the infrastructure as initially approved. The majority of the infrastructure was already in place. One of the conditions that would be imposed on the undeveloped portions, if the annexation and rezoning were approved, was that there would be a cohesive landscape plan for the entire frontage with berming, extensive landscaping, and carpaths. He said the cart path was in the buffer because of the wetlands. It would have had to go over the dam, and permits would have been needed to go through the wetlands. Rutherford expressed concern about golf cart lights and noted the buffer needed to be thick enough so the lights did not create a problem for the traffic on GA 74. Rast said the path would be closer to the parking area, and the berms between it and the right-of-way would be three to five feet tall with landscaping and shrubs.

Rast continued that staff had stressed to Group VI that this development was at the entrance to the City, if it should be annexed. The entrance in that area was nondescript. The Comprehensive Plan Advisory Board wanted to enhance the gateways to the City. This project allowed the opportunity to do that in this area with the building architecture and the landscaping, berming, and signage.

Plunkett said she did not understand why they would not be required to have a 60-foot buffer. Amos noted that they were not asking for approval of a landscape plan. They would come back with that. The other buildings on the drawings were just for master planning purposes at this time. He continued that the reason the buffer could not be 60 feet was because the curb cuts were in place, and there was a 100-foot power easement where the building could not go. Aesthetics were also a consideration. Amos said that, after discussions with staff, a decision was made to go with a 40-foot buffer. Rast said that, according to the buffer ordinance, the developer had the option to decrease the buffer on an arterial from 60 feet to no less than 40 feet. There would be a minimum 40-foot buffer on GA 74, and a 30-foot buffer on Redwine Road. There were not many large trees in the buffer, and the City would be able to require that trees be planted to enhance the buffer. Plunkett said it would be better to have a 60-foot buffer if it were an option. She would rather start at 60 feet, then work down. Amos said they were not opposed to a 60-foot buffer, but they would like the leeway to work that out with staff. They had saved some canopy trees in the upper area. Group VI wanted this development to look like the rest of the City, and they were on board with landscaping to the City's standards or above.

Amos said there were a number of reasons that Group VI wanted annexation for the development. One reason was they would be able to tap into the sanitary sewer system and remove the septic tank that had been installed. He said it was a better public function to have sewer rather than an isolated septic system. He continued that the sewer system would be put in to City and DOT standards. They hoped to dedicate the area where the sewer pipes ran to the City at the appropriate time for WASA to own and maintain. Kourajian noted Group VI could have asked for sewer access without annexation due to the proximity of the system.

Rast said all of the buildings in the development were professional office and medical space. There would be no retail, which had been a County concern. He showed the City and County Land Use maps. The development fit in with both Land Use Plans for the area.

Rutherford asked about the County's design guidelines, and whether the building under construction would fit in with the City. Rast noted that Group VI had to abide by some fairly stringent design guidelines because it was in the County's overlay zone. The guidelines for the overlay zone were as stringent as the City's. He said the City's proposed ordinance for the rezoning was written with some general design guidelines for consistent architecture. Amos pointed out that the County was more stringent in some respects than the City. The County required a residential shingled roof, while the City accepted a flat roof.

Rast said the ordinance before Council was worked on with the applicant and the Planning Commission. The Planning Commission unanimously asked that the ordinance in the agenda package be the one adopted if the property were annexed. The Planning Commission's concerns were addressed by Group VI and incorporated into the site plan.

Kourajian asked about lighting for the development since there was a lot of residential property in the area. Rast said the design guidelines addressed lighting, as well as the proposed ordinance. The type of lights, as well as the location, was addressed. He said it would be similar to the lighting in Wilshire Pavilion.

Kourajian asked if the ordinance addressed hours of operation. Rast said it did not. Amos said he had no problem with the hour restrictions imposed on the Delta Credit Union development. The project would have only businesses, doctors, and dentists. No 24-hour operations were planned. Logsdon asked if there could be an urgent medical facility. Amos said there were no plans at this time. He added that they had already discussed the foot-candles for the lighting with their contractors. Melissa Harris said there would have to be an exemption to the hours in case of medical emergencies. Rast read from the Delta Credit Union rezoning ordinance, "business hours of operation for all tenants within both buildings open to the general public, unless a specific business operated by appointment, shall be limited to 6 a.m. to 9 p.m." Rast said that should still allow a medical office to operate in case of emergency.

Logsdon asked Rast if the County had lifted its objection to the annexation and rezoning. Rast said it had.

Plunkett noted that sewer was not a problem. Rutherford said there was a letter from WASA on the dais, which requested one pump station rather than multiple pump stations. Amos said WASA wanted one lift station for the entire site, not one for each of the three lots. Rast said WASA asked for a specific location in order to capture other parcels in the future.

Rutherford said there was also information from the Fire and Police Departments on the dais regarding how they would be impacted if the area were annexed. She noted that there had been 77 emergency calls to medical offices in the City between January 1, 2006, and October 30, 2006. One of the impacts would be an increase in those types of calls due to the increase in physicians. It also increased the Police Department's zone in that area by three-tenths of a mile. It would also be an area where police officers would be required to get out of their vehicles to

check. They had to consider the increase in public safety requirements. She questioned if the need for services was worth the \$40,000 in tax revenue that would be generated by annexing the tract. She said that did not pay for one firefighter or one police officer. Plunkett asked if there would be a security guard on the premises. Amos said there would not. The tax revenue was based on the construction cost of the buildings. It did not account for any increase in the value or the property's assessment in future years. The total tax impact for the first year was estimated at \$260,000, most of which went to the Board of Education.

Amos said the master plan included four buildings. They had been asked several times if the building had a Peachtree City address, which was important to some tenants. The development would provide medical services in an area where there were none at the time. Rutherford said it would be a medical building whether it was in the City or in the County.

Kourajian said there were several benefits to the annexation, including having a natural boundary on Redwine Road. He liked that the tract would be developed to the City's standards, but the additional cost for services and the taxes was still a question. He could see the benefit for Group VI and the tenants. He asked what the real benefit was for City residents.

Logsdon asked how many buildings would be allowed on the parcel if it remained in the County. Amos said they would be able to put more than four buildings on the parcel in the County, but they would be smaller buildings. Harris said the goal was to do what was best for the environment, and sewer was better than septic. Rutherford noted that they could be on sewer without requesting an annexation since the project was within 500 feet of sewer.

Kourajian moved to grant the request to annex the 13-acre tract from unincorporated Fayette County into Peachtree City, to rezone the property from County OI Office Institutional to the City OI Office Institutional, and to incorporate into the ordinance the same hour structure set for the Delta Credit Union. Boone seconded.

Rutherford said she would vote against the annexation and rezoning. She did not want to set a precedent to start what was wanted outside of the City's ordinances, then seek annexation. They should have sought permission first. Rutherford said people along all the City's borders could request the same thing. Boone disagreed. Kourajian said that, with aerial photography, he realized the area had not been clear-cut as Council had first believed. Every case in the future could be addressed on an individual basis. Approving the request would not set precedent. It was a good addition. Rutherford said it would cost the City more in services than the City gained. Kourajian said it would be easy access for residents on that end of the City. Boone agreed with Kourajian. He said it would be a win-win and would be a good gateway on the southside. Kourajian said it would make the land the City owned in the area more valuable.

The motion carried 4-1 (Rutherford).

11-06-03 Consider Street Resurfacing Agreement with Fayette County

Rutherford asked who paved Peachtree Parkway. Plunkett said she did not want to do business with whoever paved the parkway.

Public Services Director Tom Corbett said it was the typical agreement with the County. The Local Assistance Road Project (LARP) streets had been approved earlier. There were nine LARP streets paved this year with an approximate cost of \$144,000. Rutherford asked if the City had to use the County for those roads. McMullen said no.

Corbett said the contract was strictly based on numbers. The City resurfaced some streets with SPLOST funding this year. Approximately 5.88 linear miles were paved. APAC had done the work for an average cost of \$58,502 per linear mile average. The County paved 7.9 linear miles, and the cost was approximately \$50,852 per linear mile. Funding was available. Rutherford asked which streets the private company had done. Corbett said they had paved the streets on the spring SPLOST list, in the Marks Style area.

Kourajian asked if it was urgent the contract be approved at this meeting. McMullen said it was not. Kourajian asked how many linear miles were to be paved. Corbett said there were nine streets, approximately 2.9 linear miles. Rutherford asked what the cost was to clean up what had not been done correctly. Corbett said it was not a good job. Plunkett said the County was cheaper, which was good, and asked if the County could be required to perform the work at an acceptable standard. If not, she preferred to pay more for a better job the first time. Rutherford suggested going out for bid and to see if the County could do better quality work.

Rutherford moved to deny hiring the County to do the paving and to put it out to bid. Plunkett seconded.

Logsdon asked if the issue had been discussed with the County. Corbett said it had. He had been on the phone with someone every day through the summer. He was told that was the best they could do. They had a machine that had not functioned properly and had not been prepared to do the work. Logsdon said he understood it was an old machine, but they had dumped asphalt on the grass that the City had to pick up. Kourajian asked if there had been the same issues with the private company. Corbett said no. Logsdon was willing to listen to the County if there was a reasonable answer. McMullen said there had also been problems with paving jobs in the past. There had also been an issue with the number of hours they were working compared to the number of hours the City had to wait for them to show up. He said he planned to meet with Lee Hearn, the County's Public Works Director, and Corbett had just completed putting the numbers together on the man hours put in by the City. He clarified that the estimate of \$50,000 per mile was an estimate. They knew the tonnage used, but not how much they paid for the asphalt. Plunkett asked if denying the agreement now would prohibit negotiating with the County in the future if things changed. McMullen said that when LARP funds, which were state funds, were used the County was required to do the work to state standards. The state had an inspector who inspected the work. The work passed the inspection. McMullen said the City had no control over that. Boone asked if the City would inspect the work done by a private company. McMullen said yes.

The consensus from Council was to put the work out to bid. The County could put in a bid.

The motion was approved unanimously.

Kourajian asked when the roads would go out to bid. McMullen said they would bid the LARP roads with the SPLOST list. He did not have an exact date yet. Kourajian noted that this would not slow the work down. McMullen said the work would be done in the summer of 2007.

**11-06-04 Presentation of Proposed Commercial Development on Southside of GA 54
West by Capital City Development and Flexxon**

Logsdon noted there were additional documents on the dais – two drawings of the proposed McIntosh Village South, information on the estimated annual revenues for the proposed shopping center, and a graph showing the estimated revenues/expenses per acre.

Doug McMurrain of Capital City Development addressed Council. Harold Wenal of Flexxon Development also attended. McMurrain noted that the City owned a parcel between his property and Wenal's property. Logsdon said they would take the information into consideration, but would not make any decision at the meeting. There would be a lot of open debate if the project moved forward. McMurrain reminded Council that he met with them in January to discuss development on the southside of GA 54. He developed the Wal-Mart property, and most of the other property in the West Village. He said that, when the overlay district was formed, the vision was that the development on the southside would mirror the northside. Council told him at the earlier meeting that they would prefer one developer. McMurrain said his company had been successful in purchasing some of the tracts, but not others. Flexxon had been a worthy competitor and had closed on the Days Inn and the property to the west. McMurrain had closed on the Joel Cowan property, and he had three other parcels under agreement that would close in 2007.

McMurrain said the plan before Council was not a site plan approval and pointed out that no agreements were in place for any of the boxes. They were merely a representation of a potential type of development. Most of the boxes they were in discussion with would require a special use permit due to the size. McMurrain had approximately 15 acres, and Wenal had approximately 10 acres. The City owned 6.6 acres between the two projects. He continued that they would like to discuss a possible land swap, or the possibility of purchasing the City's frontage property in the area. The most recent comparable would be what McMurrain paid for the Cowan tract, which was a formula Cowan devised. The cost was \$15 per square foot for the frontage up to a depth of 250 feet, \$10 per square foot for the next 150 feet, then \$6 per square foot for the remaining depth. Using the same calculation, McMurrain and Wenal would offer \$2.453 million for purchase or trade for the City's 6.6 acres. He said that was a strong commercial offer from a retail developer. The City's tract would help on the site work as the parcels related to each other. It would finish the West Village. Wenal also offered the portion of his property that included one-third of the lake in the Line Creek Nature Area, which they would donate or swap to the Southern Conservation Trust. McMurrain continued that the City's share of the tax estimates, both sales and property, from the proposed development were valued at \$797,000. McMurrain clarified that he was not asking for site plan approval. If and when that time came, there would be numerous meetings on the actual site plan.

Plunkett asked how big Wal-Mart was. McMurrain said it was 220,000 square feet. Plunkett asked how big the warehouse superstores usually were. She understood they averaged between 135,000 to 155,000 square feet. McMurrain said it depended. Sam's were smaller, while Costco tended to be slightly larger. A Kohl's would be 89,000 square feet. Logsdon asked Wenal what

the other potential stores were. Wenal said he was in negotiations with a furniture store, as well as boutique stores, specialty restaurants, spas, and specialty soft goods.

Logsdon said Council had to discuss the real estate issue. Rutherford asked if the City had to put the frontage property out to bid if the decision was made to sell it. Meeker said yes. He added that a land swap had to be for land of equal or greater value. McMurrain asked if the City could swap six acres of land for 60 acres. Meeker said it was not an acre to acre swap, but real property to real property value. Logsdon said it had to be property the City wanted and needed. Plunkett asked McMurrain if they could accomplish the big box development without the City's property. McMurrain said they could. Logsdon said McMurrain could build several smaller boxes and would only have to go through the Planning Commission. McMurrain said that was true. The trigger was 32,000 square feet, and all those interested were over the trigger point. The lead tenant was Kohl's. He said he would like to see Kohl's in this development since it was soft goods. There were enough hard goods (non-clothing) on the other side of the highway. The other two major anchors interested were a home improvement store and a wholesale club.

Kourajian said his concern was the lake and the nature area behind the proposed development. While he was sure the developers would maintain clearly marked access to the nature area, the City was not in the business of selling or trading property. He liked the idea of one developer, or development team, in the area. He noted that what went in there was a big concern. There were neighborhoods nearby. There were other big boxes in the neighborhood already, and it was a traffic generator that would draw people from a wider area. The closest warehouse club on the east side of the City was in Morrow. He was open to discussion about a land swap or selling property, but he was not committing himself or Council.

McMurrain pointed out that there was a competing project in the next county that was just a few miles down the road that would generate traffic on the City's streets and bring zero tax dollars to the City. Rutherford noted the Lexington Circle had been a grand plan, but what was on the ground was not in the plans. There had been four separate developers. It had been a disaster with developers that had no reason to work together. The Development Authority had taken that on. She preferred a cohesive plan and was pleased they were working together.

Crandall Bray, Wenal's representative, said the Planning Commission seemed to think they could provide continuity for this project with one development theme. Unfortunately for Flexxon, time was of the essence. They were getting ready to apply for the permits to take down the Days Inn. He said Wenal had to start construction soon. Wenal's plans were ready to go one way or the other. He could not wait six months.

11-06-05 Request from Dr. Lois Speaker to Present Council with Data on Phillips Services Corporation

Speaker, a retired chemist, noted that she was discussing the chemical release from the plant that occurred from Memorial Day through the end of June. (A copy of Speaker's PowerPoint presentation is included in the official meeting packet.) She said the symptoms had been all over the place, and it was true that almost no medical doctors were qualified to detect this type of poisoning. When the release happened, the agencies on the ground did not look for ethoprop, but mercaptan. She said mercaptan was chemically similar to hydrogen sulfide, and very smelly. The ethoprop was worse. Ethoprop contained phosphates that directly attacked the nervous

system and could kill insects and humans. It had high toxicity and a very long half-life, which was one of its advantages as a pest killer. The ethoprop was also the probably source of the mercaptan and the illness because as ethoprop broke down, it formed mercaptan.

Speaker continued that Capt. Pete Nelms of the Fayette County Department of Fire and Emergency Services had tracked the release to its source, and he had found PSC employee that had not been working with the material under the proper conditions. That person was in bad shape. She said she had been trying to get specific information from Phillips Services Corporation (PSC) for a while. She found out the specific things she should be looking for and had filed requests for the information with PSC and various government agencies. She said that PSC could also be throwing heavy metals into the environment. It looked like more and more of a problem.

Most of the reports had focused on the odor, but the odor was not what hurt people. To date, PSC had not been able to account for 1,100 gallons of the material that had been treated. Speaker said the results of the samples taken after the release were meaningless. The samples were taken after the material was pumped back into the same tanker it came in, sent to a rail car in Alabama that was full of an assortment of oily organic compounds, and had sat in the sun for 50 days. She noted that PSC reported to Fulton County that they had received three shipments from the Alabama company. They reported that 42 shipments were received to the Environmental Protection Division (EPD). Of the 42, PSC reported they sent four back and treated 38. Speaker said that led to the doubt of what was really happening.

Speaker said that the members of the community task force that had formed since the release had varied expertise, including a retired geneticist. Speaker worked with chemical agents for the Army. They would appreciate any support.

Logsdon asked Speaker if she had seen the letter the City sent to the EPD and the Environmental Protection Agency (EPA) dated October 24 (a copy was on the dais). She said she had read about it. Logsdon gave her a copy.

Kourajian asked Speaker if she had a copy of the health report she had received. Speaker did, and copies were made for Council and the official meeting file.

Plunkett said she understood some pets had died. She asked if any of them had been autopsied. Speaker said she did not believe so. She noted a beekeeper who lived in the area had lost all of his hives this summer, and he had never lost any before.

Logsdon thanked Speaker for the information. Kourajian asked if the EPD, the EPA, or any other agency, had been back out to the site. Speaker said she did not know if they had been back on site, but she had a report from the EPA's onsite coordinator for the July 6 visit. She said they monitored for mercaptan. She did not know what else had gone on, but that was why she filed the "Freedom of Information" requests. Kourajian said he understood that PSC had not filed some kind of report for 16 years. Speaker said PSC had not filed its annual report to Fulton County for 16 years. This particular company had only been in the plant for nine years.

Rutherford said it was interesting that PSC was doing all of that, but no one seemed to know about it. It was also odd that no one did anything when the required reports were not filed. Speaker said PSC had a hazardous waste holding permit, but did not have a hazardous waste handling permit. They had large holding tanks, but did not have a hazardous waste receiving permit.

Kourajian asked what was being done at this point. Speaker said she could say without a doubt that they were very sloppy to lose 1,100 gallons of the foulest stuff on earth. They were not communicating about a process that should be transparent. Decontamination meant disarming. Boone added the EPA had requirements for compliance for government agencies. He questioned what the requirements were for private agencies. Speaker said a retired nuclear arms inspector lived in the City who had made some calls, which was how she got the report from the on-site coordinator. Speaker said PSC received a \$100,000 fine that was paid with a check dated the same day. She had been told that usually did not happen with major corporations unless a lot was being hidden. Rutherford said none of the regulatory agencies had been held accountable. Logsdon said it had exposed that the watchdog agencies had not been doing their jobs.

Council/Staff Topics

Peachtree City Tourism Association Executive Director Lauren Yawn reported on the mixed martial arts event held October 21 at the Amphitheater. She said Capt. Terry Ernst told her that Cory Nestlehutt, the promoter, had done an excellent job. The police visibility and security plan worked well. The auxiliary police were very good with traffic. There were more cars than usual for an Amphitheater event. The patrons were very polite. Fire Marshal John Dailey also reported there had been no trouble on his end. The EMTs answered one call at the cast house. There was less litter than normal. The music did seem louder, but a cd was used. No one called that night with complaints, but she had gotten letters and phone calls prior to the event. Rutherford asked how many tickets were sold. Yawn said 1,665 tickets were sold through Ticketmaster. The event started with a zero ticket base. Because people were not used to the facility, there was some smoking in the wrong areas, but only a few people tried to bring in alcohol.

Kourajian said he attended the event, and it had been very enjoyable. There should be some changes to some of the music if there was another event. Some of the content was not appropriate for the City. The people were pleasant and having a good time. Yawn added that there had been an abnormal amount of interest in season ticket sales, as well as sponsorships. Rutherford said it was good to have an event that would fill seats the local population was not filling.

Rutherford asked for a report on the Clover Reach pool by the December 7 meeting. She asked what was happening with the on/off ramps to the golf cart bridge near Gardner-Denver. City Engineer Dave Borkowski reported that the final construction plans came within the last week, and he needed to review them. Once the plans were approved, they could apply for the wetlands permit, which should take approximately 45 days, and put the project out for bid. He continued that the engineering consultants had recommended the physical construction take place in the spring due to the wet season.

Kourajian reported that he and Rutherford met with Tom Reece, the developer of the McIntosh Village DRI in Coweta County. He asked if the City had received a copy of the traffic study. Rast said he had spoken to GRTA, and GRTA had received the study. It was to be put on a cd, then sent to the City.

Rutherford moved to convene in executive session for threatened or pending litigation and real estate. Boone seconded. The motion carried unanimously.

Rutherford moved to reconvene in regular session. Boone seconded. The motion carried unanimously.

Rutherford moved to deny the ante litem notice for the Cahill lawsuit. Boone seconded. The motion carried unanimously.

There being no further business to discuss, Plunkett moved to adjourn. Kourajian seconded the motion. The motion carried unanimously. The meeting adjourned at 10:59 p.m.

Jane Miller, City Clerk

Harold K. Logsdon, Mayor

Pamela Dufresne, Recording Secretary

City of Peachtree City
COMPREHENSIVE PLAN UPDATE WORKSHOP
Minutes of Meeting
November 7, 2006
6:00 p.m.

The City Council of Peachtree City met in a workshop session on Tuesday, November 7, 2006, at 6:10 p.m. Council Members attending were: Mayor Harold Logsdon, Steve Boone, Stuart Kourajian, Cyndi Plunkett, and Judi Rutherford.

Staff members attending were: City Manager Bernard McMullen, Assistant City Manager/Developmental Services Director Colin Halterman, City Planner David Rast, and City Clerk Jane Miller.

Members of the Comprehensive Plan Advisory Board attending were: Patrick Staples, Elizabeth Keysar, and Phyllis Aguayo. Chuck Micallef and Karen Dembsky attended a portion of the meeting.

(Copies of the PowerPoint presentations on the Comprehensive Plan and the preliminary results of the citizen surveys are included in the official meeting file.) Rast told Council that the members wanted to bring Council up-to-date where the process was. There had been some discussions with Fayette County, the Atlanta Regional Commission (ARC), and the Department of Community Affairs (DCA) that everyone needed to be aware of.

Rast gave an overview of the work to date. The Community Assessment and Community Participation Program were complete. On June 15, Council authorized the transmission of the documents to the ARC and DCA for review. Staff received the review comments on September 22. For the most part, the comments were very favorable, but they did have questions on some areas. Rast said they would be able to use the comments to enhance the documents.

In early September, Rast said there was a rumor that the DCA was revising the submittal requirements and deadlines. Staff met with the ARC, DCA, and the Fayette County planning staff on September 26 to discuss the plan submittal. Representatives from Fayetteville and Tyrone also attended. The schedule had changed. Instead of having the complete plan due by February 28, 2007, the submittal date was changed to 2013. He continued that the DCA and ARC had talked about submitting a partial plan prior to 2013. Rast said he still was not sure what the City was supposed to do. He had spoken with Pete Frisina, the County planner, who relayed that the County was equally confused. Fayetteville and Tyrone were using consultants to do their plans. Because of budgeting, they were moving forward with a full update. However, DCA had informed everyone that they might have to revise the full updates to meet the new schedule, even if they proceeded with a full update now.

Logsdon noted that the new deadlines had been staggered. Rast said the dates were staggered across the state, and DCA said they had not realized what they had done. All of the Comprehensive Plans from throughout the state were submitted to the DCA. The

DCA had to review each plan, send comments, approve all the plans, then authorize each jurisdiction to adopt their plan. The regional planning commissions assisted with the review of the plans; however, the DCA worked with all the areas not covered by a regional commission. They had tried to simplify the process, but had been inundated with plans and were unable to give them the necessary review. Logsdon asked if everyone in the County had the 2013 deadline. Rast said yes to the best of his knowledge. Rast continued that the change in the schedule would not affect the City's Qualified Local Government status as long as the City continued to turn in the impact fee reports and Short Term Work Program (STWP) updates.

Rutherford asked what the change in the deadlines meant to the intergovernmental service agreements, since the Comprehensive Plan was the trigger for any proposed changes. McMullen said the city managers met with County Administrator Chris Venice a few weeks ago. Tyrone City Manager Barry Amos and Fayetteville City Manager Joe Morton were under the impression that when they submitted their plans that it would start the clock ticking on the service delivery agreements.

Rutherford asked if there was legislation that required things be done this way. Rast said it was covered under the Georgia Planning Act. Rutherford asked if the Georgia Planning Act set the date, and the DCA was not able to meet it. Rast said the DCA had the authority to enforce the Georgia Planning Act. Rutherford asked if the legislation itself required comprehensive plans to be updated at 10 years, 15 years, and 20 years. Rast said the legislation established the length of time for plans to be adopted. She clarified that the DCA had the authority to adjust the time frame. Rast said he had been pleased with the DCA comments because they showed they had read the plan, and the comments had been constructive.

Aguayo said the City had a very good plan in place. Unlike most municipalities, the City had always had a plan. She felt the changes in the deadlines were probably more directed at the towns that did not have effective plans. Rutherford said that, without legislation, there were communities that would put a plan in place, and then never look at it again without being forced to do so. She said they should look at the Comprehensive Plan on a regular basis whether it changed or not. It helped the people in place at any time understand the plan. Aguayo agreed. Rutherford said her concern was not so much the plan, but the fact that the update triggered the service delivery agreements. Logsdon said that was the key to whole thing.

Rast continued that the comments from the ARC and DCA focused on issues and opportunities established by DCA criteria and looking at character areas. He noted that the DCA and ARC did not seem to understand the process for the stakeholders. Most communities were doing the community assessment and community participation program at a staff level without citizen input. The City had wanted citizen input. The comments included some ideas about public participation. The City must respond to the DCA's comments prior to moving forward with the Community Agenda. A total re-write was not required, just some additional information.

Rast said 1,100 surveys were sent out, and approximately 50% had been returned. Some were still coming in. Keysar went over the preliminary results of the Citizen Survey. She said they should have set up the database first, then design the questions so they would fit. All of the data that had been collected had to be converted into a numerical format for statistical analysis, which was a large task. There was still a lot of work to be done, so she went over what had been completed so far.

Keysar discussed the sample representativeness, which should be representative of all the residents. The classic problem with online surveys was that only educated people filled them out, which was a sub sample of the real population. The population was any person living in the City, not specifically property owners or business owners. The Community Assessment should show what the population should look like. The survey results were underrepresented in the age groups 18-25 and 26-40 and overrepresented in age groups 56-65 and 66+. Keysar said that, as a social scientist, she felt they should have aggressively sought residents in the underrepresented groups and have them fill out the surveys. They knew that renters comprised 18% of population, so 18% of the surveys were sent to renters. She said they probably should have sent 50% of the surveys to renters, so there would be a more representative sample. Logsdon noted that a large percentage of the 18-21 year olds would be in college. Keysar said the surveys were sent to the head of the household, but she felt those results were not as important as the Household Income question.

Keysar noted that the population was underrepresented on the lower income levels (less than \$19,000 and \$20,000-\$49,000) and overrepresented on the higher end (\$100,000-\$149,000 and over \$150,000). She continued that she was not surprised that most of those who filled out the survey were white, but she was worried about the "Tenure" question. She said that the survey results were very underrepresented by renters. They were expecting one in five of the surveys would come from renters, but the ratio was much less than that. She explained that they had hoped there would be some correlation between the renters, the lower income bracket, and the people who used the cart path as a means of transportation to work inside the City, but not enough renters responded to see if there was one. In general, those who filled out the survey were the head of the house, in the senior citizen age group, and on the higher end of the salary spectrum.

Keysar continued that the three things people liked the most about living in the City were the small community atmosphere, multi-use path system, and the preserved greenbelts. She said there were problems with the question on rating the list of planning issues from very important to not important. The numbers reported were the means. Keysar felt people interpreted the answers on whether they agreed or not, which was not what they were asking. They wanted to know which issues people considered important to the planning process. She noted "expansion of city limits by annexation." She said if it was interpreted strictly by how it was phrased, people did not think it was an important issue. However, it was an important issue based on the answers to other questions.

Keysar noted that the next question, "Over the next 20 years, how would you like to the Peachtree City's population grow?" showed how people felt about annexation. Fifty-four percent said they did not want the population to grow at all. Thirty-nine percent chose the answer, "Continue Residential Growth Until Buildout," and seven percent answered, "Annexation."

Keysar said they also struggled with the wording for the next question – What is your opinion of growth in Fayette and Coweta Counties surrounding Peachtree City? People were either concerned or very concerned and felt more coordination was needed.

Keysar continued that people felt there was enough rental housing, but there were not many responses from renters. Eighty-nine percent felt it was either abundant or adequate. She noted that if there were not enough rental housing, then it became more expensive. The next question addressed whether there were adequate housing opportunities for those in the low-income bracket. Eighty-three percent said it was adequate.

Emergency services were also addressed. Only seven percent felt crime was a major problem; 70% felt crime was problem, but not a major problem. Rutherford noted crime might be considered a major problem now by people who had lived here a long time. Stories about crime were in the paper now. Boone agreed that there was more exposure about crime now. He added that senior citizens felt there was more crime. Rutherford added that there was a large senior population who did not feel as safe on the cart paths as before. Eighty-nine percent felt emergency services were adequate. Keysar continued that, in general, no one wanted alternate transportation.

Residents were asked to answer a series of statements on a scale of 1 (strongly disagree) to 5 (strongly agree). The questions and the averages included:

1. *Market forces should be allowed to dictate residential development trends within the City, 2.32*
2. *Guidelines are needed to control redevelopment of residential areas to maintain the character, 4.3*
3. *More retail development was needed within the City, 2.18*
4. *Existing industrial areas must remain zoned for industrial uses, 4.00*
5. *Access to higher education opportunities should be provided within the City, 3.45*
6. *Additional recreation opportunities are needed within the City that are not dedicated to organized sports, such as passive parks and nature trails, 3.69*
7. *Opportunities for the visual and performing arts should be expanded within the City, 3.60*

Staples asked if any variances were available. Keysar said all they had now was just the raw data. Once the variances were available, they would know if people really agreed or disagreed, and the mean came out in the middle, or if they were neutral.

Keysar went over the cart path data that was available. She noted that the questions had multiple sections, and it was taking a lot of time to compile the answers. There had also been trouble reconciling the surveys with the data, getting the percentages right, and being clear about what was said. Some people marked that they did not use the paths, but later on checked that they used the paths for exercise. There was some confusion regarding trips and use. Those responding to the survey said 25% of their trips in the City were on the cart path. Sixty-three percent said the multi-use path system was important in their decision either to move here or to stay here.

Keysar continued that people were asked how many vehicles and bicycles they had. The mean per household was Cars/Trucks/SUVs, 2.27; Motorcycles/Scooters, 0.09; Golf Carts, 0.75; and Bicycles, 2.12. Ninety-five percent of those who filled out the survey said someone in their household used the path system. Seventeen percent said someone in the household used the path system to get to work. Keysar said the path usage data was still being correlated. There were questions regarding destinations, but she did not have the data.

Keysar said 64% planned to live in the City more than 10 years. As for employment location, 29% worked in the City. McMullen said he was surprised that 50% of the people were either retired or worked in the City.

Keysar said she wanted to ensure the data was good. They had to test the relationship between the demographics and how people responded on the questions before they could adjust the data to be more representative. If it was found that the missing people would have responded very differently in general, then the conclusion could be made that people felt differently based on their tenure. The data was very raw. There were also many written comments that had not been analyzed. Keysar said Cinnamon Mack had entered all the data, and a colleague at Georgia State was helping convert the answers to the numbers needed for analysis.

Staples asked Keysar what the typical response rate was for surveys. Keysar said the typical response rate was 25%. Staples said they should be pleased with that response. Keysar added that there were also the surveys that came in from citizens not in the sample group. She said those should also be analyzed, but she would not have the time to do it. Aguayo said disregarding those surveys would not be fair to those who took the time to fill them out and bring them in. There was a brief discussion regarding that being a possible project for an intern.

Rast went over the Plan Update schedule. He said Fayetteville had completed the full plan and submitted it for review. He was not sure if they had received any comments yet. The County was writing a letter to DCA requesting that the submittal date be changed

from February to June 30, which would give everyone time to figure out what was to be done. Partial updates had to be adopted by June 30. The full updates were due in 2013. The latest information only addressed the partial updates. The deadline for local jurisdictions to adopt the Impact Fee Reports was February 28, 2007. Rast said he was working with Assistant Finance Officer Janet Camburn on the report, which should be on the Council agenda on November 16 or December 7 for submittal approval. The Solid Waste Management Plan must still be prepared, and it was something worked on with the County.

Rast said staff would continue to work with the Comprehensive Plan Advisory Board to incorporate recommendations into the plan. They would continue to coordinate with the ARC and DCA to determine what exactly had to be submitted and when. They would continue to work with other Fayette County jurisdictions on intergovernmental cooperation, the Solid Waste Management Plan, the Service Delivery Strategy, and other areas. They would also continue to prepare the Short Term Work Program and submit it to the ARC and DCA for review.

Rast said he hated that so many things were up in the air. After the first of the year, they would probably request that the Planning Commission go back to its regular schedule of two meetings per month. This would allow the Advisory Board to meet with the Planning Commission when needed so that when it was time to make the recommendations the Planning Commission would be aware of them.

Kourajian asked if there was anything needed from Council. Rast said not at this point, but if it got to the point where they were not getting any answers from DCA on the new schedule then he might need Council's assistance.

McMullen asked Rast when he envisioned an update to the Land Use Map. Rast said they could continue to work on that, and it could be done separately from the Comprehensive Plan. There were some areas that had been identified to consider for a change in the land use designation. McMullen said he felt that was important.

There being no further business to discuss, the meeting adjourned at 7:15 p.m.

Jane Miller, City Clerk

Harold K. Logsdon, Mayor

Pamela Dufresne, Recording Secretary

City Council of Peachtree City
Minutes of Meeting
November 16, 2006
7:00 p.m.

The City Council of Peachtree City met Thursday, November 16, 2006, in the City Hall Council Chambers. Mayor Logsdon called the meeting to order at 7:00 p.m. Other Council Members present: Steve Boone, Stuart Kourajian, Cyndi Plunkett, and Judi Rutherford.

Announcements, Awards, Special Recognitions

Mayor Logsdon recognized Mike Rogers of the Public Services Department for 25 years of service with the City.

Public Comment

Robert Brown addressed Council concerning the traffic on GA 74 North. He encouraged Council to work with Tyrone, Fairburn, and the Department of Transportation to ameliorate the traffic before it got worse. Logsdon asked Brown to call him, at his convenience, to discuss what was being worked on regarding traffic.

Minutes

Rutherford moved to approve the November 1, 2006, special called meeting minutes. Kourajian seconded. The motion carried unanimously.

Consent Agenda

1. Consider Appointment to Fayette County Library Board
2. Consider Station 83 and Station 84 Driveway Improvement Bids
3. Consider Approval of Bid for City Hall Roof
4. Consider Budget Amendments – FY 2006
5. Consider Budget Amendments – FY 2007

Rutherford moved to approve the Consent Agenda. Boone seconded.

Plunkett asked how the appointment to the Fayette County Library Board worked. Rutherford said that Marie Washburn, the proposed appointee, served on the City's Library Commission and would represent the City on the County board, which had members from all the entities. Plunkett asked who recommended the person, and why Council had to approve it. Leisure Services Director Randy Gaddo explained that the County Commission approved the Library Board at that level, and the County Commission required that the City select someone to represent the City. Plunkett said she had no problem with the appointment; it was just different from the normal procedure.

The motion carried unanimously.

New Agenda Items

11-06-06 Public Hearing – Reaffirm Multi-family Rezoning Moratorium

Developmental Services Director/City Clerk Jane Miller addressed Council. She noted that the moratorium was enacted in 1999, which basically prohibited staff from accepting any rezoning applications that sought multi-family use without the applicant first asking Council to lift the moratorium for a specific project. The moratorium expired every year, and Council determined every November whether to reaffirm it. Staff recommended reaffirming the moratorium for 2007.

Robert Brown recommended that the moratorium continue. He asked if there were any requests to waive the moratorium. Rutherford said there had been at least three during the last two years. Plunkett noted there was a request at the November 2 meeting. Brown said the moratorium was achieving its objective and should be continued.

No one spoke in opposition.

Rutherford moved to reaffirm the multi-family rezoning moratorium for 2007. Plunkett seconded. The motion carried unanimously.

11-06-07 Consider Approval of Performance Based Contract with Trane

Public Services Director Tom Corbett addressed Council. He said this was a follow-up to the preliminary report presented a few months ago. The objective had been achieved. They had confirmed and modified some of the savings numbers. He said the City would spend the money one way or the other, either on energy costs or energy efficient equipment. Staff recommended Council accept the findings, approve the contract, and install the energy efficient improvements. Corbett pointed out that Doug Hennen of Trane was at the meeting and was available to answer questions.

Rutherford noted that lights and tankless water heaters were among the replacement equipment. She pointed out that two companies in the City made that equipment. Hennen answered that they would use Rinnai water heaters and Cooper Lighting fixtures.

Rutherford noted that the Tennis Center and Amphitheater were on the list of the City facilities. She questioned whether the City or the Peachtree City Tourism Association (PCTA) was paying for the recommended replacement equipment. She said there should be an agreement with the PCTA to pay for the upgrades at the Tennis Center and Amphitheater. Logsdon questioned if the PCTA was not similar to a management company for those facilities. Rutherford said the PCTA paid the City for services it provided, such as billing, but did not return any money to the City. The PCTA paid for events considered tourism related, such as the July 4th parade. The PCTA paid all the utilities and the bills, and the PCTA would benefit directly from the lower costs.

Logsdon asked if the City would receive any money if the PCTA had a windfall. McMullen said no; it would go into the PCTA's fund reserve. The City was required, by law, to give the PCTA two-thirds of the hotel/motel tax that was collected. Rutherford said the only way the City could give the PCTA less money was to lower the hotel/motel tax. Plunkett said the City could add events if the PCTA made a lot of money.

Logsdon recalled former Council Member Murray Weed, who was also serving on the PCTA, giving the City \$50,000 during a meeting about a year ago. McMullen said the PCTA reimbursed the City for the money spent on tourism events, such as the July 4th fireworks and parade. Prior to that, the money came from the City's General Fund. The City accounted for the money and time spent on those events, then the PCTA reimbursed the City. He added that the PCTA's finance committee wanted to look at formalizing a reimbursement agreement with the City.

Robert Brown asked if there had been a detailed cost benefit analysis on all the improvements. He noted that the payback for a tankless water heater was in excess of 10 years, since water had a low

cost and the tankless units were more expensive than regular water heaters. He asked if the City would get a significant discount on the price since many would be purchased. Rutherford said there was always a better deal when buying in bulk.

Rutherford moved to accept the final report of the energy performance contract prepared by Trane and to execute a performance-based contract with Trane based on the scope of work set forth in the findings. Boone seconded. The motion carried unanimously.

11-06-08 Consider Intergovernmental Agreement with PCAA for Vehicle Maintenance

Corbett said there was a similar agreement in place with the Water and Sewerage Authority (WASA) to maintain their equipment, which had worked well for both entities. The Peachtree City Airport Authority (PCAA) wanted to do the same for approximately nine pieces of equipment, primarily tractors and small dump trucks. Corbett said his department felt they could be worked in. Public Services looked after 560 pieces of equipment, and nine pieces would be a trickle.

Rutherford asked City Attorney Ted Meeker if he had looked over the agreement. Meeker said he had.

Rutherford moved to approve the intergovernmental agreement with the PCAA for vehicle maintenance. Kourajian seconded.

Kourajian asked if the City had any liability if a lug nut fell off. Meeker said the City had full indemnification from the PCAA in paragraph two of the agreement.

The motion carried unanimously.

Kourajian asked Corbett if the PCAA understood that City vehicles had priority. Corbett said they did. He added that everything from the outside worked in a priority arrangement, since a piece of fire equipment obviously had priority.

Rutherford asked if anyone had spoken to Fayetteville about possibly working on its vehicles once the new facility had been built. McMullen said he had gotten the information from Corbett, but had not gotten very far with that yet.

11-06-09 Consider Appointment of Municipal Court Judge to be Effective January 2007

Miller noted that Eric Maxwell, the current judge, had notified that City that he would not have time to serve since he would be taking office as a County Commissioner in January, but he would like to remain as the judge pro hac. The Requests for Proposal (RFPs) had been sent out, and three responded – Stephen Ott, Carlton Jones, and Mary Skene. All three were qualified and had extensive experience. Ott had quoted an hourly rate of \$95 for court and \$115 for after hours. Both Jones and Skene quoted a flat rate of \$115 an hour for all services. Ott had the lowest rate and had also worked for the former City Attorney. Miller said that staff recommended Ott be appointed as the Municipal Court Judge and that Eric Maxwell be appointed as the Judge Pro Hac effective January 1, 2007.

Rutherford asked if there was any conflict of interest for Maxwell. Meeker said he had confirmed with the Judicial Qualifications Commission that this was not a black and white issue. The issue had come up in other jurisdictions, but the judge had always stepped away from the judicial role to avoid the appearance of a conflict. Maxwell would have to judge for himself if there was a conflict. There was nothing specific, but there was a vague duty that a judge should avoid the appearance of a conflict. Logsdon said he had spoken to Maxwell, and Maxwell felt he could continue as the judge without a conflict, but time was a big concern since he would be a new commissioner.

Plunkett asked if the appointment was renewed every year or three years. Miller answered three years. She said if there was conflict, the City could advertise for a judge pro hac. Meeker added that if Maxwell determined there was a conflict, the City could send out an RFP.

Boone moved to appoint Stephen D. Ott as Municipal Court Judge and Eric Maxwell as Judge Pro Hac effective January 1, 2007. Kourajian seconded. The motion carried unanimously.

Council/Staff Topics

Update on Closure of Clover Reach Pool

Gaddo pointed out that Clover Reach was a summer pool open from the end of school to mid-August when school started. There had been a discussion earlier in the year regarding closing the pool. The Recreation staff and the Recreation Commission had reviewed the issue and decided to continue tracking attendance and revenue. The pool was serving a valid purpose, and it would become more useful as the Clover Reach area re-developed. The neighborhood was in the early stages of transitioning from older established residents to families with young children. If that trend continued, more people would use the pool and the playground. The pool had the largest increase this year of the three summer pools in swim lessons and daily walk-ins. There were 930 visitors, which was up from the 570 in 2005. It was also used as a back-up if any of the other pools were contaminated and had to be closed, which happened about once a week. Gaddo continued that the private summer camps, such as the day care centers, used the Clover Reach pool for their programs because it was more contained.

Gaddo continued that there would also be an issue if the pool were closed. The City could not just walk away. There had been discussions about turning it into a spray park, but Gaddo said the neighborhood would not be able to handle the traffic that would generate. At an annual cost of \$21,000, the pool was well worth keeping open.

Boone felt the key was the transition of the neighborhood to younger families. Kourajian said \$21,000 was expensive for 930 visitors, but agreed that it should be watched. Gaddo said another year would give staff and the Recreation Commission time to consider what needed to be done in the event a decision was made to close the pool.

Plunkett said she felt the City did not have to keep the pool open just because someone gave it to the City. Plunkett said, in her opinion, the money would be better spent on other things. It was an expensive luxury and was the size of a postage stamp. Gaddo said that there had been \$3,500 in revenue between the swim lessons and daily visitors.

Logsdon said Clover Reach was an area for focused redevelopment. Closing the pool would not enhance redevelopment. Plunkett said if the pool was part of the revitalization, then money should

be put into it. Now it was costing the City money to run something that was inadequate. Rutherford said the use had almost doubled. She suggested keeping an eye on it. She agreed \$21,000 was a lot to spend on the pool. If the area formed a homeowners association, it might be possible to give the pool to it. Gaddo noted that pools were expensive to operate in general. Rutherford said if it was the only pool in the community, then it would be a different matter. The City had to set priorities.

Proposed Legislative Action Recommendations

Rutherford noted that the Council usually put together a list of proposed legislative action items and notified the legislative delegation of what the City would like to see on the legislative agenda. There were some items that carried over from past years, such as the length of time people served on commissions and authorities.

Plunkett asked if a change to a city school system would be something that could be on the list. She knew some residents planned to bring the issue to the legislators' attention. Logsdon said that the Council, as a governing body, would not want to recommend that. Plunkett said Council should be aware that some members of the community were planning to discuss it with the City's representatives.

Rutherford said she would like to see term limits for commissions and authorities addressed, as well as issues regarding neighboring jurisdictions and water. The County was required to accept septic systems based on a report, and they could not question it. She continued that the County Board of Health was only responsible for certain size septic systems, and the state was responsible for larger ones, which often failed. The developers were bypassing the County.

Logsdon said that Representative Lakly had dropped off a package for each Council Member. The representative was proposing the redistricting of Fayette County so that Virgil Fludd and John Yates would each have a larger geographic portion. The other two representatives had less than seven precincts each, and their hearts were not in representing Fayette County.

Rutherford said inverse condemnation was another issue that Council should be very vocal about. Logsdon said that legislation was expected to drop the first week. There was a meeting with the GMA on November 28 in Fayetteville.

Meeker said his wish list included some proposed amendments to the motorized cart legislation, and the issue with GRTA over the last 12-16 months and clarification of GRTA's authority. He said he understood GRTA's point, but there needed to be clarification of their authority. He referred to the recent DRI approvals in Coweta County that imposed transportation improvements on the City and on Fayette County. He suggested that the approving jurisdictions should be required to enter into the appropriate agreements with other affected jurisdictions before the DRIs were approved.

Logsdon said utility franchise fees were another area since the counties were pushing to get paid the fees, which would happen at the expense of the cities. Meeker said GMA seemed to be handling that issue adequately. Meeker said there were also issues with the cable providers and phone service, which cut into the franchise fees paid by the telephone companies.

Logsdon said the proposal that counties would be able to veto any annexation was also important. He said that bill was expected to drop early also. Meeker noted that everything that did not go through last year would probably come back.

Plunkett asked if there was any information on the landscape plan for GA 54 West. McMullen said RAM Development had submitted the plans for approval. City Planner David Rast would review them. The hardscape installation would start the next week. Plunkett questioned whether the cart path would go in front of the existing buildings. McMullen said that was correct. Rutherford said it had to be landscaped so the bushes were above cart headlight level.

Kourajian asked what was happening with the Line Creek Nature Area. McMullen said Kourajian had asked him to review ownership of the land in the area. He went over a map, which was included in the official meeting packet, and who owned the parcels. Kourajian said that, based on the e-mails people were sending, people thought the City was selling the nature area. He clarified that was not happening. Rutherford said people had asked about exceptions to the big box ordinance. She clarified that there was no request for land swap yet, and there was no proposal for an exception to the big box ordinance. Kourajian said there were three things discussed at the November 2 meeting – the two developers were considering working together on the area, they asked if Council was willing to consider the possibility of a land swap, and when the developers did move forward, they would garner citizen input. Plunkett added that Council made it clear that they were only listening to the presentation.

Kourajian asked if the City had received the traffic study on the McIntosh Village DRI. McMullen said it had been received, and they had tried to look at the cd. An e-mail was sent with instructions on how to open the cd. Plunkett asked McMullen to send his comments after he completed his review.

Rutherford moved to convene in executive session for threatened or pending litigation, a real estate matter, and a personnel issue. Boone seconded. The motion carried unanimously.

Rutherford moved to reconvene in regular session. Boone seconded. The motion carried unanimously.

There being no further business to discuss, Rutherford moved to adjourn. Plunkett seconded the motion. The motion carried unanimously. The meeting adjourned at 9:44 p.m.

Jane Miller, City Clerk

Harold K. Logsdon, Mayor

Pamela Dufresne, Recording Secretary

City Council of Peachtree City
Minutes of Special Called Meeting
November 29, 2006
6:30 p.m.

The City Council of Peachtree City held a Special Called Meeting on Wednesday, November 29, 2006, in the City Hall Council Chambers. Mayor Logsdon called the meeting to order at 6:35 p.m. Other Council Members present were: Steve Boone, Stuart Kourajian, Cyndi Plunkett, and Judi Rutherford.

The purpose of the meeting was to consider a bond resolution and agreements regarding the Development Authority of Peachtree City (DAPC) and a construction contract for site grading and drainage at the Peachtree City Tennis Center.

Logsdon noted that City Manager Bernard McMullen and City Attorney Ted Meeker were finishing an earlier meeting with the DAPC and should arrive soon.

Plunkett moved to adjourn the meeting until the City Attorney and City Manager finished their meeting with the DAPC and arrived. Rutherford seconded. The motion carried unanimously.

At 6:46 p.m., Rutherford moved to reconvene the meeting. Plunkett seconded. The motion carried unanimously.

Meeker addressed Council. He said Council was to consider a proposed transaction, which included the revenue bond issue as well as settlement agreements with respect to the DAPC lawsuits. Staff had spent a considerable amount of time going through the DAPC records to track expenditures for capital projects. Peachtree National Bank had claimed that the loans were made for capital improvements, rather than other expenditures. Staff had been able to track the DAPC's capital expenditures and offset the amount with funding provided by the City during the 10-year period the DAPC operated the venues. They arrived at a number, and there were negotiations with the bank, which resulted in the proposed settlement.

Meeker continued that the issues with Group VI and Foley Design Associates dealt with Phase 3 of the Tennis Center. The amounts included the principal amounts that were claimed less a credit that would be given to the City with respect to some remedial work required to take care of the drainage issues at the Tennis Center.

Bond Attorney Earle Taylor explained the transaction. The City currently owned the Amphitheater and the Tennis Center. The City would sell the venues to the DAPC, which was authorized to buy the assets by virtue of the changes to development authority law made by the state legislative. To raise the money to buy the venues, the DAPC would issue a revenue bond with RBC Centura Bank in a private placement transaction. It was a taxable bond bearing interest of 5.93% over 10 years.

Taylor continued that the City would take the proceeds from the sale of the venues to the DAPC and settle the lawsuit claims with Peachtree National, Group VI, and Foley. The City would then agree to buy back the Tennis Center and Amphitheater from the DAPC for installment payments on the purchase price equal to the debt service payments on the DAPC's revenue bond. The DAPC would immediately convey the titles to the venues back to the City so that at the end of the day of closing the City would have sold the venues to the DAPC and bought the venues back from the DAPC. There would be a deed from the City to the DAPC, then the DAPC would deed the property back to the City so the City would then own, operate, and manage the venues just as it was currently done.

Taylor said the City would be left with an obligation to make installment payments on the purchase price over the 10-year term of the bond equal to debt service payments on the bond. The DAPC would collaterally assign to RBC Centura Bank its rights in that agreement of sale entered into with the City so that RBC Centura Bank, in the event of a problem over the life of the bond, could enforce the contract in the name of the DAPC against the City to have the City make the payments. The City's obligation, under the agreement of sale, would be an absolute and unconditional obligation backed by the City's full faith and credit and taxing power.

Taylor continued that they were able to convey the venues from the City to the DAPC and buy them back pursuant to the intergovernmental contracts clause of the Georgia constitution, which allowed two government bodies such as the DAPC and the City to contract with one another in this manner. The transaction structure was devised in order to carry out the settlement.

Logsdon said it had been a long process. This was not a good chapter in the City's history. He did not know if there was a right decision, but this was the best decision for the City, in his opinion.

Steve Brown, former mayor, said it was a done deal. There was no easy way to take out garbage, but it had to get out of the house sometime. He asked Council to reconsider taking the Council Member off of the Peachtree City Tourism Association (PCTA). He noted that was how the City had gotten into this situation in the first place. The accountability had broken down. There was no harm in having a Council Member serve on the PCTA because the Council Member would be in every executive session and would be responsible for reporting back to the other Council Members.

Logsdon asked Brown if he felt a Council Member should serve on all the City's authorities and commissions. Brown said he would not have a problem with that at all. He noted that the Peachtree City Airport Authority (PCAA) had had its own problems recently. Sometimes those boards needed guidance, and a Council Member could be a rational voice from another entity who also had access to legal and financial expertise. Rutherford said every Council had the opportunity to make the authorities accountable. If a Council chose not to do that, then what happened happened. Council Members had the opportunity to attend the other boards' meetings and to have them make presentations to Council. Several Councils chose to not hold the DAPC accountable. She questioned why there would be a need for the authorities if a Council Member served on each one. The accountability came back to Council.

Juan Matute said Council needed to be more transparent. The notice for the special called meeting had gone out the day before Thanksgiving, when many residents had gone out of town. The perception was that Council was trying to get around the residents. He questioned the City's liability for the DAPC's loans. Logsdon said the intent had been to give a week's notice for the meeting, and Thanksgiving happened to be in the way.

Dave Gardner told Council he was glad it was over. He asked what safeguards would be put in place if a Council Member did not serve on committees and authorities. He asked if there was a ceiling on the amount of debt the entities could enter into. Meeker said the process had been educational for the City and the local business community in terms of how local governments were to transact business. At this point, whether it was the DAPC, WASA, or the PCTA, there typically had to be some backing from the City for any bond issues. Since the matter came to the forefront, bank loans were now going through different channels. There were safeguards in place. Now it was a question of better oversight by Council, the authorities, and everyone involved. Logsdon said the awareness of the Council and the authorities was better now than in the past. Rutherford added that the DAPC had also been in a unique situation at that time as far as the bank loans since one of the DAPC members was president of the bank, and things had happened that might not have happened otherwise. The safeguards were in place and had been addressed.

The discussion continued from the audience. Gardner asked if a member of Council could attend executive sessions of any of the City's boards. Plunkett said they could attend meetings, but only the members could attend executive sessions. Rutherford said the purpose of an authority was to run things the City should not directly run. If a Council Member sat on an authority, the authority was not conducting business. WASA conducted a business and billed the City for services just as it billed everyone else. A board with a Council Member serving on it could wind up making political decisions not business decisions. Gardner said a volunteer with special interests was dangerous. Rutherford agreed, and added that was one reason why the applicants were interviewed, and the interview panel tried to ask those kinds of questions. Kourajian said that was also the reason there were interviews for anyone who was re-appointed, and that the terms were set.

Brian Dingivan asked what mechanisms were in place to ensure the venues were profitable and would not cost the City further. McMullen said, in terms of guarantees, they were businesses. The PCTA worked on profitability every day. He continued that he and Finance Director Paul Salvatore served on the PCTA's Finance Committee, which met monthly with the executive director and her staff to ensure they complied with the budgets, which were more detailed than in the past. There were no guarantees, but everyone worked very hard to make the venues profitable. The venues had been profitable since they had been run by the PCTA; a majority of the profit had been reimbursed to the City for any tourism-related events, which had happened for the three years the PCTA had managed the facilities.

Rutherford said that the PCTA budget revenue was comprised of the hotel/motel tax, Tennis Center membership fees, and Amphitheater ticket sales. She said, while the City was reimbursed for the tourism-related events, it did not guarantee that either venue made a profit. One of the

philosophical discussions every community faced was whether recreational facilities supported by tax dollars should make a profit or cover their own costs. Part of the problem with the Tennis Center was the perception it was a private club rather than a public recreational facility. She noted the cost to run all the pools was over \$1 million, and the offsetting revenue was not \$1 million. Logsdon added that the cost to run the Kedron Fieldhouse and Aquatics Center alone was over \$1 million annually, and that was not recouped.

Taylor said there should be a motion to adopt the authorizing resolution, which authorized the City to enter into the agreement of sale with the DAPC and to enter into a settlement agreement with Peachtree National Bank and into a settlement agreement with Group VI and Foley. The DAPC would also be a party to those settlement agreements, and the DAPC had authorized all in the earlier meeting.

Rutherford asked Meeker if he was comfortable with all the paperwork. Meeker said he and Taylor had drafted everything.

Rutherford noted the draft and final version of the authorizing resolution was on the dais. Rutherford questioned the \$36,000 that was to be held in escrow. Meeker said that money was being held in escrow pending completion of the drainage work at the Tennis Center. If Group VI failed to complete the work, that money would be used to get the work done.

Logsdon moved to adopt the authorizing resolution. Kourajian seconded. The motion carried 4-1 (Rutherford).

Meeker referred to the proposed construction contract for the drainage work at the Tennis Center. The original estimate was approximately \$80,000. The contract price had been reduced to correspond with the offset that corresponded to the money held in escrow. The City was receiving a credit for that amount.

Rutherford asked for clarification. Meeker explained that there were some extras that were needed. The \$36,000 was the reduction in the contract price from the original price of approximately \$87,000. The contract Council was to consider was for approximately \$52,000. The \$36,000 was to be withheld pending completion of the contract. The City was paying the money under the terms of the settlement agreement, but was withholding that portion of the payment. The scope of the project was larger than \$52,000 based on the cost estimate. Rutherford asked if the \$52,000 included the extra work the City wanted done. Meeker said it included the extra work and the remedial work. McMullen continued that the City was settling with Group VI for \$180,000. The estimate of the work at the Tennis Center was \$87,000, which was a total of \$267,000. Of the \$180,000, the City was holding back \$32,605 of the \$87,000.

Rutherford moved to approve the construction contract with Group VI and Foley Design for \$54,587.80. Boone seconded. The motion carried unanimously.

Rutherford said that, before the escrow money was released, there should be a report on the work to Council, and nothing was to be paid until it rained.

With no other business to discuss, Rutherford moved to adjourn the meeting. Kourajian seconded the motion. The motion carried unanimously

The meeting adjourned at 7:20 p.m.

Jane Miller, City Clerk

Harold K. Logsdon, Mayor

Pamela Dufresne, Recording Secretary

ADMINISTRATIVE SERVICES MONTHLY REPORT

For Month of: October 2006

	<u>September-06</u>	<u>October-06</u>	<u>FY 2007 YTD</u>	<u>FY 2006 YTD</u>
<u>Human Resources</u>				
Workers Compensation Claims Filed	2	3	3	0
City Vehicle / Equipment Accidents	2	1	1	2
Lawsuit Legal Fees	\$2,670.19	\$9,214.88	\$9,214.88	\$8,494.95

Municipal Court

Fines Collected	\$102,975.00	\$107,680.00	\$107,680.00	\$117,285.60
Online Transactions	107	118	118	140
Citations Closed	484	451	451	622
Jail Fund Balance	-\$634.52	\$2,272.04	\$83,200.77	\$71,336.83

** Approximately 33% of the Municipal Court Fines Collected reflect mandated add-ons that pass through to State and other agencies.*

*** A positive Jail Fund Balance reflects a credit with the County based on jail fees paid versus number of prisoners housed*

Public Information

New Businesses Registered	33	36	36	20
Public Contacts, Questions & Complaints	83	81	81	70

2006 City Event Calendar

	<u>November</u>	<u>December</u>
		12/2 – Hometown Holiday, 6 pm at The Fred; Christmas Tree lighting at City Hall at approximately 8 pm 12/7 – City Council Meeting, 7 pm 12/5 - City Council Workshop (Tentative), 6:30 pm 12/21 – City Council Meeting CANCELLED 12/25 & 26 – Christmas Holiday – City offices closed.

2007 City Event Calendar

<u>January</u>	<u>February</u>	<u>March</u>
1/01 – New Years, City offices closed 1/02 - City Council Workshop (Tentative), 6:30 pm 1/4 – City Council Meeting, 7 pm 1/15 – MLK Day, City offices closed 1/18 – City Council Meeting, 7 pm	2/1 – City Council Meeting, 7 pm 2/6 - City Council Workshop (Tentative), 6:30 pm 2/15 – City Council Meeting, 7 pm	3/1 – City Council Meeting, 7 pm 3/6 - City Council Workshop (Tentative), 6:30 pm 3/15 – City Council Meeting, 7 pm
<u>April</u>	<u>May</u>	<u>June</u>
4/3 – City Council Workshop (Tentative), 6:30 pm 4/5 – City Council Meeting, 7 pm 4/16 – Tour de Georgia begins in Peachtree City 4/26 - City Council Meeting, 7 pm	5/4 - City Council Workshop (Tentative), 6:30 pm 5/6 – City Council Meeting, 7 pm 5/17 - City Council Meeting, 7 pm 5/28 – Memorial Day, City offices closed	6/5 – City Council Workshop (Tentative), 6:30 pm 6/7 - City Council Meeting, 7 pm 6/21 - City Council Meeting, 7 pm
<u>July</u>	<u>August</u>	<u>September</u>
7/3 – City Council Workshop (Tentative), 6:30 pm 7/5 – City Council Meeting, 7 pm 7/19 – City Council Meeting, 7 pm	8/2 – City Council Meeting, 7 pm 8/7 – City Council Workshop (Tentative), 6:30 pm 8/16 – City Council Meeting, 7 pm	9/4 – City Council Workshop (Tentative), 6:30 pm 9/6 – City Council Meeting, 7 pm 9/20 – City Council Meeting, 7 pm

Note: Items in **BOLD** are new additions

Updated 11/30/06

**PEACHTREE CITY BUILDING DEPARTMENT
FY 2007**

	Sep-06	Oct-06	Fiscal Y-T-D 2007	Fiscal Y-T-D 2006
DEVELOPMENT PERMITS:	6	7	7	10
BUILDING PERMITS:				
Single Family Residential	6	4	4	18
Multi-Family Residential	0	0	0	0
Misc.-Pools/fences/additions	42	43	43	39
Commercial/Industrial	12	13	13	10
TOTAL INSPECTIONS:	562	536	536	520
CERTIFICATE OF OCCUPANCY:				
Residential	11	12	12	7
Commercial	10	10	10	3
Multi-Family Residential	0	0	0	0
CODE ENFORCEMENT:				
Sign Violations	118	376	376	547
Rehab	20	20	20	11
Notice of Violations	367	287	287	133
Citations	14	3	3	1
Stop Work Orders	23	6	6	7
Complaints From Citizens	2	17	17	18
PERMIT FEES COLLECTED:	24,551	27,641	27,641	95,763
POPULATION:	36,064	36,089	36,089	35,828
Based on 2.09 of completed occupancy				

CITY OF PEACHTREE CITY
GENERAL GOVERNMENTAL FUNDS BUDGET COMPARISON (UNAUDITED)
FOR ONE MONTH ENDED OCTOBER 31, 2006

PERCENTAGE OF BUDGET YEAR COMPLETED 8.33%

GENERAL FUND REVENUES BY MAJOR CATEGORIES				
Description	2007 Budget	YTD Actual	Dollar Difference	Percentage To-Date
General Property Taxes	\$ 10,094,474	\$ 845,434	\$ (9,249,040)	8.38%
Franchise Taxes	2,191,127	2	(2,191,125)	0.00%
Local Option Sales Tax	7,046,292	626,201	(6,420,091)	8.89%
Other Sales & Use Taxes	652,642	49,753	(602,889)	7.62%
Business Taxes	2,086,038	1,687,095	(398,943)	80.88%
Licenses & Permits	956,294	49,636	(906,658)	5.19%
Grants	378,366	22,835	(355,531)	6.04%
Charges for Services	1,177,313	36,779	(1,140,534)	3.12%
Fines & Forfeitures	1,140,817	108,233	(1,032,584)	9.49%
Investment Income	428,565	43,521	(385,044)	10.16%
Other Revenue	9,227	9	(9,218)	0.10%
Other Financing Sources	407,943	32,825	(375,118)	8.05%
Total General Fund Revenues	\$ 26,569,098	\$ 3,502,323	\$ (23,066,775)	13.18%
Surplus Carryover	449,574	-		
Total General Fund	\$ 27,018,672	\$ 3,502,323		

GENERAL FUND EXPENDITURES BY DIVISION AND/OR TYPE				
Division and/or Type	2007 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Administrative Services	\$ 1,499,573	\$ 100,437	\$ 1,399,136	6.70%
Developmental Services	1,648,507	111,149	1,537,358	6.74%
Financial Services	895,237	74,489	820,748	8.32%
Leisure Services	4,916,774	327,042	4,589,732	6.65%
Public Safety	10,778,922	669,051	10,109,871	6.21%
Public Works	3,907,676	224,331	3,683,345	5.74%
Council Contingency	100,000	-	100,000	0.00%
Non-Profit Organizations	20,000	-	20,000	0.00%
Transfer to Development Authority	35,000	35,000	-	100.00%
Transfers to Other Funds	3,371,202	70,064	3,301,138	2.08%
Liability Insurance	80,835	-	80,835	0.00%
Legal Services	162,880	-	162,880	0.00%
General Administration	75,000	-	75,000	0.00%
Other	(472,934)	-	(472,934)	0.00%
Total General Fund	\$ 27,018,672	\$ 1,611,563	\$ 25,407,109	5.96%

HOTEL/MOTEL FUND REVENUES				
Description	2007 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Total Hotel/Motel Taxes	\$ 1,092,291	\$ 86,705	\$ (1,005,586)	7.94%

HOTEL/MOTEL TRANSFERS OUT				
Type	2007 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Transfer to General Fund	\$ 364,097	\$ 28,902	\$ 335,195	7.94%
Transfer to Tourism Association	728,194	57,803	670,391	7.94%
Total Hotel/Motel Transfers Out	\$ 1,092,291	\$ 86,705	\$ 1,005,586	7.94%

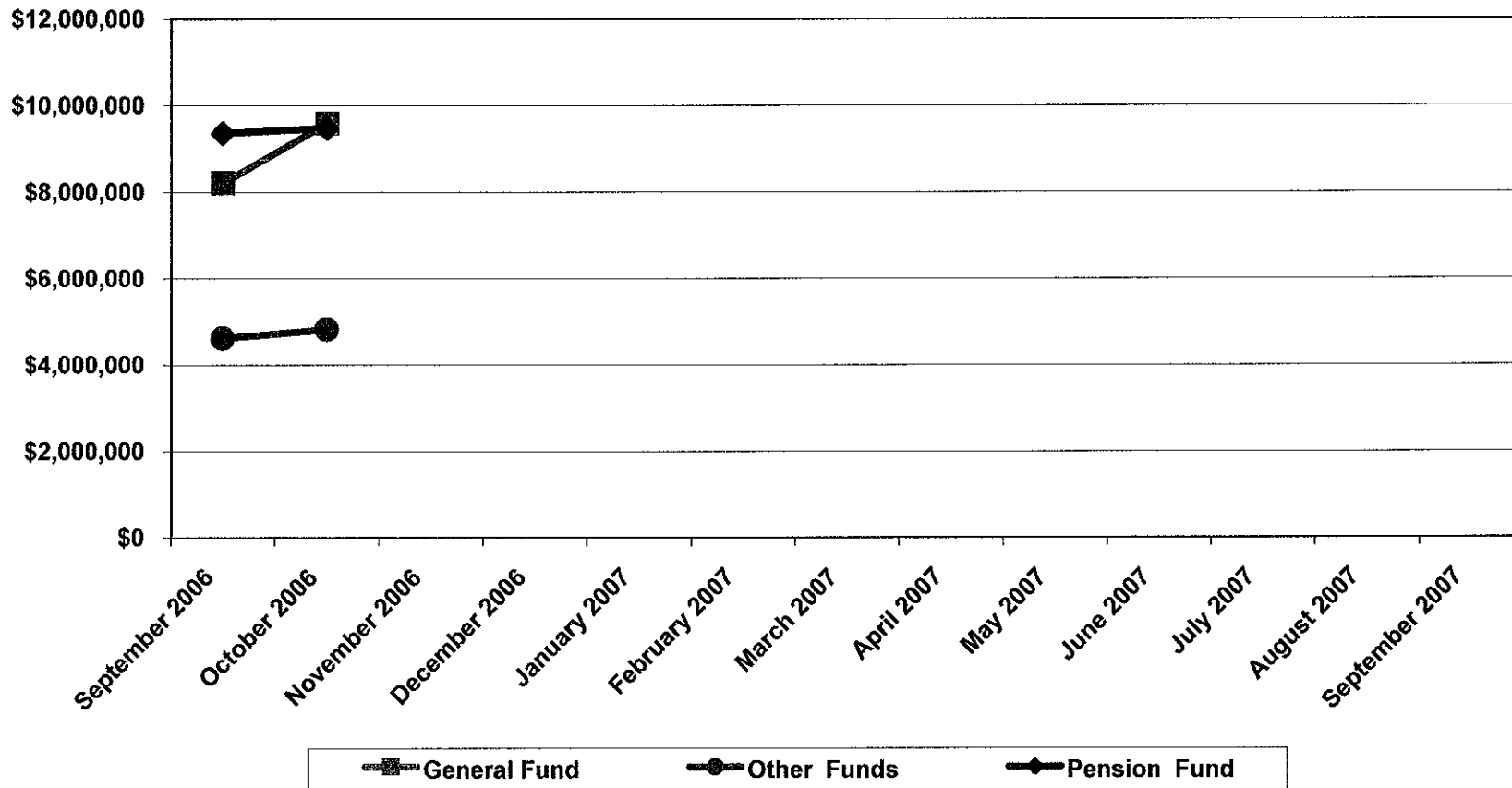
CITY OF PEACHTREE CITY
FINANCIAL SERVICES MONTHLY REPORT (UNAUDITED)
AS OF OCTOBER 31, 2006

SUMMARY OF MAJOR EXPENDITURES BY CITY MANAGER OCTOBER 2006			
Description	Vendor	Award	Date
Engineering Report - Stormwater	Integrated Science & Engineering	\$ 10,000.00	10/10/2006

PURCHASING REPORT FOR MONTH ENDED OCTOBER 31, 2006 AND OCTOBER 31, 2005		
Activity	Fiscal Year 2007	Fiscal Year 2006
Purchase Orders / Requisitions Processed	417	385
City Store Requisitions Processed	10	10
Sealed Bids Requested	11	3
Requests for Proposals	1	1
Bids Awarded	2	2
Requests for Proposals Awarded	0	1
Contracts Prepared	0	1
Fixed Assets Purchased	2	5

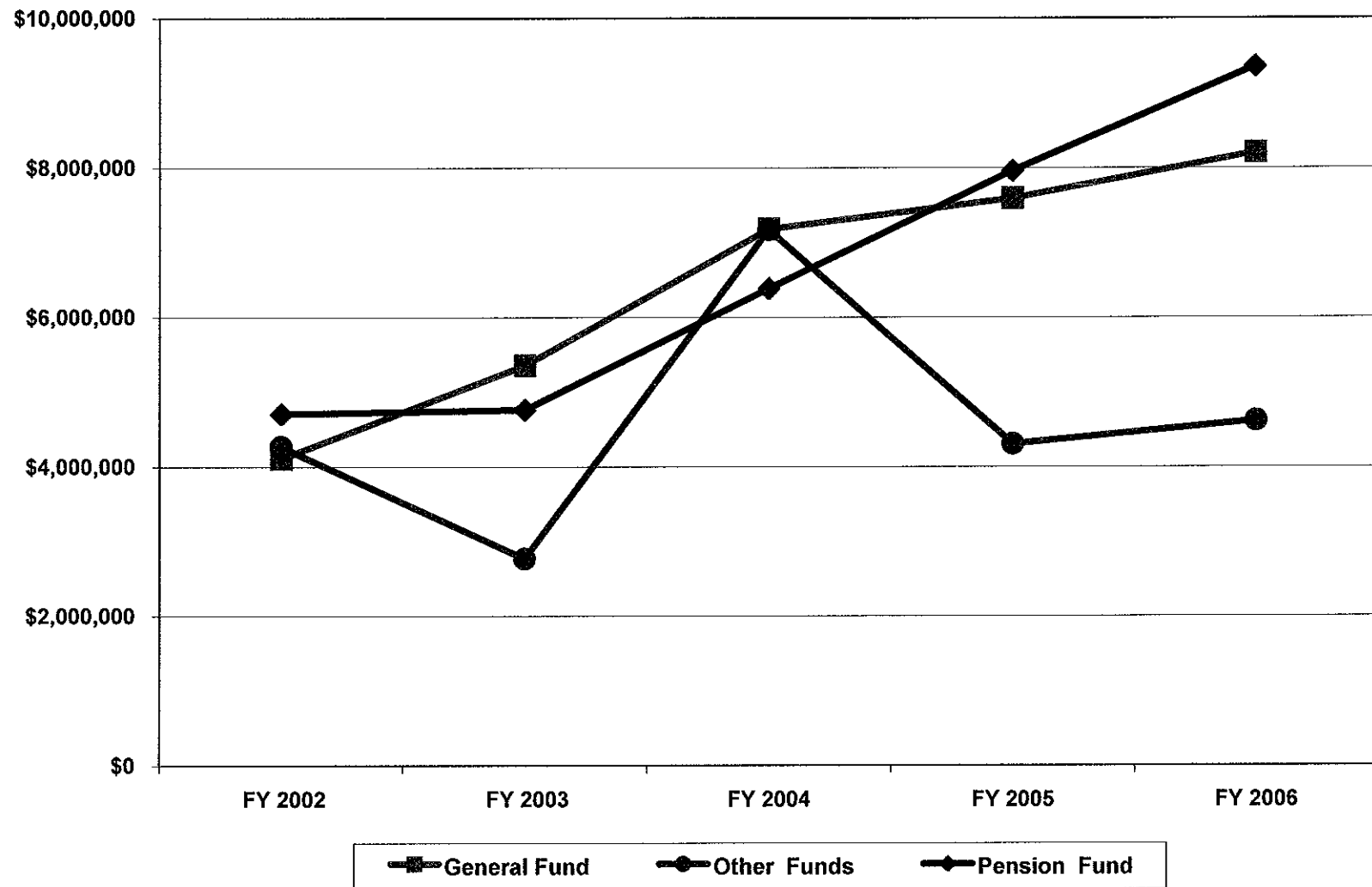
INFORMATION TECHNOLOGY REPORT OCTOBER 2006 AND YEAR-TO-DATE		
Activity	Current Month	Fiscal Year 2007
Work Orders Created	113	113
Work Orders Closed	109	109
Work Orders Open	3	3
Project Work Orders	108	108
Technical Support	100	100
Website Visits	54,084	54,084

**CITY OF PEACHTREE CITY
FISCAL YEAR 2007
MONTHLY ENDING CASH/INVESTMENT BALANCES
(UNAUDITED)**



Note: Other Funds include Special Revenue Funds, Capital Projects Funds, Debt Service Funds, Proprietary Funds (including the Stormwater Utility Fund), and Agency Funds.

**CITY OF PEACHTREE CITY
ANNUAL ENDING CASH/INVESTMENT BALANCES
(2006 UNAUDITED)**



Note: Other Funds include Special Revenue Funds, Capital Projects Funds, Debt Service Funds, Proprietary Funds (including the Stormwater Utility Fund), and Agency Funds.

**PEACHTREE CITY FIRE/EMS DEPARTMENT
2007 MONTHLY REPORT**

	Sept. 06	Oct. 06	2007 Y-T-D	2006 Y-T-D
FIRE/ACCIDENT CALLS				
Actual Residential Fires	1	0	0	3
Actual Business/Industrial Fires	2	1	1	1
¹ Rescue/EMS Assist	145	163	163	145
¹ Vehicle/Golfcart Accidents	20	13	13	22
¹ False Alarms	29	35	35	19
² Other	14	23	23	27
Total Engine Response	211	235	235	217
 Dispatched Fire Calls	 51	 68	 68	 57
 Response Time Fire	 5:01	 5:11	 5:11	 4:37
 RESCUE/EMS				
Trauma	43	29	29	63
Medical	134	128	128	81
Total # Patients	177	157	157	144
 Patients Transported	 91	 89	 89	 56
 Dispatched EMS Calls	 160	 164	 164	 161
 ⁴ Total Medic Response	 237	 235	 235	 186
 Response Time EMS	 4:35	 4:38	 4:38	 4:41
 Dispatched Fire/EMS Total	 211	 232	 232	 218
 EMS BILLING				
Patients Billed	75	67	67	63
 Revenue Generated	 28,643	 24,894	 24,894	 25,595
 ³ Total Revenue Received	 23,219	 11,532	 11,532	 27,450

¹Previously categorized as Other

²Other miscellaneous responses; gas and water leaks, hazmat spills, etc.

³Revenue Received on All Outstanding Accounts

⁴Includes Fire Assist Responses

LEISURE SERVICES MONTHLY REPORT

Sep-06

<u>Activity Description</u>	<u>Unit</u>	<u>Oct. 2006</u>	<u>FY 2006 YTD</u>	<u>FY 2005 YTD</u>
Library				
Books Circulated	number	n/a*	*	*
Internet Usage	visits	3,994	3,994	2,091
Computer Lab Use	hours	34	34	22

***Numbers not available due to conversion to Evergreen Software**

Recreation

Class/Program Revenue	\$	\$4,095	\$4,095	\$4,535
Playing Surface Mowing	hours	483	483	478
Playing Field Preparations	hours	427	427	420
Building Maintenance	hours	480	480	467
Safety Inspections	visits	50	50	50
Litter Removal	hours	284	284	304
Complaints answered	number	1	1	0

PEACHTREE CITY POLICE DEPARTMENT

2006 MONTHLY REPORT

	SEPTEMBER 06	OCTOBER 06	2006 CYTD	2005 CYTD
PART I CRIMES				
Criminal Homicide	0	1	2	0
Rape	1	0	2	3
Robbery	0	1	5	2
Aggravated Assault	1	0	6	5
Arson	0	0	1	6
Motor Vehicle Theft	5	7	56	47
Theft	19	23	232	207
Burglary	2	6	29	21
TOTAL PART I CRIMES	28	38	333	291
ALCOHOL/DRUG ARRESTS				
DUI – TOTAL	12	21	195	195
DUI – ADULT	11	20	174	177
DUI – UNDERAGE	1	1	21	18
MINOR IN POSSESSION OF ALCOHOL	3	2	54	78
DRUG ARRESTS:				
MARIJUANA	2	5	54	67
METHAMPHEDIMINE	0	0	5	29
COCAINE	1	0	4	4
OTHER (opium, etc)	0	0	3	0
ARRESTS				
PROPERTY CRIMES	12	14	126	93
PERSON CRIMES	5	8	51	60
CITY ORDINANCES	19	37	353	489
TRAFFIC OFFENSES	56	56	573	429
OTHER	41	37	418	447
AVERAGE RESPONSE TIME	5.51	5.55	5.52	5.69
CALLS ANSWERED	5,607	5,345	59,300	63,827

TRAFFIC

CITATIONS ISSUED	446	552	5,816	6,413
WARNINGS	484	545	4,748	4,701
ACCIDENTS	87	102	911	968

TOP 5 ACCIDENT LOCATIONS – MONTH

HWY 54 / HWY 74	7
HWY 74 / PEACHTREE PARKWAY	3
HWY 74 / KELLY DRIVE	3
HWY 74 / CLOVER REACH	3
HWY 54 / PEACHTREE PARKWAY	2

TOP 5 ACCIDENT LOCATIONS – Y T D

HWY 54 / HWY 74	53
HWY 54 / COMMERCE DR	41
HWY 74 / CROSSTOWN DRIVE	25
HWY 54 / PEACHTREE PARKWAY	19
HWY 54 / HUDDLESTON DR	16

PUBLIC SERVICES MONTHLY REPORT

OCTOBER 2006

<u>Activity Description</u>	<u>Unit</u>	<u>October - 06</u>	<u>FY 2007 YTD</u>	<u>FY 2006 YTD</u>
Street Patching	Hrs.	191	191	423
Street Crack Sealing	Hrs.	0	0	0
Drainage Maintenance	Hrs.	742	742	429
Street Sweeping	Hrs.	23	23	31
Cart Path Paving	Ft.	3,914	3,914	1,214
Cart Path Prepped for Paving	Ft.	4,277	4,277	~~~
Cart Path Litter Removal	Hrs.	135	135	154
Cart Path Drainage Maintenance	Hrs.	85	85	699
R.O.W. Mowing	Hrs.	473	473	349
R.O.W. litter Removal	Hrs.	458	458	421
General Maintenance	Hrs.	217	217	269
Mowing (Subdivision Entrances)	Hrs.	454	454	1,095
Landscape Maintenance	Hrs.	102	102	99
Landscape Planting/Mulching	Hrs.	11	11	0
Subdivision Sign Maintenance	Hrs.	44	44	23
Traffic Sign Maintenance	Hrs.	140	140	189
Vandalism Repairs	Hrs.	15	15	3
Vandalism Repairs	Dls.	320	320	99
Citizen Complaints Answered	Num.	79	79	72
Community Service	Hrs.	0	0	0
<u>RECYCLING SITE</u>				
Manhours	Hrs.	52	52	79
PARTICIPANTS				
Recycling	Num.	183	183	212
Composting	Num.	478	478	1,110
Mulch Pick Up	Num.	7	7	99

CITY OF PEACHTREE

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager 
Developmental Services Director 

FROM: Building Official 

DATE: November 29, 2006

SUBJECT: Ordinance Adopting the Georgia State Minimum Standard Codes
December 7, 2006 City Council Meeting

Recommendation:

Staff is recommending City Council adopt the attached ordinance, which reflects Georgia State Minimum Standard Codes (GSMSC) with local amendments as mandated by the Georgia Department of Community Affairs (DCA).

Discussion:

Staff has been informed by the DCA that, beginning on January 1, 2007, local governments must adopt the codes they wish to enforce as mandated by the Uniform Codes Act (1991). The DCA has adopted the 2006 International Building Code, the 2006 International Fuel Code, the 2006 International Mechanical Code, the 2006 International Plumbing Code, the 2005 National Electrical Code, the 2006 Energy Conservation Code, and the 2006 International Residential Code with amendments.

The Building Department staff has completed a review of the current Building Codes and the newly adopted GSMSC with local amendments as mandated by the DCA. Based upon the new requirements, staff recommends that the Peachtree City Municipal Code of Ordinances be revised as follows:

1. To repeal the existing Chapter 18 in its entirety
2. To replace Chapter 18 with the new Chapter 18

Budget Impact:

This item should have no additional budgetary impact, but there will be a need to maintain the training budget for the Building Department. The International Code Council mandates inspectors to be recertified every three years through in-service training hours.

Attachments

cc: Building Official File

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF PEACHTREE CITY, GEORGIA, AS AMENDED, SO AS TO PROVIDE FOR UNIFORM BUILDING CODES AND REGULATIONS; FOR ADOPTING THE INTERNATIONAL BUILDING CODE; AND FOR OTHER PURPOSES.

NOW THEREFORE, BE IT AND IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEACHTREE CITY, GEORGIA, THAT:

Section 1. Chapter 18 of the Code of Ordinances of the City of Peachtree City, Georgia, as amended, is deleted in its entirety and replaced as follows:

CHAPTER 18

ARTICLE I. IN GENERAL

Sec. 18-1. Building code adopted; amendments; penalty for violation.

(a) For the purpose of establishing uniform rules and regulations, the city hereby adopts the International Building Code, the latest edition as adopted and amended by the Georgia Department of Community Affairs, as it is presented in the Model State Code.

(b) Any person violating any provision of such code shall be punished as provided in section 1-11.

(Code 1980, § 5-1)

State law references: Construction standards generally, O.C.G.A. § 8-2-1 et seq.; minimum state construction codes, O.C.G.A. § 8-2-25; enforcement of minimum state construction codes, O.C.G.A. § 8-2-26; authority to adopt technical codes, Ga. Const. art. IX, § II, ¶ III(a)(12).

Sec. 18-2. Permit procedure--Established.

(a) In order to receive a building permit, the property owner or his agent shall:

- (1) Stake the corners of building and driveway, or otherwise define on site location of structure or addition.
- (2) Submit the following documents to the building official:

Deleted: There is adopted by the city, for the purpose of establishing rules and regulations for the construction, alteration, removal, demolition, equipment, use and occupancy, location and maintenance of buildings and structures, including permits, that certain building code known as the Standard Building Code, 1991 edition, promulgated by the Southern Building Code Congress International, Inc., Birmingham, Alabama, and the whole of such code, save and except such portions as are in conflict with this Code of Ordinances or are hereafter deleted, modified or amended, of which a copy has been and now is filed in the office of the building official; and this 1991 edition, all future editions and supplements of the Standard Building Code are adopted and incorporated as fully as if set out at length in this section, with the above exceptions; and from the date on which this section shall take effect, the provisions of such code shall be controlling in the construction, etc., of all buildings and other structures within the city.

Deleted: (c) The building code is amended as follows:¶

- ¶ (1) It shall be required on all residential construction that felt paper be used under all roofing material.¶
- ¶ (2) It shall be required on all residential construction that French drains or other suitable drainage systems be installed around all foundations.¶
- ¶ (3) Each family housing development containing two or more contiguous units shall be constructed with a one-hour firewall between each family unit. The required firewalls may be either vertical or horizontal, or both, as required by the design features of each housing development, as determined by the building inspector. All vertical firewalls shall extend through the attic to the roof line. All horizontal firewalls shall extend to the exterior walls of the building.¶
- ¶ (4) All wood shingles and shakes used as roof coverings outlined in section 706.6 of the 1985 edition of the Standard Building Code and all future editions of the Standard Building Code shall be prohibited.¶
- ¶ (5) Smoke detectors are required in single-family and multifamily dwellings.¶
- ¶ a. Smoke detectors, with AC as a primary source of electric power and a battery backup system as a secondary power source, shall be required in all single-family and multifamily dwellings.¶

a. Two complete sets of design plans and specifications, including a site plan showing the limits of construction and the required setback lines as specified by the appropriate zoning district requirements.

b. A preliminary and final site plan in LC (limited commercial), OI (office institutional), GC (general commercial), LI (limited industrial), GI (general industrial) and OS (open space and conservation) zoning districts must be filed with the city clerk and reviewed and approved by the planning commission prior to the issuance of a building permit. For purposes of this section, a final site plan shall be considered to be approved if it contains no variation from the preliminary site plan. Also, in lieu of a preliminary and final site plan, one may submit a single plan for approval. If no action is taken or if time for taking action is not extended by the planning commission within 30 days after the filing of a site plan under this section, that plan shall be considered approved.

(b) The building official shall approve issuance of a building permit when an on-site inspection indicates the following:

- (1) Site plan specifications have been accurately represented.
- (2) All zoning ordinance requirements are being satisfied.
- (3) There has been compliance with the requirements of the design review board resolution.
- (4) Payment of the required fee has been made.

(c) Notation of approval or denial and the signature of the building official shall be affixed to each set of documents within five working days for all residential structures and within ten working days for all other structures, after they have been submitted to the building official.

- (1) Upon approval, one set of documents shall be returned to the owner or his agent, the other retained by the building official.
- (2) Upon denial, both sets of documents shall be returned to the owner or his agent.

(d) Amendments to construction plans and specifications will be made according to the procedure specified in this section. Until approval of a proposed amendment is granted in writing, the previously approved plans and specifications will remain in effect and will be enforced.

(Code 1980, § 5-2)

Sec. 18-3. Same--Appeal from denial.

The denial of a building permit may be appealed to the city council. Such appeal shall be heard at the next regularly scheduled city council meeting for consideration, subject to established submittal deadlines. The applicant, or his legally authorized agent, must appear at the meeting to present the appeal.

(Code 1980, § 5-3; Ord. No. 810, 6-5-2003)

Sec. 18-4. Permit fees.

Building permit fees shall be as prescribed by the mayor and council, and filed in the office of the building department.

(Code 1980, § 5-4)

Sec. 18-5. Certificate of occupancy; connection of electric current.

(a) The owner, contractor or prospective occupant, prior to the occupancy of a new building requiring building permits in the city, shall secure from the Building Official a permit of occupancy.

Deleted: city clerk

(b) The building official shall issue to applicants the permit of occupancy upon being furnished all final inspection reports, and a list of all contractors and subcontractors involved in the construction, all of whom must have complied with the provisions of this Code requiring a city business license.

(c) This section is not applicable to additions and repairs to existing buildings already occupied.

(Code 1980, § 5-5)

Sec. 18-6. Clearing permits.

(a) Required. It shall be unlawful for anyone without a permit to cut, clear or strip natural foliage from the land in the city.

(b) Permits granted simultaneously with building permits. Clearing permits shall be granted simultaneously with building permits upon presentation of a clearing plan proposed for the property in question, or such permits shall be granted separately if no building is contemplated.

Deleted: (b) Exception. This section does not apply to dwelling lots with existing dwellings occupied by the owner, nor does it apply to the clearing of weeds and other types of periodic foliage.

Deleted: (c)

(c) Basis. Such permits shall be granted on the basis of consideration given to the effects the clearing will have on drainage, water quality, general environmental impact and aesthetics.

Deleted: (d)

(d) Penalty for violation. The penalty for the violation of this section shall be as provided in section 1-11.

Deleted: (e)

(Code 1980, § 5-6)

Sec. 18-7. On-site burial of debris.

(a) Garbage, rubbish (paper cartons, boxes, lumber, furniture, wire, and appliances, metal, tin cans, glass, crockery or dunnage), street refuse, dead animals, sewage sludges, animal manures, industrial wastes, food processing wastes, demolition wastes, abandoned automobiles and dredging wastes shall not be buried on a construction site.

(b) All debris buried on-site must be buried by the time the slab or basement is poured. A 100-foot buffer zone is required between inert waste disposal areas and property lines or enclosed structures.

(c) All construction debris that must be removed from the construction site shall be removed by Friday of each week or upon the lapsing of 48 hours following written notice by the city building official or his designated appointee to the property owner, construction contractor or their agent to remove debris from the construction site.

(d) Every builder who builds a residence in the city and uses a burial pit on the property shall be required to place a statement in the sales contract alerting the buyer that an inert waste burial pit will be placed on the property. The final plat delivered to the buyer at final closing will depict the location of the inert waste burial pit and shall be initialed by the buyer prior to the plat's being filed with the city. The builders will re-cover any burial pit that requires re-covering within five years of the original owner's date of occupancy.

(e) Any person who violates any portion of this section shall be guilty of a misdemeanor. Each day of continued violation after conviction shall constitute a separate offense.

(Code 1980, § 5-7; Ord. No. 684, § 5-7(b), (d), 12-4-1997)

Sec. 18-8. Factory-built chimney chases, prefabricated fireplaces, contemporary fireplaces and cast iron stoves.

(a) Exterior chases. A chimney chase located on an exterior wall will require five-eighths-inch fire-rated gypsum wallboard, or its equivalent, inside of the chase on the house side only to the top of the chimney. An exterior chimney chase will require a fire stop at each floor level and attic level.

Exception. The exterior walls of the chase may be woodstuds covered with five-eighths-inch fire-rated gypsum wallboard, or its equivalent, on the inside up 48 inches from the floor. The front wall of the chase, above the firebox, shall have metal studs extending from the floor to the ceiling, covered with one layer of five-eighths-inch fire-rated gypsum wallboard, or its equivalent, on the outside. Fire stops will be required at floor, ceiling and attic levels.

(b) Interior chases. Chases located on interior walls must be sealed inside and outside with five-eighths-inch fire-rated gypsum wallboard, or the equivalent, through the top of the chimney. An interior chase will require a fire stop at each floor and one at ceiling level. The fire stop shall be a minimum of one-half-inch plywood with proper metal fire stop around each flue. All clearances must comply with both the manufacturer's recommendations and ~~International~~ Mechanical and Building Code.

Deleted: Standard

Exception. Metal studs shall be installed on all four walls of the chase and shall extend through the roof to the top of the chimney. The metal studs must be covered on the outside with one layer of five-eighths-inch type X sheetrock or the equivalent, and must be completely sealed from the rest of the building with no combustibles inside the chase.

(c) Prefab fireplaces, contemporary fireplaces and cast iron stoves. All fireplaces and chimneys shall have Underwriters' Laboratories, Inc., listing mark or approval of a nationally recognized agency. A permit issued by the building department is required prior to installation of all prefab fireplaces, contemporary fireplaces and cast iron stoves installed in the city. All

fireplace installers must have a current business license. Fireplace installers will be responsible for calling in for rough and final inspections on all fireplaces regulated pursuant to this section.

Deleted: city

(Code 1980, § 5-8)

Sec. 18-9. Reserved.

Deleted: Mechanical equipment in attic space

Deleted: When mechanical equipment is to be installed in the attic, and only interior access is to be provided, the access opening shall be a minimum of 22 inches by 36 inches, but in no case less than the size required to install or remove the largest major component of the unit without disassembly, and the opening shall be accessible from a fixed or retractable stairway.¶

(Code 1980, § 5-9)

Deleted: 0

Sec. 18-10 Foundation Surveys.

(a) Whenever it is proposed to erect or alter a residential building in the city so that it will extend to within five feet of a required setback line, the building department shall require that the builder provide the department with a survey of the full and complete foundation for that structure.

(b) The building department may also require a foundation survey in any situation where it is felt a structure has encroached into a setback area, regardless of how it is shown on a proposed site plan.

(c) Whenever it is proposed to erect or alter a commercial or industrial building in the city, the building department shall require that the builder provide the department with a survey of the full and complete foundation for that structure.

(d) If a foundation survey is required for a structure, no work may be done on that structure beyond the foundation phase of the project until such time as a foundation survey is submitted to the building department and approved.

Sec. 18-11. Foundation soil compaction.

In addition to the International Residential and International Building Code and supplements, the city shall rely on the following standards:

Deleted: Standard

Deleted: , 1992

(a) The 2006 International Residential Code Section R401.4, as such provisions may be amended in the future, which provides the guidelines for soil tests and sets forth the use of presumptive soil bearing values for the design of the foundation systems, shall be applicable on all structures built within the city. Said Section R401.4 as such provisions may be amended in the future, is incorporated into this chapter by express reference as if set forth fully herein verbatim, and is available for inspection in the office of the building official of the city.

Deleted: 2000

(b) The 2006 International Residential Code Section for minimum width of footings as determined by table R403.1, as such provision may be amended in the future, utilizing the 2000 (psf) load-bearing value of soil shall be applicable on all structures built within the city. Said Table R403.1, as such provision may be amended in the future, is incorporated into this chapter by express reference as if set forth fully herein verbatim, and is available for inspection in the office of the building official of the city.

Deleted: 2000

(c) The city shall require certified engineering reports for any lots on which fill dirt is used under the footings or the structure located thereon. Such report, certifying that the soils and compaction of the ground are sufficient for the structure to be located thereon, shall be submitted to the city prior to any portion of the foundation being poured on the lot.

(d) The city shall require certified engineering reports for any lots upon which the city determines that the soils on the lot are, in the opinion of the building official, questionable as to the ability to support the foundation for any structure located thereon. Such report, certifying that the soils and compaction of the ground are sufficient for the structure to be located thereon, shall be submitted to the city prior to any portion of the foundation being poured on the lot.

(e) The city building official shall address this concern at regularly scheduled builders meetings as part of the city's on-going educational outreach program and include or reference the city standards in publications of the department.

(f) ~~Any person violating any provision of this section shall be punished as provided in section 1-11.~~

Deleted: Enforcement of this section shall be as set forth in section 18-339

(Ord. No. 843, 2-3-05)

Secs. 18-12--18-40. Reserved.

ARTICLE II. ELECTRICAL*

*Cross references: Utilities and services, ch. 82.

State law references: Construction standards generally, O.C.G.A. § 8-2-1 et seq.; minimum state construction codes, O.C.G.A. § 8-2-25; enforcement of minimum state construction codes, O.C.G.A. § 8-2-26; authority to adopt technical codes, Ga. Const. art. IX, § II, ¶ III(a)(12).

Sec. 18-41. Code adopted; amendments; penalty for violation.

(a) ~~For the purpose of establishing uniform rules and regulations, the city hereby adopts the National Electrical Code, the latest edition as adopted and amended by the Georgia Department of Community Affairs, as it is presented in the Model State Code.~~

(b) Any person violating any provision of such code shall be punished as provided in section 1-11.

(Code 1980, § 5-20)

Sec. 18-42. Permits; issuance; fees.

(a) No permit shall be issued to anyone except licensed electricians of the state. In the case of an owner, a permit will be issued to the owner; it is not transferable to electricians.

Deleted: There is adopted by the city, for the purpose of establishing rules and regulations for the installation, alteration, removal, location and maintenance of all electrical wiring, devices and equipment, that certain electrical code known as the National Electrical Code, published by the National Fire Protection Association, and recommended by the American Insurance Association, being particularly the 1990 edition, a copy of which has been and now is filed in the office of the building official; and this 1990 edition and all future editions and supplements of the National Electrical Code are adopted and incorporated as fully as if set out at length in this section, subject to all modifications, amendments, deletions in, and conflicting provisions of this Code of Ordinances; and from the date on which this section shall take effect, the provisions of such code shall be controlling in the installation of all wiring, devices and equipment and other subjects contained in such code within the city, with the above exceptions.

(b) Fees for permits shall be as prescribed by the mayor and council and filed in the office of the building department.

(Code 1980, § 5-22)

Secs. 18-43--18-75. Reserved.

ARTICLE III. GAS*

*Cross references: Utilities and services, ch. 82.

State law references: Construction standards generally, O.C.G.A. § 8-2-1 et seq.; minimum state construction codes, O.C.G.A. § 8-2-25; enforcement of minimum state construction codes, O.C.G.A. § 8-2-26; authority to adopt technical codes, Ga. Const. art. IX, § II, ¶ III(a)(12).

Sec. 18-76. Code adopted; amendments; penalty for violation.

(a) For the purpose of establishing uniform rules and regulations, the city hereby adopts the International Fuel Gas Code, the latest edition as adopted and amended by the Georgia Department of Community Affairs, as it is presented in the Model State Code.

(b) Any person violating any provision of such code shall be punished as provided in section 1-11.

(Code 1980, § 5-30)

Secs. 18-77--18-110. Reserved.

ARTICLE IV. MECHANICAL*

*Cross references: Utilities and services, ch. 82.

State law references: Construction standards generally, O.C.G.A. § 8-2-1 et seq.; minimum state construction codes, O.C.G.A. § 8-2-25; enforcement of minimum state construction codes, O.C.G.A. § 8-2-26; authority to adopt technical codes, Ga. Const. art. IX, § II, ¶ III(a)(12).

Sec. 18-111. Code adopted; amendments; penalty for violation.

Deleted: For the purpose of establishing uniform rules and regulations, the city adopts that code known as the Standard Gas Code, 1991 edition, promulgated by the Southern Building Code Congress International, Inc., Birmingham, Alabama, save and except such portions as are hereinafter modified, amended, deleted, or are in conflict with this Code of Ordinances, of which code a copy has been and now is filed in the office of the building official; and this 1991 edition, all future editions and supplements of the Standard Gas Code are adopted and incorporated as fully as if set out at length in this section, with the above exceptions; and the provisions of such code shall be controlling in the construction, alteration or repair of all gas piping and appliances in or for buildings and structures within the area of jurisdiction of the city.

(a) ~~For the purpose of establishing uniform rules and regulations, the city hereby adopts the International Mechanical Code, the latest edition as adopted and amended by the Georgia Department of Community Affairs, as it is presented in the Model State Code.~~

(b) Any person violating any provision of such code shall be punished as provided in section 1-11.

(Code 1980, § 5-40)

Sec. 18-112. Eligibility for mechanical permit; transferability of permit.

No mechanical permit shall be issued to anyone except a licensed mechanical contractor of the state. In the case of an owner, a permit will be issued to the owner; it is not transferable to a mechanical contractor.

(Code 1980, § 5-41)

Secs. 18-113--18-145. Reserved.

ARTICLE V. PLUMBING*

*Cross references: Utilities and services, ch. 82.

State law references: Construction standards generally, O.C.G.A. § 8-2-1 et seq.; minimum state construction codes, O.C.G.A. § 8-2-25; enforcement of minimum state construction codes, O.C.G.A. § 8-2-26; authority to adopt technical codes, Ga. Const. art. IX, § II, ¶ III(a)(12).

Deleted: There is adopted by the city, for the purpose of establishing rules and regulations for the installation, alteration, removal, use, location and maintenance of heating, air conditioning and other mechanical equipment and systems in buildings and structures, including permits, that certain mechanical code known as the Standard Mechanical Code, 1991 edition, promulgated by the Southern Building Code Congress International, Inc., Birmingham, Alabama, and the whole of such code, save and except such portions as are in conflict with this Code of Ordinances, or are deleted, modified or amended, of which code a copy has been and now is filed in the office of the building official; and this 1991 edition, all future editions and supplements of the Standard Mechanical Code are adopted and incorporated as fully as if set out at length in this section, with the above exceptions; and the provisions of such code shall be controlling within the city.

Sec. 18-146. Code adopted; amendments generally; penalty for violation.

(a) ~~For the purpose of establishing uniform rules and regulations, the city hereby adopts the International Plumbing Code, the latest edition as adopted and amended by the Georgia Department of Community Affairs, as it is presented in the Model State Code.~~

(b) Any person violating any provision of such code shall be punished as provided in section 1-11.

(Code 1980, § 5-50)

Sec. 18-147. Eligibility for plumbing permit; transferability of permit.

Deleted: For the purpose of establishing rules and regulations for plumbing installation and alteration, and equipment, in buildings and structures, including permits, there is adopted by reference that certain plumbing code known as the Standard Plumbing Code, 1991 edition, promulgated by the Southern Building Code Congress International, Inc., Birmingham, Alabama, save and except such portions as are deleted, modified or amended, or are in conflict with this Code of Ordinances, of which code a copy has been and now is filed in the office of the building official; and this 1991 edition, all future editions and supplements of the Standard Plumbing Code are adopted and incorporated as fully as if set out at length in this section, with the above exceptions; and the provisions of such code shall be controlling within the corporate limits of the city.

No plumbing permit shall be issued to anyone except a licensed plumbing contractor of the state. In the case of an owner, a permit will be issued to the owner; it is not transferable to a plumbing contractor.

(Code 1980, § 5-51)

Sec. 18-148. Amendments to code--Section 504.3.2.

The 2006 International Plumbing Code, shall be amended by deleting in section, 605.3 all references to 160 psi, and substituting, with 250 psi, with permanent identification markings."

(Code 1980, § 5-52)

Sec. 18-149. Reserved

(Code 1980, § 5-53)

Sec. 18-150. Polybutylene pipe tubing and fittings.

(a) Prohibited in water circulation systems in buildings. In order to protect the health, safety and general welfare of the residents of the city, the use of polybutylene pipe tubing and fittings in water distribution systems and other water circulation systems shall be prohibited within buildings.

(b) Amendment to, Tables 605.3, 605.4 and 605.5 International Plumbing Code. In addition, section, 605 of the International plumbing code is amended as follows:

Chapter 6 of The International Plumbing Code, Water Supply and Distribution, Section, 605 Materials, Joints and Connections, Polybutylene (PB), be removed as an approved material.

Sec. 18-151. Exemption from state law.

The city exempts itself from the provisions of O.C.G.A. § 8-2-26 relating to the self-inspection of water and sewer projects.

(Ord. No. 668, 6-20-1996)

Secs. 18-152--18-185. Reserved.

ARTICLE VI. UNSAFE STRUCTURES

Sec. 18-186. 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:

Deleted: Standard

Deleted: (1988 edition with 1990 revisions)

Deleted: 504.3.2

Deleted: the sentence which reads: "All water service piping shall have a minimum working pressure of 160 psi, with permanent identification markings,"

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Deleted: in its place a new sentence which reads: "All water service piping shall have a minimum working pressure of

Deleted: Same--Appendix J

Deleted: The Standard Plumbing Code (1988 edition with 1990 revisions) shall be amended by deleting appendix J in its entirety and substituting a new appendix J, Water Conservation, to read as follows:

J 101 GENERAL

Automatic flush devices of the siphonic design shall not be used to operate urinals.

J 102 WATER CLOSETS

Water closets, either gravity tank, flushometer valve, or flushometer tank operated, shall be designed, manufactured and installed to be operable and adequately flushed with no more than 1.6 gallons per flushing cycle when tested in accordance with applicable standards.

J 103 URINALS

Urinals shall be designed, manufactured and installed to be operable and adequately flushed with no more than 1.0 gallon of water per flush.

J 104 LAVATORY FACILITIES

J 104.1 Public Facilities

Faucets for public lavatories shall be equipped with outlet devices which limit the flow of water to a maximum 0.5 gpm or be equipped with self-closing valves that limit the delivery to a maximum of 0.25 gallon of hot water for recirculation. [2]

Deleted: section 1210.1, Standard

Deleted: 1210.1

Deleted: standard

Deleted: 12

Deleted: Standard

Deleted: 1210.1 Water Distribution Pipe, Tubing and Fittings

Deleted: (Code 1980, § 5-54)

Unsafe buildings means all buildings or structures within the city which have any of the following defects:

- (1) Those in which the interior walls or other vertical structural members list, lean or buckle to such an extent that a plumbline passing through the center of gravity falls outside of the base of such wall;
- (2) Those which, exclusive of the foundation, show 33 percent or more of damage or deterioration of the supporting members, or 50 percent of damage or deterioration of a nonsupporting enclosing or outside wall or covering;
- (3) Those which have improperly distributed loads upon the floors or roofs, or in which the floors or roofs are overloaded, or which have insufficient strength to be reasonably safe for the purpose for which they are used, or intended to be used;
- (4) Those which have been damaged by fire, wind or other causes, so as to have become dangerous to life, safety, morals, or the general health and welfare of the occupants or the people of the city;
- (5) Those which have become or are so dilapidated, decayed, unsafe, unsanitary, or which so utterly fail to provide the amenities essential to decent living that they are unfit for human habitation, or are likely to cause sickness or disease, so as to work injury to the health, morals, safety, or general welfare of those living in such buildings, or those who may live in such buildings;
- (6) Those having light, air and sanitation facilities which are inadequate to protect the health, morals, safety or general welfare of human beings who live or may live in them;
- (7) Those having inadequate facilities for egress in case of fire or panic, or those having insufficient stairways, elevators, fire escapes or other means of communication;
- (8) Those which have parts which are so attached that they may fall and injure members of the public or property;
- (9) Those which, because of their condition, are unsafe, unsanitary or dangerous to the health, morals, safety or general welfare of the people of the city; and
- (10) Those which exist in violation of any ordinance of the city, so as to constitute a nuisance, and to be unsafe, unsanitary or dangerous to the health, morals, safety or general welfare of the people of the city.

(Code 1980, § 5-60)

Cross references: Definitions generally, § 1-2.

Sec. 18-187. Unsafe buildings as nuisances.

All unsafe buildings are declared to be public nuisances and shall be repaired, vacated or demolished as provided for in O.C.G.A. § 36-61-11 and as provided in this article.

(Code 1980, § 5-61)

Sec. 18-188. Duties of building inspector.

(a) The building inspector is specifically charged with the responsibility for the enforcement of this article; and upon finding, within the city, an unsafe building, such inspector shall cause an inspection to be made of such building, and if the building is found to be unsafe shall make a written report of the conditions and defects of such building and such evidence as may be available to the council.

(b) The building inspector at the time such report is filed with the council shall specifically point out the defects in such building which should be repaired, shall specify whether the building is unsafe for human habitation, and/or shall recommend to the council such steps which in his opinion should be taken to remedy the conditions found defined in this article.

(Code 1980, § 5-62)

Sec. 18-189. Council action.

(a) Upon such report's being filed with the council pursuant to section 18-188 by the building inspector, such report shall be considered by it at its next regular meeting thereafter. If after consideration of the report and evidence filed by the building inspector the council shall determine that reasonable cause to proceed exists, it shall then order that a hearing be held at a regular meeting of the council within not less than ten days, nor more than 70 days to determine whether the building inspector's report is of an unsafe building.

(b) The owners, tenants, if any, and lienholders of record, if any, of such building shall be served with a copy of such notice of hearing not less than ten days prior to the date fixed for such hearing. The owners and lienholders of such building shall be served personally with such notice, if they reside or can be found within the city. If such owners or lienholders do not reside in the city, or cannot be found in the city, they shall be served by publishing a copy of such notice, addressed to them, in the newspaper having general circulation in the county, in which sheriff's advertisements appear, once a week for four weeks immediately preceding the date of such hearing; and a copy of such notice shall be mailed to such owners and lienholder at their last address as shown by the tax records of the city, at least 15 days prior to such hearing, by registered or certified mail. The tenants in such building, if any, shall be served by leaving a copy with an adult residing in such building.

(c) After hearing evidence at the hearing, the council shall, by resolution, issue an order based upon the evidence produced at such hearing; and if by such order it finds and determines such building to be an unsafe building, such order shall specify the acts and things to be done to such building or in or about such building, including demolition, if necessary to protect the health, morals, safety or general welfare of the people of the city and the persons who live or may live in, or who may inhabit such building.

(d) If any interested party is dissatisfied with the finding of the council as set forth in subsection (c) of this section, they shall have the right to appeal to the superior court of the county, as provided for by the code of the state as in cases originating in the municipal court.

(e) If the council, pursuant to the hearing provided for in this section, shall determine that the building is an unsafe building, and if it also finds that the building is unsafe for human habitation, the tenants and inhabitants of such building shall be immediately ordered to vacate the building,

and the building shall be posted as an unsafe building, and all persons prohibited from entering the building, except for the purpose of restoring, repairing or demolishing the building, pursuant to an order entered under this section.

(f) If the council determines that such building is unsafe and should be demolished, the owners of such building shall be given a reasonable period of time within which to repair or demolish the building as the case may be; and upon the failure of the owners to comply with such order within the period of time fixed, the council shall order the building inspector, or such other proper official of the city, to repair or demolish the building, as required by such order, and assess the total cost against the owners, as provided in this article.

(Code 1980, § 5-63)

Sec. 18-190. Collection of cost of work.

If the repairing or demolition of a building as required in this article, is performed by the building inspector, or such other proper official of the city, such official, upon completion of such work, shall file with the city clerk an itemization of the cost of such work; and the clerk is ordered to immediately issue an execution against the owners of such property for the total cost of such work, which execution shall constitute a lien against such real estate as of the date of the resolution ordering such work to be done, and which execution shall thereafter be enforced and collected in the same manner as an execution or fi. fa. for unpaid taxes for the city; and such execution shall rank in dignity second only to taxes of the city.

(Code 1980, § 5-64)

Secs. 18-191--18-220. Reserved.

ARTICLE VII. ONE- AND TWO-FAMILY DWELLINGS*

*State law references: Construction standards generally, O.C.G.A. § 8-2-1 et seq.; minimum state construction codes, O.C.G.A. § 8-2-25; enforcement of minimum state construction codes, O.C.G.A. § 8-2-26; authority to adopt technical codes, Ga. Const. art. IX, § II, ¶ III(a)(12).

Sec. 18-221. Code adopted; amendments; penalty for violation.

(a) For the purpose of establishing uniform rules and regulations, the city hereby adopts the International Residential Code, the latest edition as adopted and amended by the Georgia Department of Community Affairs, as it is presented in the Model State Code.

(b) Any person violating any provision of such code shall be punished as provided in section 1-11.

Deleted: For the purpose of establishing uniform rules and regulations, the city adopts that code known as the Council of American Building Officials (CABO) One- and Two-Family Dwelling Code, 1989 edition, with the exception of part V--Plumbing (chapters 20--25) of the code, save and except such portions as are modified, amended, deleted, or are in conflict with this Code of Ordinances, of which code a copy has been and now is filed in the office of the building official; and this 1989 edition, all future editions and supplements of the CABO One- and Two-Family Dwelling Code are adopted and incorporated as fully as if set out at length in this section, with the above exceptions; and the provisions of such code shall be controlling in the construction, alteration or repair of all one- and two-family dwellings within the area of jurisdiction of the city.

(c) The building code is amended as follows:

(1) It shall be required on all residential construction that felt paper be used under all roofing material.

(2) It shall be required on all residential construction that French drains or other suitable drainage systems be installed around all foundations.

(3) Each family housing development containing two or more contiguous units shall be constructed with a one-hour firewall between each family unit. The required firewalls may be either vertical or horizontal, or both, as required by the design features of each housing development, as determined by the building inspector. All vertical firewalls shall extend through the attic to the roof line. All horizontal firewalls shall extend to the exterior walls of the building.

(4) All wood shingles and shakes used as roof coverings outlined in section 905.7 and 905.8 of the 2006 edition of the International Residential Code and all future editions of the International Building Code shall be prohibited.

(Code 1980, § 5-70)

Secs. 18-222--18-255. Reserved.

ARTICLE VIII. ENERGY CODE*

*State law references: Construction standards generally, O.C.G.A. § 8-2-1 et seq.; minimum state construction codes, O.C.G.A. § 8-2-25; enforcement of minimum state construction codes, O.C.G.A. § 8-2-26; authority to adopt technical codes, Ga. Const. art. IX, § II, ¶ III(a)(12).

Sec. 18-256. Adopted; amendments; penalty for violation.

(a) For the purpose of establishing uniform rules and regulations, the city hereby adopts the International Energy Conservation Code, the latest edition as adopted and amended by the Georgia Department of Community Affairs, as it is presented in the Model State Code.

(b) Any person violating any provision of such code shall be punished as provided in section 1-11.

(Code 1980, § 5-80)

Secs. 18-257--18-270. Reserved.

ARTICLE IX. STANDARD EXISTING BUILDINGS CODE

Deleted: For the purpose of establishing uniform rules and regulations, the city adopts that code known as the Georgia State Energy Code for Buildings as adopted by the state building administrative board, as such code exists on September 30, 1991, save and except such portions as are modified, amended, deleted, or are in conflict with this Code of Ordinances, of which code a copy has been and now is filed in the office of the building official; and this edition, all future editions and supplements of the Georgia State Energy Code are adopted and incorporated as fully as if set out at length in this section, with the above exceptions; and the provisions of such code shall be controlling in the construction, alteration or repair of all buildings within the area of jurisdiction of the city

Sec. 18-271. Code adopted; amendments; penalty for violation.

(a) For the purpose of establishing uniform rules and regulations, the city hereby adopts the International Existing Building Code, the latest edition as adopted and amended by the Georgia Department of Community Affairs, as it is presented in the Model State Code, with the following exceptions:

Section 101.1 Insert: City of Peachtree City.

Section 1201.2 Insert: 1967.

(b) Any person violating any provision of such code shall be punished as provided in section 1-11.

(Ord. No. 711, 5-20-99; Ord. No. 870, § 1, 2-2-06)

Secs. 18-272--18-275. Reserved.

ARTICLE X. STANDARD HOUSING CODE

Sec. 18-276. Code adopted; amendments; penalty for violation.

(a) For the purpose of establishing uniform rules and regulations, the city hereby adopts the International Property Maintenance Code, the latest edition as adopted and amended by the Georgia Department of Community Affairs, as it is presented in the Model State Code, with the following exceptions:

The following sections are hereby revised:

Section 101.1. Insert: The City of Peachtree City.

Section 103.5. Insert: In accordance with Peachtree City Ordinance Sec. 18-4.

Section 304.14. Insert: January 1 to December 31

Section 602.3. Insert: October 1 to April 30

Section 602.4. Insert: October 1 to April 30

Amend Section 302.8 Motor Vehicles to add the following sentence.

The license or tag must be displayed on the vehicle at all times.

Add new section:

302.10 Prohibited Outside Storage. No person shall permit or allow the outside storage of appliances, household fixtures, furniture designed for indoor use, building material, building rubbish, inoperable golf carts or parts, or similar items.

Add new section:

308.3 Exception: Extermination of wood destroying organisms shall, in all cases, be the responsibility of the building owner.

Add new section:

701.3 Trees. Portions of tree crowns that extend within 10 feet of the outlet of a chimney shall be pruned to maintain a minimum horizontal clearance of 10 feet. Dead wood and litter shall be regularly removed from trees.

Add new section:

705 STORAGE OF FIREWOOD AND COMBUSTIBLE MATERIALS

Firewood and combustible material shall not be stored in unenclosed spaces beneath buildings or structures, or on decks or under eaves, canopies or other projections or overhangs. When required by the code official, storage of firewood and combustible materials shall be located a minimum of 20 feet from the structures. Firewood and combustible materials not for consumption on the premises shall be stored so as to not pose a hazard.

(b) Any person violating any provision of such code shall be punished as provided in section 1-11.

(Ord. No. 711, 5-20-99; Ord. No. 870, § 2, 2-2-06)

Secs. 18-277-18-280. Reserved.

ARTICLE XI. RESERVED*

*Editor's note: Ord. No. 870, § 3, adopted February 2, 2006, repealed article XI in its entirety, which pertained to the standard unsafe building abatement code and derived from Ord. No. 711, adopted May 20, 1999.

Secs. 18-281--18-290. Reserved.

ARTICLE XII. SWIMMING POOLS*

*Editor's note: Art. XII was formerly numbered as Art. IX.

Sec. 18-291. 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:

Person means and includes an individual, firm, partnership, corporation or public entity.

Reconstruction shall mean the replacement, alteration of, or addition to an existing swimming pool, but not including equipment.

Swimming pool means and includes any private or public swimming pool, tank, hot tub or other device which is artificially constructed, other than impoundments, to provide outdoor recreational facilities for swimming, bathing or wading, whether of permanent construction or portable in nature upon any premises, for the use of the occupants of the premises and their guests or general public, which has a depth at any point in excess of 24 inches or a capacity of 300 gallons or more, and whether the pool be below ground level, above ground level, or partly above and partly below ground level.

(Code 1980, § 5-150)

Cross references: Definitions generally, § 1-2.

Sec. 18-292. Enforcement--Officer designated; inspections required.

The building official, or such other person as may be designated by resolution of the city council, shall enforce the provisions of this article, and to that end shall make periodic inspections of all swimming pools.

(Code 1980, § 5-151)

Sec. 18-293. Same--Allowing inspection.

The owner or other person in possession of any swimming pool shall allow any person charged with the enforcement of this article to inspect the pool at reasonable times.

(Code 1980, § 5-152)

Sec. 18-294. Declaration of necessity.

It is determined and declared that the use of public or private swimming pools in the city without appropriate precautionary safety measures constitutes a hazard to the safety of the residents of the city, particularly children.

(Code 1980, § 5-153)

Sec. 18-295. Compliance required.

It shall be unlawful to construct, maintain, install or enlarge any swimming pool in the city except in compliance with all the provisions of this article.

(Code 1980, § 5-154)

Sec. 18-296. Location.

No portion of a swimming pool, pumping equipment, filters, pool water disinfection equipment installations or other related swimming pool accessory equipment shall be closer to the property lines of the subject lot than four feet. However, no swimming pool shall be placed in the front yard of any lot containing less than three acres.

(Code 1980, § 5-155)

Sec. 18-297. Permit.

It shall be unlawful for any person to construct, install, relocate, reconstruct, or permit the construction, installation, relocation or reconstruction of a swimming pool on any premises owned by him, or in his possession or control, without having first obtained a permit as provided by section 18-2 et seq.

(Code 1980, § 5-156)

Sec. 18-298. Approval before use.

No swimming pool constructed, installed, relocated or reconstructed pursuant to a permit obtained under this article, shall have any water put into it or be put in use until the building official, or other person charged with enforcement of this article, shall have inspected and approved the work by appropriate endorsement on a certificate of compliance, as complying with this article.

(Code 1980, § 5-157)

Sec. 18-299. Water supply.

There shall be no physical connection between a potable water supply below the maximum water level of the pool, or to a recirculating or heating system of a pool, unless such physical connection is so installed and operated that no pool water can be discharged or siphoned into a potable water supply system.

(Code 1980, § 5-158)

Sec. 18-300. Fence or wall.

(a) Every swimming pool constructed or installed shall be completely enclosed by a fence or wall of durable construction and in compliance with Appendix G of the International Residential Code.

(b) An application for a permit to construct a pool must be accompanied by an application for a permit to construct the required fence or wall.

Sec. 18-301. Existing pools.

Deleted: Swimming pool fences or walls shall be designed to inhibit climbing by offering no hand holds or toe holds, and they shall have no horizontal exterior parts. Construction may allow vertical openings not more than four inches wide, but no horizontal openings. All fences or walls enclosing pools shall be constructed so as to deny access beneath or through them other than by use of gates or doors.

Deleted: (b) The fence or wall, including all gates and doors, shall not be less than four feet high as measured at all points on the perimeter.¶

¶
(c) All gates and doors opening through a swimming pool fence or wall shall be equipped with self-closing and self-latching devices designed to keep the gates and doors securely closed and latched when not in use.¶

¶
(d) If a gate or door providing access to a pool area is greater than four feet in height, the latch must be installed at least four feet above the ground. If the gate or door is four feet in height, the latch can be no lower than six inches from the top of the gate or door.¶

¶
(e) No portion of a fence or wall shall be installed less than three feet from the nearest point of the water in the pool.¶

¶
(f) A residence or other permanent building may form part of a required fence or wall, provided it is at least four feet in height and offers no less of a barrier than the fence or wall itself.

Deleted: (g)

Deleted: (Code 1980, § 5-159)

All pools now permitted and pools which have had certificate of compliance issued shall be considered nonconforming to this article. In the event of relocation, reconstruction or reassembling, this article shall be enforced.

(Code 1980, § 5-160)

Sec. 18-302. Drain.

All swimming pools constructed, installed, relocated or reconstructed shall be so situated that normal surface water will drain away from the pool. No drain of a swimming pool shall be connected with, or permitted to drain into, the sanitary sewer system, nor shall any such pool be physically connected with any storm drain system; but the drainage from the pool shall be conveyed to the nearest storm drainage system, or street curb, by means of installed permanent or temporary piping, so as to prevent the drainage from crossing another person's property or creating a nuisance to neighboring properties.

(Code 1980, § 5-161)

Sec. 18-303. Cleanliness and sanitation of public pools.

All existing and hereafter constructed, installed, relocated or reconstructed public swimming pools shall be maintained and operated in such manner as to be clean and sanitary at all times.

(Code 1980, § 5-162)

Secs. 18-304--18-336. Reserved.

ARTICLE XIII. FENCING*

*Editor's note: Art. XIII was formerly numbered as Art. X.

Sec. 18-337. Intent.

This article is intended to promote the general health, safety and welfare of the residents of the city by regulating the height, location, design, construction and maintenance of fences within the city limits.

(Code 1980, § 5-171)

Sec. 18-338. Interpretations and definitions.

For purposes of administering this article, the following interpretations and definitions shall apply:

Words and terms not explicitly defined in this article shall have the meaning given by the zoning ordinance, appendix A to this Code.

Words and terms not explicitly defined in this article or in the zoning ordinance shall have the meaning given by common use and as defined in Webster's New Collegiate Dictionary.

Fence means any structure constructed or erected to provide a barrier, either physical or visual, for the purpose of protecting property, providing for security and privacy, and properly containing activities on the property.

Fence, height, means the vertical dimension from the natural ground level to the top of the fence measured at any point along the length of the fence.

Natural ground level means the level of the ground prior to any recent manmade changes in the elevation of the ground. For purposes of administering this article, "natural ground level" shall also include the level of the ground established on any site plan or landscape plan approved in accordance with the review process set forth in the land development ordinance, appendix B.

Yard, front, means that area bounded by a line along the front of the principal structure extended to intersect the side property lines; those side property lines; and the front property line. This area is usually identified by the placement of the primary driveway access and/or the placement of the street address assigned to the property in question.

(Code 1980, § 5-172)

Cross references: Definitions generally, § 1-2.

Sec. 18-339. Administration.

- (a) Primary responsibility. The building official shall have the primary responsibility for administering this article.
- (b) Permits. A building permit shall be required for the construction or alteration of any fence which is in excess of four feet in height. As a part of the permitting process, the building official shall review plans, issue permits, inspect installations, and in general secure compliance with the requirements of this article. Whether or not a permit is required, all fences in the city must comply with the provisions of this article.
- (c) Hazardous conditions. If the building official determines that a hazardous condition exists in the city, he may require the installation of a fence adequate to protect the safety of the general public. If such a fence is required, it must also comply with the appropriate standards for the area in which it is located.
- (d) Temporary fence. The building official may permit the installation of a temporary fence at a construction site, if it is felt that the fence would be necessary to protect the public safety or would be necessary to provide proper security for the site. A temporary fence shall remain in place for no more than one year and must comply with the following conditions:
 - (1) In residential zoning districts, a temporary fence shall not exceed six feet in height if located within any setback area.

(2) In any commercial or industrial zoning district, a temporary fence shall not exceed eight feet in height if located within any setback area.

(3) No signs shall be attached to any temporary fence.

(e) Enforcement.

(1) The building official is responsible for the enforcement of this article.

(2) If a suspected violation is reported, it will be investigated by the code enforcement officer.

(3) If it is determined that a violation has occurred, the city shall notify the property owner of the violation as well as the steps that should be taken to correct the violation.

(4) If the property owner does not agree to take immediate action to correct the violation, the city shall take any action as provided by law, including the issuance of a citation, to promptly and properly correct the violation.

(5) A property owner may request a variance as provided in section 18-344.

(6) If a fence is legally existing at the time of the enactment of this article, it shall continue to be allowed to exist as a nonconforming use, but must still be properly maintained.

(7) If a nonconforming fence is substantially damaged or is allowed to fall into a state of disrepair, it shall be required to either be removed or brought into conformance with this article.

(8) No nonconforming fence shall be extended in any way except as permitted by this article.

(Code 1980, § 5-173)

Sec. 18-340. General standards.

(a) All fences built or erected within the city shall conform to the standards specified in this article, the standards in this article shall apply to all fences within the city.

(b) No fence in excess of four feet in height shall be installed within 40 feet of the right-of-way of an arterial street or a major collector street.

(c) For any zoning lot adjacent to a greenbelt that is required along a collector street, no fence in excess of four feet in height shall be installed within 35 feet of the right-of-way of that collector street.

(d) No privately owned fence shall be installed within any public street right-of-way or within any city-owned greenbelt area.

(e) No fence shall be installed so that, in the opinion of the city engineer, it obstructs vision at any street intersection, or in any way creates a hazard to traffic.

- (f) No fence shall be installed so that, in the opinion of the fire chief, it prevents or unduly restricts access to property for emergency purposes.
- (g) If a fence is designed so that its structural supports are primarily on one side, that side must always be toward the interior of the property.
- (h) Wire fencing may be attached to the interior of or made a part of any wooden, stone, brick, wrought iron, or other such non-wire-type fencing, where the other type fencing would not provide an adequate barrier to contain pets or animals. When so applied, the wire shall be vinyl coated or painted in a standard dark brown, dark green or black color. When used under these conditions, it shall not be considered a wire fence.
- (i) If a fence is required by any governmental authority to provide for the safety and security of the residents of the city, that fence shall not be removed or otherwise left in an unsafe condition for any reason without the approval of the building official, and without proper precautions being taken to provide for continuous protection.
- (j) It shall be the responsibility of the owner of the property on which a fence is located to maintain that fence in good and proper repair so that at all times it presents a neat and orderly appearance to surrounding property owners and to the general public.
- (k) Any fence damaged by accident or an act of God shall be properly repaired within 90 days of occurrence. Fencing required for public safety purposes shall be repaired immediately.
- (l) Swimming pool fences shall be constructed in accordance with the provisions of section 18-300.
- (m) In those instances where fence height is limited to four feet, other than in a front yard or within the required setback area that adjoins a street right-of-way, fences with decorative features such as newels, finials and scallops may exceed four feet in height but in no case more than five feet in height.

(Code 1980, § 5-174(1))

Sec. 18-341. Residential standards.

- (a) The standards in this section shall apply to all fences in the following zoning districts: R-1, R-10, R-12, R-15, R-22, R-43, ER, GR, VR, UR, AR and OS.
- (b) No fence or portion of a fence shall exceed eight feet in height; however, if a property owner wishes to install a tennis court or some other similar special-purpose facility, a fence not to exceed ten feet in height may be erected on the condition the site plan for the special purpose facility is first approved in accordance with the site plan review process in the land development ordinance, appendix B to this Code.
- (c) Unless further restricted by this article, no fence within a required side or rear setback area shall exceed six feet in height; however, if due to variations in topography or if the fence contains decorative features such as newels, finials or scallops, it may exceed six feet in height, but in no case shall it exceed seven feet in height.

(d) No fence comprised of metal parts shall be installed in a residential area unless all exposed metal parts are vinyl-coated or painted a standard dark brown, dark green or black color to blend into the natural surroundings.

(e) No fence in excess of four feet in height shall be installed within the required setback area that adjoins a street right-of-way. In addition, no fence in excess of four feet in height shall be installed within a residential front yard.

(f) No fence installed in a residential front yard shall be constructed of any material that restricts the view through such fence by more than 50 percent of the total barrier as viewed from the street.

(g) Except as provided in subsection (h) of this section, no fence which is constructed of wire, including chainlink fencing, shall be installed between the principal structure on a residential zoning lot and any adjoining street right-of-way.

(h) Except in ER estate residential, and AR agricultural zoning districts, no fence permitted in subsection (h) of this section shall be installed in a residential front yard.

(Code 1980, § 5-174(2))

Sec. 18-342. Commercial standards.

(a) The standards in this section shall apply to all fences in the following zoning districts: LC, GC, LUC, and OI.

(b) No fence or portion of a fence shall exceed eight feet in height, unless specifically approved in accordance with the site plan review process in the land development ordinance, appendix B to this Code; however, in no instance shall any fence exceed ten feet in height.

(c) No fence comprised of metal parts shall be installed in a commercial area unless all exposed metal parts are vinyl-coated or painted a standard dark brown, dark green or black color to blend into the natural surroundings.

(d) No fence which is constructed of wire, including chainlink fencing, and no fence in excess of four feet in height shall be installed between the principal structure on a zoning lot and any adjoining street right-of-way line. On a zoning lot with multiple street frontages, this restriction shall apply on all street frontages. On a zoning lot with no principal building erected on the lot, this restriction shall apply to required setback areas that adjoin a street right-of-way.

(Code 1980, § 5-174(3))

Sec. 18-343. Industrial standards.

(a) The standards in this section shall apply to all fences in the following zoning districts: LI, FI, LUI, and AFI.

(b) No fence or portion of a fence shall exceed ten feet in height.

(c) No fence comprised of metal parts shall be installed in a front yard setback area unless all exposed metal parts are vinyl-coated or painted a standard dark brown, dark green or black color to blend into the natural landscape.

(d) No fence which is constructed of wire, including chainlink fencing, and no fence in excess of six feet in height shall be installed between the principal structure on a zoning lot and any adjoining street right-of-way line. On a zoning lot with multiple street frontages, this restriction shall apply on all street frontages. On a zoning lot with no principal building erected on the lot, this restriction shall apply to all required setback areas that adjoin a street right-of-way.

(Code 1980, § 5-174(4))

Sec. 18-344. Variances.

Each fence 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 article XII, section 1202.2 of the city's zoning ordinance.

(Code 1980, § 5-175; Ord. No. 878, 3-16-2006)

Secs. 18-345--18-375. Reserved.

ARTICLE XIV. TELECOMMUNICATION TOWERS AND ANTENNAS*

*Editor's note: Art. XIV was formerly numbered as Art. XI.

Cross references: Community antenna television systems, ch. 26.

Sec. 18-376. Purpose.

The purpose of this article is to establish minimum guidelines for the siting of telecommunication towers and antennas, to advocate the joint use of new and existing tower sites, and to help provide telecommunication services to the community effectively and efficiently. The guidelines in this article are designed to configure towers and antennas in a way that, while conforming to the mandates of federal law, minimizes the potential adverse impact they may have on nearby properties by locating them in nonresidential areas and to discourage their proliferation throughout the city.

(Ord. No. 691, § 5-183, 3-19-1998)

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:

Antenna means any exterior apparatus designed for telephonic, radio or television communications through the sending and/or receiving of electro-magnetic waves.

Building official means the building official of the City of Peachtree City.

City planner means the city planner of the City of Peachtree City.

Code enforcement officer means the code enforcement officer of the City of Peachtree City.

FAA means the Federal Aviation Administration.

FCC means the Federal Communications Commission.

Height means, when referring to a tower or other structure, the distance measured from ground level to the highest point on the tower or other structure, even if the highest point is an antenna.

Preexisting towers and antennas means any tower or antenna for which a permit has been properly issued prior to March 19, 1998.

Tower means any 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 and television transmission towers, microwave towers, common-carrier towers, cellular telephone towers, alternative tower structures, and the like.

Tower facilities means towers, antennas, all accessory buildings, and tower anchors.

(Ord. No. 691, § 5-184, 3-19-1998)

Cross references: Definitions generally, § 1-2.

Sec. 18-378. Applicability.

(a) All towers and antennas erected within the city shall comply with the requirements of this article; except that this article shall not govern any tower or antenna 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) Preexisting towers and antennas shall not be required to meet the requirements of this article, except for those requirements specified in section 18-380(c), (d), and in section 18-381.

(Ord. No. 691, § 5-185, 3-19-1998)

Sec. 18-379. Application.

(a) All applications for the installation of towers and antennas must be prepared, reviewed, approved and implemented in accordance with the city's established site plan review process.

(b) All information in an application of a technical nature must be certified by a professional in the appropriate field who is licensed to practice in the state.

(c) The owner or agent of the owner of the property on which a tower or antenna is proposed to be located must sign the application along with the representative of the company that owns the tower or antenna.

(d) Any application submitted for approval must meet all the requirements outlined in section 18-380.

(e) The city shall consider the following factors in determining whether to approve an application:

- (1) Height of the proposed tower, including consideration of the proposed structure's distance from the runway surface at Peachtree City-Falcon Field Airport and the potential for such structure penetrating any protected associated airspace;
- (2) Proximity of the tower to residential areas;
- (3) Nature of uses on adjacent and nearby properties;
- (4) Surrounding topography;
- (5) Surrounding tree coverage and existing vegetation;
- (6) Design of the tower, with particular reference to design characteristics that have the effect of reducing or eliminating visual obtrusiveness; and
- (7) Proposed ingress and egress.

(f) In granting its approval, the city, through the council or its designee, may impose special conditions it feels are necessary to minimize the adverse effect of a proposed tower or antenna on adjoining property.

(g) No new tower shall be permitted unless the applicant demonstrates to the satisfaction of the city that no existing tower nor any towers in the approval process can accommodate the applicant's proposed antenna. All evidence submitted shall be signed and sealed by appropriate licensed professionals or qualified industry experts. Evidence submitted to demonstrate that no existing tower or structure can accommodate the proposed antenna shall consist of one or more of the following:

- (1) That no existing towers or suitable alternative tower structures are located within the geographic antenna placement area required to meet the applicant's engineering requirements.
- (2) That existing towers or structures are not of sufficient height to meet the applicant's engineering requirements.
- (3) That existing towers or structures do not have sufficient structural strength to support the applicant's antenna and related equipment.
- (4) That the applicant's proposed antenna would cause electro-magnetic interference with the antennas on the existing towers or structures, or the antenna on the existing

towers or structures would cause interference with the applicant's proposed antenna.

(5) That the cost or contractual provisions required by the tower owner to share an existing tower or structure or to adapt an existing tower or structure for sharing exceed the cost of new tower development.

(6) That the applicant adequately demonstrates that there are other limiting factors that render existing towers and structures unsuitable, other than economic reasons.

(h) If it is determined that the applicant cannot feasibly locate an antenna on an existing tower, the applicant must then demonstrate that the proposed new tower is designed so that it can accommodate as many additional antennas as possible. No single-purpose towers will be permitted unless conclusive proof can be submitted that there is no other feasible alternative.

(Ord. No. 691, § 5-186, 3-19-1998)

Sec. 18-380. Requirements.

(a) Towers and antennas may be considered to be either principal or accessory uses on a particular zoning lot. For purposes of locating a tower or antenna on a particular lot, the dimensions of the entire lot shall control, even though the tower or antenna may be located on a leased parcel within the overall lot.

(b) Towers and antennas 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.

(c) All towers and antennas 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 towers or antennas. If such standards and regulations are changed, the owners of the towers and antennas governed by this article shall bring such towers and antennas 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 towers and antennas into compliance with such revised standards and regulations shall constitute grounds for the removal of the tower or antenna at the owner's expense and shall result in appropriate action by the code enforcement officer.

(d) All towers and antennas 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 tower 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 tower, the owner shall have 30 days to bring such tower into compliance with such standards. If the owner fails to bring such tower into compliance with such standards, appropriate action will be taken by the code enforcement officer.

(e) Towers and antennas should not exceed 350 feet in height and may be located only within the following zoning districts without a special variance as provided in section 18-382:

- (1) AR agricultural reserve;
- (2) OS open space;

- (3) LI limited industrial; and
 - (4) GI general industrial.
- (f) In addition, no tower facilities shall be located in the following areas:
- (1) Within 200 feet of a residential property line, or a distance equal to the height of the tower and its antennas, whichever is the greater distance from the residential property line;
 - (2) Within 200 feet of a public street right-of-way line; and
 - (3) Within 50 feet of a nonresidential property line.
- (g) All tower facilities, except for tower anchors, shall be secured by an appropriate fence or wall that is designed and installed in accordance with section 18-337 et seq. of this chapter.
- (h) All tower facilities shall be appropriately landscaped in accordance with the city's landscaping ordinance, appendix B, section 1101 et seq. Existing vegetation on the site shall be preserved as much as possible.
- (i) All tower facilities shall be separated from adjoining residential property by a suitable buffer consisting of a fence or wall at least six feet in height, or by a planting screen at least six feet in height at the time it is planted. It is intended that the required buffer at least provide a reasonable visual separation between the residential property and the lower portions of the tower facilities.
- (j) Towers and antennas shall not be lighted in any way except as may be required by the FAA, the airport authority, or the city for purposes of public safety; nor shall any tower or antenna contain any signage.

(Ord. No. 691, § 5-187, 3-19-1998)

Sec. 18-381. Tower certification.

- (a) An annual tower certification shall be required for any tower or antenna in the city, including those legally in use on the effective date of this article. Certification shall be submitted to the city planner and shall be signed and notarized by the tower owner or his authorized representative by January 31 each year.
- (b) A tower certification shall consist of a current description of the tower's location, height, physical condition, antennas, support facilities and other important characteristics specified by the city.
- (c) Any towers or antennas, including preexisting towers and antennas, that are not in use for a continuous period of 12 months shall be considered abandoned. The owner of such antenna or tower shall remove the tower within 90 days of receipt of notice from the city officially notifying the owner of such abandonment. If such antenna or tower is not removed within the 90-day period, the code enforcement officer shall take appropriate enforcement action.

(d) If there are two or more authorized users of a single tower, a tower shall not be considered abandoned until all authorized users cease using the tower.

(Ord. No. 691, § 5-188, 3-19-1998)

Sec. 18-382. Variances.

Each telecommunication tower or antenna shall comply with the provisions of this chapter, unless a written request is filed and approved to waive this requirement. All variance procedures shall be held in strict conformance with the procedures for variances as set forth in article XII, section 1202.2 of the city's zoning ordinance. Under no circumstances shall a variance be granted to allow a tower or antenna to be located within an established residential area.

(Ord. No. 691, § 5-189, 3-19-1998; Ord. No. 879, 3-16-2006)

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.

This _____ day of _____ 2006.

Harold K. Logsdon, Mayor

Attest: _____
City Clerk

(c) The building code is amended as follows:

- (1) It shall be required on all residential construction that felt paper be used under all roofing material.
- (2) It shall be required on all residential construction that French drains or other suitable drainage systems be installed around all foundations.
- (3) Each family housing development containing two or more contiguous units shall be constructed with a one-hour firewall between each family unit. The required firewalls may be either vertical or horizontal, or both, as required by the design features of each housing development, as determined by the building inspector. All vertical firewalls shall extend through the attic to the roof line. All horizontal firewalls shall extend to the exterior walls of the building.
- (4) All wood shingles and shakes used as roof coverings outlined in section 706.6 of the 1985 edition of the Standard Building Code and all future editions of the Standard Building Code shall be prohibited.
- (5) Smoke detectors are required in single-family and multifamily dwellings.
 - a. Smoke detectors, with AC as a primary source of electric power and a battery backup system as a secondary power source, shall be required in all single-family and multifamily dwellings.
 - b. The secondary source of power shall be of sufficient capacity to operate the system for 24 hours and thereafter to sound alarm devices for not less than four minutes.
 - c. A distinctive trouble signal shall be given before the secondary power supply is incapable of operating the equipment for alarm purposes.

The Standard Plumbing Code (1988 edition with 1990 revisions) shall be amended by deleting appendix J in its entirety and substituting a new appendix J, Water Conservation, to read as follows:

J 101 GENERAL

Automatic flush devices of the siphonic design shall not be used to operate urinals.

J 102 WATER CLOSETS

Water closets, either gravity tank, flushometer valve, or flushometer tank operated, shall be designed, manufactured and installed to be operable and adequately flushed with no more than 1.6 gallons per flushing cycle when tested in accordance with applicable standards.

J 103 URINALS

Urinals shall be designed, manufactured and installed to be operable and adequately flushed with no more than 1.0 gallon of water per flush.

J 104 LAVATORY FACILITIES

J 104.1 Public Facilities

Faucets for public lavatories shall be equipped with outlet devices which limit the flow of water to a maximum 0.5 gpm or be equipped with self-closing valves that limit the delivery to a maximum of 0.25 gallon of hot water for recirculating systems and to be a maximum of 0.5 gallon for non-recirculating systems.

J 104.2 Private Facilities

Faucets for private lavatories shall be designed, manufactured and installed to deliver water at a flow rate not to exceed 2.0 gpm when tested in accordance with applicable standards.

J 105 SHOWERHEAD

Showerheads shall be designed, manufactured and installed to deliver water at a rate not to exceed 2.5 gpm of water at 60 pounds per square inch of pressure when tested in accordance with applicable standards.

J 106 SINK FAUCETS

Sink faucets shall be designed, manufactured and installed to deliver water at a rate not to exceed 2.5 gallons of water per minute when tested in accordance with applicable standards.

J 107 EXCEPTIONS

These fixture uses or applications shall be exempt from the above standards:

- (a) Showers and faucets installed for safety purposes, like emergency eye wash stations.
- (b) Plumbing fixtures designed specifically for the physically handicapped.
- (c) Fixtures designed specifically to withstand unusual abuse or for installation in a correctional institution.
- (d) When repair or renovation does not include replacement of plumbing fixtures.
- (e) When fixtures would not work properly because of design, capacity or installation.
- (f) Toilets for juveniles.

J 108 EFFECTIVE DATES

The effective date of these standards for residential buildings shall be April 1, 1992, and for commercial buildings shall be July 1, 1992.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager *Benjamin M. Mull*
Developmental Services Director *David*

FROM: City Planner/ Zoning Administrator

DATE: November 30, 2006

SUBJECT: Adoption of Transmittal Resolution for Annual Impact Fee Financial Report
December 7, 2006 City Council agenda

Recommendation:

Staff recommends that City Council approve the attached Transmittal Resolution authorizing the Mayor to forward the Annual Impact Fee Financial Report for FY 2006 to the Atlanta Regional Commission and the Department of Community Affairs for review.

Discussion

Staff is continuing to work on the update to the city's Comprehensive Plan, which will be forwarded to the Atlanta Regional Commission (ARC) and the Georgia Department of Community Affairs (DCA) for review and approval prior to the June 30, 2007 re-certification date. This document will include updates to the Short Term Work Program (STWP) and the Capital Improvements Element (CIE).

In accordance with the Development Impact Fee Compliance Requirements Procedures for Local Comprehensive Planning established by the Georgia Planning Act of 1989, the city must continue to submit an annual report to ARC and DCA for review and approval. This document must be submitted for review and approval by February 28, 2007.

City Council must adopt a Transmittal Resolution authorizing the Mayor to forward the annual report to ARC and DCA for review. Should comments be received, the report will be revised and re-submitted for approval. City Council must adopt these updates by February 28, 2007. These updates must be prepared and adopted on an annual basis as specified within the Georgia Planning Act and the Development Impact Fee Compliance Requirements in order for the City to maintain its status as a Qualified Local Government (QLG).

Budget impact:

There are no budget impacts associated with this request.

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF PEACHTREE CITY
REGARDING UPDATES TO THE
ANNUAL IMPACT FEE FINANCIAL REPORT FOR FY 2006**

WHEREAS, the City of Peachtree City is working on a partial update to the city's Comprehensive Plan and associated Short Term Work Program (STWP) in accordance with the revised Local Planning Standards as adopted by the Georgia Department of Community Affairs (DCA); and

WHEREAS, the City of Peachtree City is also working on an update to the Capital Improvements Element (CIE) in accordance with the Development Impact Fee Compliance Requirements Procedures for Local Comprehensive Planning established by the Georgia Planning Act of 1989; and

WHEREAS, the city plans to submit these documents for review and approval by the amended June 30, 2007 re-certification date; and

WHEREAS, the City of Peachtree City must continue to submit the Annual Impact Fee Financial Report in accordance with the Development Impact Fee Compliance Requirements Procedures for Local Comprehensive Planning established by the Georgia Planning Act of 1989.

BE IT THEREFORE RESOLVED, the Mayor and Council of the City of Peachtree City do hereby submit the Annual Impact Fee Financial Report for FY 2006 to the Atlanta Regional Commission for review, as per the requirements of the Georgia Planning Act of 1989.

SO RESOLVED, this _____ day of _____, 2006.

Harold Logsdon, Mayor

Attest:

City Clerk

City of Peachtree City						
Annual Impact Fee Financial Report - Fiscal Year 2006						
Public Facility	Roads/Bridges	Parks/Recreation	Library	Police	Fire	TOTAL
Service Area						
Impact Fee Fund Balance at September 30, 2005	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Impact Fees Collected in Fiscal Year 2006	16,170	73,570	1,750	490	22,610	114,590
Accrued Interest	-	-	-	-	-	-
(Administrative/Other Costs)	-	-	-	-	-	-
(Impact Fee Refunds)	-	-	-	-	-	-
(Project Expenditures)	(16,170)	(73,570)	(1,750)	(490)	(22,610)	(114,590)
Impact Fee Fund Balance at September 30, 2006	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Impact Fees Encumbered	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

City of Peachtree City

Capital Improvements Project Update for FY 2006

Public Facility: Service Area:	Roads/Bridges							
	Project Start Date	Project End Date	Estimated Cost of Project	Percentage of Funding from Impact Fees	Other Funding Sources	Expenditures for FY 2006	Impact Fees Encumbered through FY 2006	Status/ Remarks
Pedestrian Paths & Bridges	1993	1998	\$ 175,888	52.81%	City	\$ -	\$ -	Reimburse Expenditures
Brown Road Improvement	1993	1993	218,315	33.84%	City	-	-	Reimburse Expenditures
Highway 54 Underpass	1992	1992	246,000	41.70%	City	-	-	Reimburse Expenditures
Highway 74 Bike Path Bridge	1993	1996	354,048	61.84%	City	16,170	-	Reimburse Expenditures
Crabapple Lane West	1997	1998	571,307	22.07%	City	-	-	Reimburse Expenditures
Sumner Road	1998	2001	251,199	2.70%	City	-	-	Reimburse Expenditures
TOTAL OF COSTS, EXPENDITURES & IMPACT FEES ENCUMBERED			\$ 1,816,757			\$ 16,170	\$ -	

City of Peachtree City

Capital Improvements Project Update for FY 2006

Public Facility: Service Area:	Parks/Recreation							
	Project Start Date	Project End Date	Estimated Cost of Project	Percentage of Funding from Impact Fees	Other Funding Sources	Expenditures for FY 2006	Impact Fees Encumbered through FY 2006	Status/ Remarks
Recreation Land	1993	1994	\$ 1,332,413	94.08%	City	\$ 35,000	\$ -	Reimburse Expenditures
Recreation Facilities	1993	1995	3,089,333	89.69%	City	37,800	-	Reimburse Expenditures
Recreation Administration Building	1993	1996	362,425	15.57%	City	770	-	Reimburse Expenditures
TOTAL OF COSTS, EXPENDITURES & IMPACT FEES ENCUMBERED			\$ 4,784,171			\$ 73,570	\$ -	

City of Peachtree City		Capital Improvements Project Update for FY 2006						
Public Facility: Service Area:	Library							
	Project Start Date	Project End Date	Estimated Cost of Project	Percentage of Funding from Impact Fees	Other Funding Sources	Expenditures for FY 2006	Impact Fees Encumbered through FY 2006	Status/ Remarks
Library Expansion	1993	1995	\$ 564,283	22.73%	City	\$ 1,750	\$ -	Reimburse Expenditures
TOTAL OF COSTS, EXPENDITURES & IMPACT FEES ENCUMBERED			\$ 564,283			\$ 1,750	\$ -	

City of Peachtree City

Capital Improvements Project Update for FY 2006

Project Description	Public Facility: Service Area:		Police					
	Project Start Date	Project End Date	Estimated Cost of Project	Percentage of Funding from Impact Fees	Other Funding Sources	Expenditures for FY 2006	Impact Fees Encumbered through FY 2006	Status/ Remarks
Police Expansion I	1993	1993	\$ 57,259	26.88%	City	\$ 210	\$ -	Reimburse Expenditures
Police Expansion II	1993	1993	34,090	60.20%	City	280	-	Reimburse Expenditures
TOTAL OF COSTS, EXPENDITURES & IMPACT FEES ENCUMBERED			\$ 91,349			\$ 490	\$ -	

City of Peachtree City

Capital Improvements Project Update for FY 2006

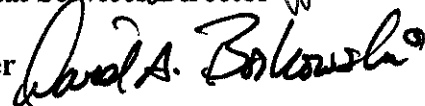
Public Facility: Service Area:	Fire							
	Project Start Date	Project End Date	Estimated Cost of Project	Percentage of Funding from Impact Fees	Other Funding Sources	Expenditures for FY 2006	Impact Fees Encumbered through FY 2006	Status/ Remarks
Kedron Fire Station & Equipment	1993	1994	\$ 497,754	51.96%	City	\$ -	\$ -	Reimburse Expenditures
Leach Fire Station	2000	2001	1,731,333	9.55%	City	22,610	-	Reimburse Expenditures
TOTAL OF COSTS, EXPENDITURES & IMPACT FEES ENCUMBERED			\$ 2,229,087			\$ 22,610	\$ -	

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: City Council

VIA: City Manager 
Developmental Services Director

FROM: City Engineer 

DATE: November 29, 2006

SUBJECT: Acceptance of Drainage Easement for Culvert Construction at 708 Hip Pocket Road
December 7, 2006 City Council Meeting

Recommendation:

Staff recommends that Council accept the attached drainage easement for the culvert construction at 708 Hip Pocket Road.

Discussion:

The design for the culvert replacement/upgrade under Hip Pocket Road adjacent to 708 Hip Pocket Road and 235 Cedar Drive is complete. However, a permanent drainage easement is required for the installation and maintenance of this culvert.

Staff has acquired a signed easement. The City Attorney has reviewed the easement. The easement will be recorded after City Council accepts the easement.

Budget Impact:

There will be an operational cost to the Stormwater Utility for periodic maintenance of the 796 square foot easement.

Attachments

cc: City Engineer's File

After recording, return to:

Theodore P. Meeker, III
Davis & Meeker, LLC
6631 Watson Street
Union City, GA 30291

**STATE OF GEORGIA
COUNTY OF FAYETTE**

DEED OF EASEMENT

THIS INDENTURE, made and entered into this 29 day of November in the year 2006, between Mr. Curtis E. Edwards as party of the first part, hereinafter referred to as "GRANTOR", and the City of Peachtree City, a political subdivision of the State of Georgia, as party of the second part, hereinafter referred to as "GRANTEE" (GRANTOR" and "GRANTEE" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESS THAT: Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these present does hereby grant, bargain, sell, alien, convey and confirm unto the said Grantee the following:

A perpetual non-exclusive easement over, through, under and across certain property described below being a permanent easement approximately forty (40) feet in width as described within the Easement Exhibit for Hip Pocket Road Culvert Replacement (Exhibit "A"). Such exhibit is, by this reference, incorporated herein and made a part hereof. That certain property, upon which this easement crosses, is more fully described in the Legal Description (Exhibit "B") attached hereto and is, by this reference, incorporated herein and made a part hereof.

The purpose of the grant of easement is to allow the Grantee, through its agents and employees, the right and privilege to install, construct and maintain a Drainage Easement, together with all necessary and required pipes, conduits and apparatus, over, through, under, and across the subject property. The permanent easement herein granted shall be perpetual in duration.

The Grantor shall assume no liability for injuries or damages to public users of the City's drainage easement, and Grantor shall forfeit no other property rights by virtue of the existence of this easement on his property.

This instrument shall be binding upon the heirs, successors and assigns of the Grantor herein and shall inure to the benefit of the successors in interest of the grantee herein.

IN WITNESS WHEREOF, the grantor has hereunto set their hands and seals, or if corporate, have caused this document to be executed by its duly authorized officers and its seal to be hereunto affixed, as of this day and the year first above written.

OWNER: Mr. Curtis E. Edwards

By: CURTIS EDWARDS
Printed Name

Curtis Edwards
Signature

Signed sealed and delivered,
In the presence of

Mary [Signature]
Witness

NOTARY:

COLIN W. HALTERMAN
Printed name

Colin W. Halterman
Signature

My Commission expires:

5/26/07
SEAL



LOBLOLLY COURT
50' R/W

P.O.C.

S23°42'54"E 72.48'

30

R=1017.60'
L=73.85'
C=73.83'
CB=S25°47'39"E

796 SF PERMANENT
DRAINAGE EASEMENT

P.O.B.

N13°27'04"E
59.16'

R=1017.60'
L=40.16'
C=40.15'
CB=S29°00'13"E

A PART OF LOT 30, SECTION NUMBER 12,
LAKE PEACHTREE SUBDIVISION RECORDED IN
PLAT BOOK 6, PAGE 61,
LAND LOT 128 OF THE 7TH DISTRICT OF
FAYETTE COUNTY, GEORGIA

25' UTILITY EASEMENT

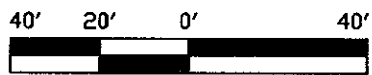
PUBLIC (PER PB 4 PG 154)
PARK (PER PB 6 PG 87)

HIP POCKET ROAD
60' R/W

S55°59'27"W
40.09'

40'
SANITARY
SEWER &
DRAINAGE
EASEMENT

PUBLIC (PER PB 4 PG 154)



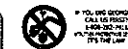
SCALE: 1" = 40'



INTEGRATED
**Science &
Engineering**

ATLANTA - SAVANNAH
185 NORTON CROSSING, FAYETTEVILLE, GEORGIA
877.451.6292 (TOLL FREE)
404.451.6292

EASEMENT EXHIBIT
FOR
HIP POCKET ROAD CULVERT REPLACEMENT
CITY OF PEACHTREE CITY, GEORGIA



NO.	REVISIONS	DATE

EXHIBIT A

PROJECT NUMBER
01098.48
DRAWN BY
MRM
CHECKED BY
RG
DATE
JUNE 2006

EXHIBIT "B"

All of that tract or parcel of land lying and being in Land Lot 128 of the 7th District of Fayette County, Georgia and being a part of lot 30, Section Number 12, Lake Peachtree Subdivision recorded in Plat Book 6, Page 61, said lot is also located in the City Limits of Peachtree City and is more particularly described as follows:

To arrive at the True Point of Beginning, Commence at the intersection of the southerly right-of-way of Loblolly Court (50') and the westerly right-of-way of Hip Pocket Road (60');

THENCE along the westerly right-of-way of Hip Pocket, South 23 degrees 42 minutes 54 seconds East for a distance of 72.48 feet to a point;

THENCE along a curve to the left having a radius of 1017.60 feet and an arc length of 73.85 feet, being subtended by a chord of South 25 degrees 47 minutes 39 seconds East for a distance of

73.83 feet to a point, said point is The True Point of Beginning;

THENCE along said right-of-way, along a curve to the left having a radius of 1017.60 feet and an arc length of 40.16 feet, being subtended by a chord of South 29 degrees 00 minutes 13 seconds East for a distance of 40.15 feet to a point being the intersection of the westerly right-of-way of Hip Pocket Road and the northerly limit of a combined 40 foot storm and sanitary sewer easement;

THENCE leaving said right-of-way and along said easement, South 55 degrees 59 minutes 27 seconds West for a distance of 40.09 feet to a point;

THENCE North 13 degrees 27 minutes 04 seconds East for a distance of 59.16 feet to a point and The True Point of Beginning;

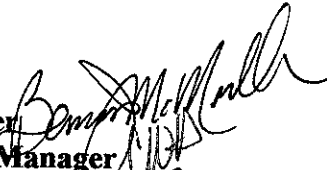
Together with and subject to covenants, easements, and restrictions of record.

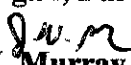
Said property contains 0.018 acres more or less.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: City Council and Mayor

VIA: Bernard McMullen, City Manager 
Colin Halterman, Assistant City Manager
Paul Salvatore, Financial Services Director P.S.
Janet Camburn, Assistant Financial Services Director 
Angela Egan, Purchasing Agent 

FROM:  James V. Murray, Chief of Police

DATE: November 30, 2006

SUBJECT: Renewal of Wrecker Service Agreement
City Council Meeting December 7th, 2006

Recommendation: Staff recommends that the towing contract between the City of Peachtree City and Parker Wrecker Service be extended for an additional year. This will maintain continuity in our current impound records system, as well as continue a very effective working relationship between the Police Department and Parker Wrecker Service, a local business.

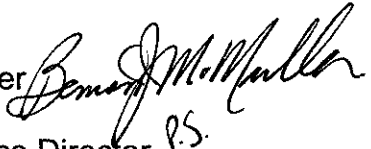
Discussion: Parker Wrecker Service was awarded the contract by Council in 2003. Since awarding this contract, the Police Department has received excellent towing services, exceptional on-call response times, very good customer service, cooperation, and positive feedback from a number of citizens. Parker Wrecker Service has proven itself as a reputable business within our community and has continued to offer a quality service. The business has been consistent in reporting requirements and cooperative when providing tow records during periodic inspections. After speaking with Janet Parker, the owner of Parker Wrecker Service, she has agreed to maintain the same tow rates that are identified in the initial contract.

Budget Impact: There is no budget impact as this is a contractual agreement involving a private tow company.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Bernard J. McMullen, City Manager 

FROM: Paul J. Salvatore, Financial Service Director *P.S.*
Janet I. Camburn, Assistant Finance Director *JC*

DATE: November 28, 2006

SUBJECT: Collection Agency - Stormwater Utility
December 7, 2006 City Council Consent Agenda

Recommendation:

That City Council approve entering into an agreement with PRA Government Services, LLC, dba Revenue Discovery Systems ("RDS") for the management of aged accounts receivable through the Georgia Municipal Association ("GMA") for the collection of past due stormwater utility bills, and authorize the City Manager to sign the attached standard agreement previously reviewed by City Attorney Meeker.

Discussion:

On February 2, 2006, City Council approved an ordinance establishing a Stormwater Utility. As part of this ordinance the City has billed approximately 11,500 annual stormwater utility bills and approximately 350 customers monthly stormwater utility bills. At this time there are about 650 unpaid annual bills. Although there are delinquencies on some monthly bills, there is only one monthly bill that the City still has not received a payment on the account.

Section 82.109 (b) 1 and 2 of the approved ordinance allows the City to collect unpaid accounts using all methods allowed by Georgia law and further indicates the City shall assess all costs of collections against the property owner. In discussions with the City Manager and the City Attorney, it has been determined that the best method to collect the unpaid accounts is to turn these over to a collection agency. The Georgia Municipal League recently solicited requests for proposals for collection services as a service to their member municipalities. GMA has awarded a contract to RDS for these services. City Staff attended a presentation by GMA and RDS in Macon a few months ago and were pleased with the services that RDS can offer the City. City Staff met again directly with the Georgia Regional Account Manager of RDS and feel that this service will serve the City well. RDS will charge a 27 percent fee on the unpaid amounts that are turned

over to them for collection. Based on the City ordinance, this fee will be added to the amount currently due from the customer. After 60-days of the collection process and approval by the City, unpaid accounts will be submitted to credit bureaus for listing on the debtors credit record.

City Staff recommends entering into an agreement with RDS, with plans to turn unpaid accounts over to them for collection in early January 2007 for resolution prior to the late March 2007 next annual stormwater billing.

Budget Impact:

There is no budget impact on the Stormwater Utility Fund. With this agreement, all collection fees will be passed on to the stormwater customer.

JIC/COUNCIL/RDS/COLLECTION SERVICE

Debt Collections Agreement Aged Receivables Management

This agreement made as of the ____ day of _____, 2006 by and between PRA Government Services, LLC dba Revenue Discovery Systems ("RDS") and _____ ("CLIENT") as part of an aged receivables management program offered through the Georgia Municipal Association, Inc. ("GMA").

1. The following are the payment terms set forth in this agreement:

Debt Summary Overview	GMA Pilot Project Collection Fee
< \$100 per average placement and < 1 year old	(27%)
> \$100 per average placement and < 1 year old	(23.4%)
Placements > 1 year old	(27%)
Seconds (defined as: placements where recovery efforts have already taken place)	(35.1%)

2. RDS's standard procedures generally include the following steps to collect CLIENT's Aged

Receivables:

Step 1: Initiate account contact:

Includes a validation notice mailed to the debtor within forty- eight hours after RDS receives account information.

Step 2: Soft Collection calling:

Includes additional debtor contact by initiating soft calling in a manner that is cost effective while enhancing constituent relations. Specifically, the process will include:

- 1. 1st Phone Call,** 7-days after the notice is mailed we will make the 1st contact with the debtor and request a payment.

2. **2nd Phone Call**, 14- days we will attempt to contact the debtor at different times of the day.
3. **3rd Phone Call** will be made on all accounts > \$250. This will be made approximately 21-days after placement.

Step 3: Intensive Collection:

Intensified contact as the account ages. During this time RDS will modify its calling patterns and initiate skip tracing activity as needed to ensure greater success.

Specifically, the process will include:

1. 2nd Notice will be mailed after the account has been placed for 35-days.
2. Skip-Trace all accounts > \$150.00, if the account was not Skip-traced at the time of placement.
3. At 60-days, Close all the accounts without payment <\$100.00.

Step 4: Review Accounts for Additional Action:

Upon completion of Step 3, all accounts not collected will be sent to the CLIENT for their review and approval prior to submitting the accounts to the credit bureaus for listing on the debtors credit record. Within 10 business days of receipt the CLIENT will provide RDS with written notice of accounts to be reported to the credit bureau. Prior to reporting any accounts to the credit bureau RDS will provide notification to the debtor.

3. All check payments to RDS will be allowed to clear prior to remittance to CLIENT. In the event that RDS remits to CLIENT a payment that is reversed (NSF, charge back, credit card), RDS will deduct the amount from the CLIENT invoice on the next statement cycle. If a return item results in an amount due from CLIENT, CLIENT shall remit payment to RDS in accordance with the terms of this agreement.
4. RDS will remit on a NET basis by the 15th of each month for collections made in the previous month. Any amount billed by RDS to the client is payable within 30 days after receipt of an invoice.
5. RDS will begin the collection process on CLIENT accounts beginning the day the accounts are placed. RDS, therefore, will earn a fee on all debtor payments made directly to the CLIENT or to RDS beginning immediately after account is placed with RDS. If the debtor returns to the city for the purpose of reestablishing utility service

after RDS's collection efforts have been dormant for ninety (90) days, RDS will not be entitled to its collection fee on those accounts.

6. CLIENT shall report payments received from debtor within one day to RDS. RDS will net its collection fee from the CLIENT's monthly payment. If there is no distribution to the CLIENT for that month, RDS will invoice the CLIENT for actual charges incurred. RDS shall not be held responsible for any action, loss, or damage resulting from CLIENT'S failure to report payments directly to RDS, and CLIENT shall not indemnify and hold harmless RDS from any damages resulting from failure to report payments.
7. RDS will make available to the CLIENT collection information, including all RDS contacts and activities, via a web based link to RDS's collection system.
8. RDS is serving the CLIENT solely as a collection agent and will exercise reasonable business judgment in its actions. RDS does not and will not engage in any professional activities or endeavors other than that of a licensed and qualified collection agency. To the extent allowed by law, the CLIENT indemnifies RDS against any claims or liabilities because of the inaccuracy, invalidity or illegality of any claims referred to RDS for collection or because of any incorrect information furnished by the CLIENT to RDS. CLIENT acknowledges that RDS is not responsible for any defenses or claims the debtor may have against the CLIENT. Likewise, RDS indemnifies CLIENT against any claims or liabilities that may arise as a result of RDS's actions or inactions.
9. Either party may terminate this Agreement by giving the other party thirty (30) days prior notice by certified mail. Should either party terminate this agreement, RDS will be entitled to payments made on accounts originally placed and for which Step 1 has been completed prior to termination. RDS is entitled to payment for collections initiated prior to termination for a period of sixty (60) days after the termination date of the contract. Upon termination of the contract RDS agrees not to make any additional collection attempts on the placed accounts.
10. The Agreement shall terminate absolutely and without further obligation on the part of the CLIENT at the close of the calendar year in which it is executed and at the

close of each succeeding calendar year for which it may be renewed. The total obligation of the CLIENT for the calendar year of execution and in each calendar year renewal term, if renewed, shall be determined by the services utilized by CLIENT as the purchaser of such services pursuant to Section 1. The Agreement shall obligate the CLIENT only for those sums payable during the calendar year of execution or for those sums payable in the individual calendar year renewal term. Title to any supplies, materials, equipment or other personal property of RDS or its subcontractors shall remain in RDS or its subcontractors.

11. Any violation of the Fair Credit Reporting Act, or any other applicable local, state or federal law by the CLIENT with respect to the administration of the aged receivables submitted to RDS for collection, will result in RDS terminating the agreement. Any violation of the Fair Credit Reporting Act, or any other applicable local, state or federal law by RDS with respect to the administration of the aged receivables submitted to RDS for collection, will result in CLIENT terminating the agreement.
12. . This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.
13. . This Agreement constitutes the entire Agreement between the parties and supersedes all prior Agreements and understandings with respect to the matters contained in it. This Agreement may be amended or modified in whole or in part by agreement, in writing, and executed in the same manner as this Agreement and making specific reference thereto.
14. . This Agreement may be executed simultaneously in one or more counterparts with the same effect as if the parties executing the several counterparts had executed one counterpart; provided, however that the several executed counterparts shall together constitute one and the same instrument.
15. . RDS agrees that it will perform all services outlined in this agreement in compliance with all applicable state and federal laws.

IN WITNESS WHEREOF, the parties hereto as of the date first above written have duly executed this Agreement.

Revenue Discovery Systems, Inc.

City of _____

By: _____

Kennon Walthall

Its: President

By: _____

Name: _____

Title: _____

RDS

3001 Second Avenue South

Birmingham, Alabama 35233

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council
VIA: City Manager *Benjamin J. Muller*
FROM: Financial Services Director *P.S.*
DATE: November 28, 2006
SUBJECT: PCTA Lease Amendment

December 7, 2006 City Council Meeting

Recommendation:

Approve the attached amendment to the lease agreement with the Peachtree City Tourism Association (PCTA) which addresses the terms of payment for support services provided by the City.

Discussion:

The City occasionally provides various support services for PCTA, as outlined in the attached document. The existing lease agreement stipulates a flat annual fee of \$10,000 for City staff to perform such services. As the amount of City staff time spent on performing these services has been drastically reduced since the lease was adopted, it has been determined that the \$10K fee is now excessive and that invoicing PCTA based upon actual time and materials would be more appropriate. The amendment has been approved by PCTA, as well as the City Attorney.

Budgetary Impact:

The FY 2007 PCTA Budget includes an appropriation of \$10,000 for City-provided support services.

STATE OF GEORGIA

COUNTY OF FAYETTE

AMENDMENT TO LEASE AGREEMENT

WHEREAS, a Lease Agreement (hereinafter "Agreement") by and between the City of Peachtree City (hereinafter called "Lessor") and the Peachtree City Tourism Association, Inc. (hereinafter called "Lessee") was entered into on January 5, 2004; and

WHEREAS, Lessor and Lessee have mutually agreed that the terms of said Agreement set forth in Paragraph 3.3 should be amended.

NOW THEREFORE, Lessor and Lessee agree to amend Paragraph 3.3 of the Agreement as follows:

3.3

(a) In accordance with a prior request of the Association, the City agrees; subject, however to certain stipulations as hereinafter set forth, perform the following work for the Association:

1. Provide payroll services to the Association, including but not limited to all withholding, IRS reporting, issuing payroll checks and related activities.
2. Assist in the preparation of the annual audit of the Association.
3. Provide information technology services to the Association.
4. Provide a city employee for the purpose of acting as the recording secretary for the Association as needed.
5. Provide city employees for the purpose of providing public safety services to the Association.
6. Provide maintenance and gasoline for Association vehicles.

(b) The Association understands and agrees that the ability of the City to perform all such requested services is subject to the City's own work schedule and subject further to the availability of the necessary City employees.

(c) Compensation. The Association agrees to reimburse the City for all expenses, including overtime pay, FICA, Medicare, retirement benefits and other withholding paid by or on behalf of the City to the employee(s) who provides any of the services to the Association. In addition, the Association agrees to reimburse the City for all actual expenses incurred for parts and fuel provided for Association vehicles. Said amounts shall be billed on an as-needed, but not less than quarterly basis, and shall be billed based upon the hours of work and the hourly rate of the employee who performs such work and the actual cost of parts and fuel provided to the Association.

The parties agree and acknowledge that all remaining terms and conditions set forth in the Agreement remain in full force and effect, but if any of the terms of said Agreement are in conflict with the terms of this Amendment, the terms of this Amendment shall control.

THIS AMENDMENT TO LEASE AGREEMENT EXECUTED IN COUNTERPARTS ON THE DATE BELOW EACH PARTY'S SIGNATURE, AND THE PARTIES HEREBY AFFIX THEIR NAMES, SIGNATURES AND SEALS WITH THE FULL INTENT TO BE BOUND THEREBY.

City of Peachtree City, Georgia

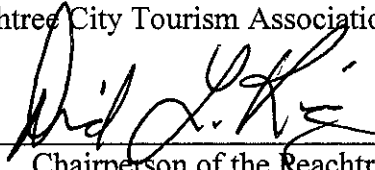
By _____
Mayor

Attest:

Date: _____

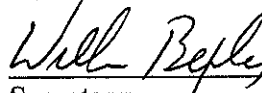
City Clerk (SEAL)

Peachtree City Tourism Association, Inc.

By  _____
Chairperson of the Peachtree City
Tourism Association, Inc.

Attest:

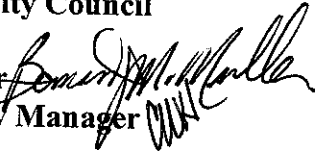
Date: _____

 _____
Secretary (SEAL)

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager 
Assistant City Manager 

FROM: Financial Services Director *g.g.*

DATE: November 17, 2006

SUBJECT: Financing for Performance Contract with Trane
December 7, 2006 City Council Meeting

Recommendation:

Accept the equipment lease financing proposal submitted by All Points Capital and authorize the Mayor to sign all the necessary agreements to close on the loan.

Discussion:

At the November 16, 2006 City Council Meeting, Council approved a performance contract with Trane in order to realize future energy savings by investing in new energy saving equipment. Through a competitive selection process, All Points Capital was chosen to provide equipment lease financing services for the city. Per the attached commitment letter, they have offered a 10-year fixed annual loan rate of 4.05% to finance the equipment detailed in the scope of services of the performance contract. This rate is viable through December 29 and is consistent with the financial data presented to Council when the performance contract was accepted.

Budgetary Impact:

The loan will result in new annual debt service payments equal to \$155,833, which will be offset by guaranteed energy savings as identified in the performance contract. A budget amendment will be presented to reflect the pro-rated impact on the FY 2007 budget, after the loan has gone to closing. Future years' budgets will be adjusted accordingly.

Kevin C. King
Director of Business Development

480 Olde Worthington Road, Suite 150
Westerville, Ohio 43082
kking@allpointscapital.com



November 15, 2006

Mr. Paul Salvatore, Director of Finance
City of Peachtree City
151 Willowbend Road
Peachtree City, Georgia 30269

Subject: Equipment Schedule 004 to Master Equipment Lease-Purchase Agreement

Dear Paul:

All Points Public Funding, LLC is pleased to present this commitment letter to the City of Peachtree City:

Master Equipment

Lease-Purchase Agreement:

No. 1 dated August 31, 2005 (the "Agreement")

Equipment Schedule Number:

004

Lessee:

Peachtree City, Georgia

Lessor:

Peachtree City Governmental Finance Corporation

Assignee:

All Points Public Funding, LLC

Financed Amount:

\$1,279,630.00

Use of Proceeds:

To finance equipment associated with the implementation of the "PACT" Agreement between the Lessee and Trane, a division of American Standard, Inc.

Term:

Ten (10) Years

Interest Rate:

4.05%

Monthly Lease Payments:

\$12,986.06

Rate Lock/Index:

The above-quoted Interest Rate shall be fixed for the entire term of the Lease and is valid provided that Equipment Schedule 004 closes no later than December 29, 2006.

Escrow Funding:

Lease proceeds will be funded into an escrow account at Bank National Trust Company. Disbursements from the escrow account will be made at the direction of the Lessee as equipment is delivered and accepted. Set-up expenses associated with the escrow account will be paid by All Points.

Escrow Earnings:

All income earned on and incurred in respect to the escrow account shall accrue to the benefit of the Lessee.

Thank you for the opportunity to offer this commitment letter. We look forward to working with you in the documentation and funding of this Equipment Schedule. Should you have any questions please do not hesitate to call me toll-free at 866-617-2337.

Sincerely,
All Points Public Funding, LLC

Kevin C. King
Director of Business Development

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager *Bonnie M. Mulla*
Assistant City Manager
Finance Director *P.S.*
Assistant Finance Director *J*

FROM: Director of Leisure Services *D.S.*

DATE: Nov. 28, 2006

SUBJECT: Consider Request from PTC Elementary for Playground Equipment Grant
Dec. 7, 2006 Council Meeting

Recommendation:

That Council approves a request for a matching grant of \$5,000 to the Peachtree City Elementary School's PTO for assistance funding new playground equipment. This would be a retroactive reimbursement for playground enhancements the PTO accomplished this summer in order to have new equipment installed prior to the start of school in the fall.

Discussion:

The PTC Elementary PTO originally requested this funding in April 2006 in accordance with City Administrative Regulation (CAR) 8-3. However, the PTO officers did not realize that the policy, since they last invoked it, had changed to require that funding be requested for the following city fiscal year. (PTC Elementary was the first school to be awarded this grant more than 5 years ago.) However, they proceeded with the needed improvements, drawing the remaining \$5,000 from another PTO line item with plans to request that Council approve this reimbursement after the start of FY 2007 in October. The request meets all requirements of the CAR. The funding was used to purchase new replacement equipment and to upgrade or repair existing equipment. The school's attendance boundaries are inside the city and the playground is available for use by the general public any time school is not in session. The Recreation Commission has reviewed this request and recommends approval contingent upon being able to implement the funding as requested.

Budget Impact:

If approved, \$5,000 would be drawn from the FY 2007 General Administration Budget, line item 100-1505-57-2020, Non-Profit Organization account for this purpose.

Attachment



**Funding Request
For Non-Profit Organizations**

Organization Information:

Organization Name: Peachtree City Elementary School / Playground Committee
Address: 201 Wisdom Road Peachtree City, GA 30269
Phone #: 770-631-3250 Fax #: 770-631-3249
Contact Person: Ann Walker, Julie Jaeger, Dr. Kiawana Kennedy
Title: Co-Chair, Co Chair, Principal
770 486-0060, 770 487-2588, 770-631-3250

Financial Information:

Total Annual Budget: The PTO has raised \$5,000 for the playground

Total Clients Served Annually: 575 students + 1000's of public clients

Peachtree City Residents Served Annually: The school's playground is used by thousands of PTC residents who come to Riley Field and the soccer fields for track meets, football, lacrosse, and soccer games.

Funding Request Information:

Funding Amount Requested: \$5,000

Funding Use(s): new play ground equipment, play ground improvements, repair

Additional Information on Organization/Services: we already have submitted a plan request to the recreation committee. we are asking for a matching fund of \$5000 to upgrade the playground areas. we are hoping to get the work completed before the start of the 2006-2007 school year.

REQUIRED ATTACHMENTS: 501c3 non-profit organizations must provide a copy of the previous calendar year form 990. Other non-profits must provide a current fiscal year budget.

Date Submitted: May 5, 2006 Council Approval Date: _____ Amount Approved: _____

Ms. Sherry McHugh
Peachtree City Recreation Department
191 McIntosh Trail
Peachtree City, Georgia 30269

October 25, 2006

Dear Sherry,

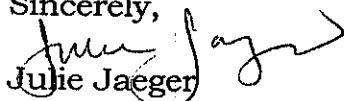
Enclosed please find invoices for the equipment, materials and labor for improvements to Peachtree City Elementary School's upper and lower playgrounds.

As you recall, we approached the Recreation Commission last April for a \$5,000 grant to assist us in completing the improvements to the playgrounds. Our PTO had raised \$5,000 for playground improvements and we provided proposals totaling approximately \$11,000 at the Recreation Commission's request. All of us agreed that it was a win-win situation for the community since the playground serves thousands of children each year. The location of Riley field and track and the upper fields used for Panther football and recreational soccer all bring use to our school's playground beyond the realm of school functions.

Before the paperwork was submitted to the City Council, we were told the fiscal year for the grant did not begin until October and we were told to resubmit our request at that time. This summer, we made the improvements to the playground so that it would be completed by the start of the school year. In doing so, we used PTO funds allocated specifically for the playground but we also need the grant to replenish funds allocated for other school needs.

It has been several years since the school has received any funding and we hope you will approve the grant for our school. Please let me know if there is anything else you need.

Sincerely,


Julie Jaeger

PTCES Playground Committee Co-chair

SOUTHERN PLAYGROUNDS, INC.
 BOX 4681
 MARIETTA, GA 30061

770-218-1912 Fax 770-218-2771 888-629-5793

Invoice

DATE	INVOICE #
8/3/2006	2647

BILL TO	SHIP TO
Peachtree City Elementary 201 Wisdom Road Peachtree City, GA 30269	

		DUE DATE		P.O. NUMBER	
		8/13/2006			
ITEM	DESCRIPTION	QTY	RATE	AMOUNT	
4001	SWING S8-4 4 POSITION 8' STANDARD SWING	1	1,192.00	1,192.00	
4001	BLUE-TOP BAR				
4001	SWING S8-6 6 POSITION STANDARD SWING ONE WITH	2	1,693.00	3,386.00	
4001	BLUE TOP RAIL AND 1 WITH SAND TOP RAIL				
4001	ZZXX1080 TETHERBALL KITS	4	36.00	144.00	
4001	CHAIN	1	115.00	115.00	
4001	ZZXX1082 BENT POST BASKETBALL STANDARD	3	714.00	2,142.00	
4001	ZZXX1106 HEAVY DUTY GOAL WITH CHAIN	3	142.00	426.00	
4002	Installation of playground equipment	1	1,815.00	1,815.00	
6125	Freight	1	822.00	822.00	
4001	Playground Equipment	1	-411.00	-411.00	
comments	Deposit of \$5,000.00 was received balance of \$4,631.00 now due	1		0.00	
Thank you for your business!		Subtotal		9,631.00	
		7% Tax			
		Total		9,631.00	

PAID

PEACHTREE CITY ELEMENTARY SCHOOL

Check#: 8608

Peachtree City Elementary Sch

Date: 08/10/2006

008608

Account

Account#

Description

Amount

Invoice #

P.O. #

PTO Donations-Sp Projs 904 0

bal. Due playground equip.

\$4,631.00

2647

Pay To:

SOUTHERN PLAYGROUNDS

ANNE WILLIAMS

P O BOX 4681

MARIETTA GA 30061

Total: \$4,631.00

Tax ID #:

Count Account# Description
PTO Donations-Sp Projs: 90: 0 dep/proposal:199

Amount
\$5,000.00

Invoice #

P.O.# 000020

Pay To: SOUTHERN PLAYGROUNDS
ANNE WILLIAMS
P O BOX 4881
MARIETTA GA 30061

Total: \$5,000.00
Tax ID #:

Recorded and Safeguard Service at (706) 327-9550 / (800) 761-5454

Check 8525
5/31/06

2006 PCES PTO Expenditures for Playground Improvements

3/10/2006	Checking 1501	-\$200.00
Germany Meyers	lumber, materials for bench and picnic table	
4/14/2006	Checking 1513	-\$5,000
PCES Cindy	Playground Equipment from Southern Playgrounds	
5/26/2006	Checking 1543	-\$5,000
PCES Cindy	Playground Equipment from Southern Playgrounds	
7/28/2006	Checking 1549	-\$154.60
Yard Time	Sand for sandboxes	
8/2/2006	Checking 1559	-\$509.00
C&J Carriers	Sand for sandboxes	
8/3/2006	Void Check # 1549	\$154.60
	Did not buy from Yard time	
8/10/2006	Checking 1559	-\$49.13
J. Jaeger	Landscape mesh under sandbox	
8/16/2006	Checking 1560	-\$167.17
W.Farrell	Lumber, materials for balance beams	
9/13/2006	Deposit	\$369.00
PCES Cindy	Refund for discount of purchases from Southern Playgrounds	
TOTAL INFLOWS		\$523.60
TOTAL OUTFLOWS		\$-11,079.90
NET TOTAL		\$-10,556.30

POSITION PAPER

Proposed Variance: 137 Senoia Road
American Tower

City Planner/ Zoning Administrator
November 30, 2006

David [Signature] 11/30/06.

Situation:

Mr. Kenneth Grantham and Ms. Marilyn Craigmyle own the property located at 137 Senoia Road. The property owners entered into a lease agreement with PacTel Cellular of Georgia on April 11, 1994, to allow the construction of a telecommunications tower and associated tower facilities on their property (Attachment "A"). A final site plan for the referenced tower was submitted to and approved by the Planning Commission on July 6, 1995, and the tower and associated infrastructure was constructed shortly thereafter. The existing tower is approximately 100' in height and the existing tower facilities at the base of the tower are located within a 20' x 20' lease area and surrounded by a wood enclosure with brick columns (Attachment "B").

The city's Telecommunication Towers and Antennas ordinance was amended on March 19, 1998, to restrict the location of towers to specific zoning categories, limiting the height of new towers and establishing setbacks from adjoining property (Attachment "C"). The intent of these amendments was to encourage collocation of antenna on existing towers as opposed to permitting new towers throughout the city. When this ordinance was adopted, the existing tower and associated tower facilities at 137 Senoia Road became non-conforming because they did not comply with the new setback restrictions.

The lease for the existing tower was amended on January 19, 2000, to allow the owner of the telecommunications tower to expand the lease area at the base of the tower as needed for additional equipment. The new owner of the tower (American Tower) submitted an application for a Sprint collocation on the existing telecommunications tower on October 20, 2006 (Attachment "D"). The application included a 16' x 20' expansion of the existing tower facilities at the base of the tower. The purpose of this expansion would be to provide additional space for equipment as additional wireless carriers collocated on the existing tower.

Because this expansion would not meet the current setbacks from the existing property boundaries, the Applicant has applied for a variance to permit this encroachment (Attachment "E").

Facts:

1. The subject parcel is zoned AR Agricultural Reserve, which permits the installation of telecommunications towers and associated infrastructure.

Proposed Variance: 137 Senoia Road

November 30, 2006

Page 2

2. The final site plan for the existing telecommunications tower and associated infrastructure was approved on July 6, 1995 and complied with the telecommunications ordinance at that time. This approval was granted with the condition that the fencing material around the base of the tower would consist of brick columns and wooden slats.
3. The tower and associated infrastructure was constructed shortly thereafter. The existing lease area at the base of the tower is located 106.4' from the right-of-way of Senoia Road; 25.1' from the property line adjoining the Carmichael Funeral Home; and 89.8' from the property line adjoining the AMLI Apartments property.
4. The city amended the Telecommunication Towers and Antennas Ordinance on March 19, 1998, which included specific setbacks for telecommunication towers and associated tower facilities. Section 18-380 (f) of this ordinance establishes a minimum 200' setback between tower facilities and residential property lines; 200' between tower facilities and street right-of-way lines; and 50' between tower facilities and non-residential property lines. Because the existing tower and associated tower facilities were constructed prior to the adoption of these revisions, they do not comply with these new requirements.
5. Section 18-378 (b) states: *"Pre-existing towers and antennas shall not be required to meet the requirements of this article, except for those requirements specified in section 18-380 (c), (d), and in section 18-381."* These sections address FAA requirements, building and electrical code compliance and certification requirements.
6. The proposed expansion of the tower facilities at the base of the existing tower would be located 110.5' from the right-of-way of Senoia Road and 89.7' from the property boundary adjacent to the AMLI Apartments property (Attachment "F"). These setbacks do not comply with the setbacks identified within Section 18-380 (f) of the telecommunications ordinance. The Applicant is requesting a variance to permit this encroachment.
7. A copy of the portion of the Zoning Ordinance that addresses variance policies and procedures is included as Attachment "G".

Recommendation:

City Staff recommends that the variance be approved. One of the purposes of amending the telecommunications tower ordinance was to encourage collocation of new infrastructure on existing telecommunications towers within the city as opposed to permitting the construction of new towers. Prior to bringing these amendments to Council, City Staff spent a considerable amount of time working with wireless carriers to determine where tower locations might be needed and what requirements might be necessary in order to promote collocation.

Proposed Variance: 137 Senoia Road

November 30, 2006

Page 3

The existing telecommunications tower at 137 Senoia Road was approved and constructed prior to the adoption of these new requirements. The Applicant is not requesting to replace or increase the height of the new tower. They are proposing to increase the size of the existing tower facilities, which will allow them to place additional equipment for new carriers that wish to collocate on the existing tower. The new lease area will not encroach any farther into the required setbacks than the existing lease area.

Should the variance be approved, Staff recommends that the new lease area be enclosed with brick columns and wooden slats, which will be similar to the existing enclosure.

Attachments "A" – "G"

PARTIAL LEASE WITH LANDLORD
AUTHORIZING EXPANSION + USE OF PROPERTY.

**ANNEX PARCEL LEASE AGREEMENT
(Compound Expansion)**

12th THIS ANNEX PARCEL LEASE AGREEMENT (this "Agreement") is made and entered into this day of June, 2004 (the "Effective Date") between Kenneth Grantham and Marilyn Craigmyle (the "Landlord"), and American Tower Delaware Corporation, (the "Tenant").

RECITALS

WHEREAS, Landlord is the owner of the real property described on Exhibit A attached hereto and made a part hereof (the "Parent Parcel"); and

WHEREAS, Landlord and (Pactel Cellular of Georgia (the "Primary Parcel Lessee") entered into a certain lease agreement (the "Primary Parcel Lease") dated the 11th day of April 1994 whereby the Primary Parcel Lessee leased ground space on a portion of the Parent Parcel (the "Primary Parcel"), together with certain easements for access and public utilities, from Landlord; and

WHEREAS, Tenant and the Primary Parcel Lessee have entered into a certain agreement to Sublease (the "Sublease"), dated January 19, 2000 as amended from time to time, whereby Tenant has subleased the Primary Parcel from the Primary Parcel Lessee; and

WHEREAS, Landlord has consented to the Sublease by and between the Primary Parcel Lessee and the Tenant and Landlord acknowledge that the Tenant may further sublease any of its interest in the Primary Parcel Lease to others;

WHEREAS, Tenant desires to sublease, to other wireless communications providers, space on the tower structure erected by the Primary Parcel Lessee on the Primary Parcel; and

WHEREAS, Tenant desires to lease directly from Landlord certain ground space adjacent to the Primary Parcel as described herein, together with utility, access, and other easements, for use by Tenant and its sublessees, to erect, construct, install, maintain and/or operate telecommunications equipment in conjunction with Tenant's and its sublessees' use of the Primary Parcel.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Landlord and Tenant hereby agree and contract as follows:

LEASE

1. **Acknowledgement of Primary Parcel Lease Sublease and Incorporation of Terms.** Landlord hereby acknowledges and consents to the subleasing of the Primary Parcel by the Primary Parcel Lessee to Tenant. The Primary Parcel is described on Exhibit B, attached hereto and made a part hereof. Landlord warrants and represents to Tenant that the Primary Parcel Lease is in full force and effect, has not been modified except as otherwise described herein, and that neither the Landlord nor the Primary Parcel Lessee are in default thereunder. Landlord and Tenant hereby agree that the terms of the Primary Parcel Lease, to the extent they are not inconsistent with any provision contained in this Lease, shall be adopted and incorporated herein, by reference or otherwise, as material terms of this Lease. Any reference to the parties in the Primary Parcel Lease shall hereafter apply, as is logically appropriate, to the Landlord and Tenant of this Lease. All terms of the Primary Parcel Lease that contradict the terms of this Lease shall not be binding upon the parties for the purposes of this Lease.

7. **Automatic Termination of Agreement.** During the Term hereof, this Lease shall automatically terminate immediately upon the termination of the Primary Parcel Lease, for any reason (including without limitation the Primary Parcel Lessee's or Tenant's failure to cure any default pursuant to the terms of the Primary Parcel Lease as the Primary Parcel Lessee's managing agent within the cure periods set forth therein) unless Tenant notifies Landlord that Tenant desires this Lease to remain in full force and effect. Tenant shall have thirty (30) days from receipt of any notice of termination concerning the Primary Parcel Lease to notify Landlord that this Lease shall not terminate. Notwithstanding any of the foregoing provisions, Tenant shall have the unconditional right, in its sole discretion, to exercise Tenant's rights hereunder including without limitation pursuant to Paragraph 11(b) of this Agreement, to lease the Primary Parcel upon the termination of the Primary Parcel Lease.

8. **Use.**

(a) Tenant and Tenant's sublessees may use the Annex Parcel for any lawful purpose including, without limitation, the installation, construction, maintenance and operation of multi-user wireless communications facilities, and all uses incidental thereto. The facilities may consist of such buildings, accessories and equipment as used by providers of wireless communications services, including without limitation, generators, antenna structures and towers, security fencing, telephone, electric and radio cables and other transmission lines, all of which as Tenant, in its sole discretion, deems necessary (collectively, the "Communications Facility"). All improvements to the Annex Parcel necessary for its use shall be made at Tenant's sole expense. Landlord hereby grants such appurtenant easements to Tenant and Tenant's sublessees in, over and across such portions of the Parent Parcel as are reasonably required for the erection, construction, installation, maintenance, operation and removal of the Communications Facility. Tenant and its sublessees shall have the right to use such portions of the Parent Parcel as are reasonably necessary for the temporary storage of construction materials and equipment during construction of the Communications Facility. Tenant and its tenants may make any improvements, replacements, alterations, relocations and/or additions to the Communications Facilities that are consistent with wireless communications operations, without the consent or prior approval of the Landlord.

(b) Tenant and its tenants, their respective employees, agents, contractors, and invitees shall have access to the Annex Parcel and rights of way and easements over, upon and across the Parent Parcel seven (7) days a week, twenty-four (24) hours a day, on foot or by motor vehicle, including without limitation, the right to transport trucks, construction machinery and equipment thereon.

(c) Landlord hereby expressly consents to, and authorizes, the use by Tenant and Tenant's tenants of the Primary Parcel and Annex Parcel in any and all manner consistent with the terms of this Lease. All rights granted to Tenant and Tenant's tenants under this Lease pertaining to the use of the Annex Parcel, including all subleasing provisions, are also expressly granted to Tenant (and consented to by Landlord) as sublessee under the Primary Parcel Lease. Landlord hereby agrees that any use of the Primary Parcel by Tenant or its tenants consistent with the terms of this Lease shall not render either Tenant or the Primary Parcel Lessee to be in default under the terms of the Primary Parcel Lease or to be in breach thereof. Landlord further agrees that the provisions contained in this Paragraph 8(c) shall survive the expiration of this Lease and thereafter Landlord shall not have the right or option to, and shall not deem the Primary Parcel Lessee or Tenant as subtenant and management agent of the Primary Parcel Lessee under the Primary Parcel Lease to be in default or breach of the Primary Parcel Lease based upon any default or breach of this Lease by Tenant or its tenants.

9. **Due Diligence.** Landlord acknowledges and agrees that the effectiveness of this Agreement and Tenant's obligation to pay the consideration is set forth herein is contingent upon Tenant's completion of certain due diligence to Tenant's reasonable satisfaction. Tenant's due diligence may include, but is not limited to site inspections of the Parent Parcel and Annex Parcel; governmental approvals and title research.

15. **Binding Effect.** This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of Landlord and Tenant and shall constitute covenants running with the land.

16. **Miscellaneous.** Except as set forth in this Agreement, whenever the consent or approval of either party is required or a determination must be made by either party under this Agreement, no such consent or approval shall be unreasonably withheld, denied, conditioned or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which shall constitute the same agreement. At the request of Tenant, Landlord agrees to execute a memorandum or short form of this Agreement in recordable form, setting forth a description of the Annex Parcel, the term of this Agreement and other information desired by Tenant for the purpose of giving public notice thereof to third parties. If any term, covenant, condition or provision of this Agreement or application thereof shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

17. **Confidentiality.** Landlord agrees that all terms of this Agreement, and any information furnished to Landlord by Tenant in connection with this Agreement, shall be and remain confidential. Except for Landlord's attorney or broker, if any, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The provisions of this paragraph shall not apply to any recording of a Memorandum of Lease requested by Tenant pursuant to Paragraph 16 above.

18. **Opportunity to Cure.** If Tenant shall fail to pay any rental or other amounts payable under this Agreement when due, or if Tenant should fail to perform any other of the covenants, terms or conditions of this Agreement, prior to exercising any rights or remedies against Tenant on account thereof, Landlord shall first provide Tenant with written notice of the failure and provide Tenant with a thirty (30) day period following receipt of such notice to cure such failure (if the failure is a failure to pay rental or any other sum of money under this Agreement) or a sixty (60) day period following receipt of such notice to cure such failure (if the failure is a failure to perform any other covenant, term or condition of this Agreement). If the failure is not a failure to pay rental or any other sum of money hereunder and is not capable of being cured within a sixty (60) day period, Tenant shall be afforded a reasonable period of time to cure the failure provided that Tenant promptly commences curing the failure after the notice and prosecutes the cure to completion with due diligence.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day first above written.

Landlord:

By:


Kenneth Grantham

Its:

Print title:

By:


Marilyn Craig

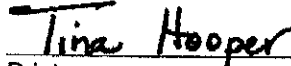
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Print title:

Witnesses:



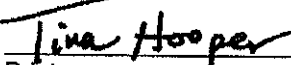
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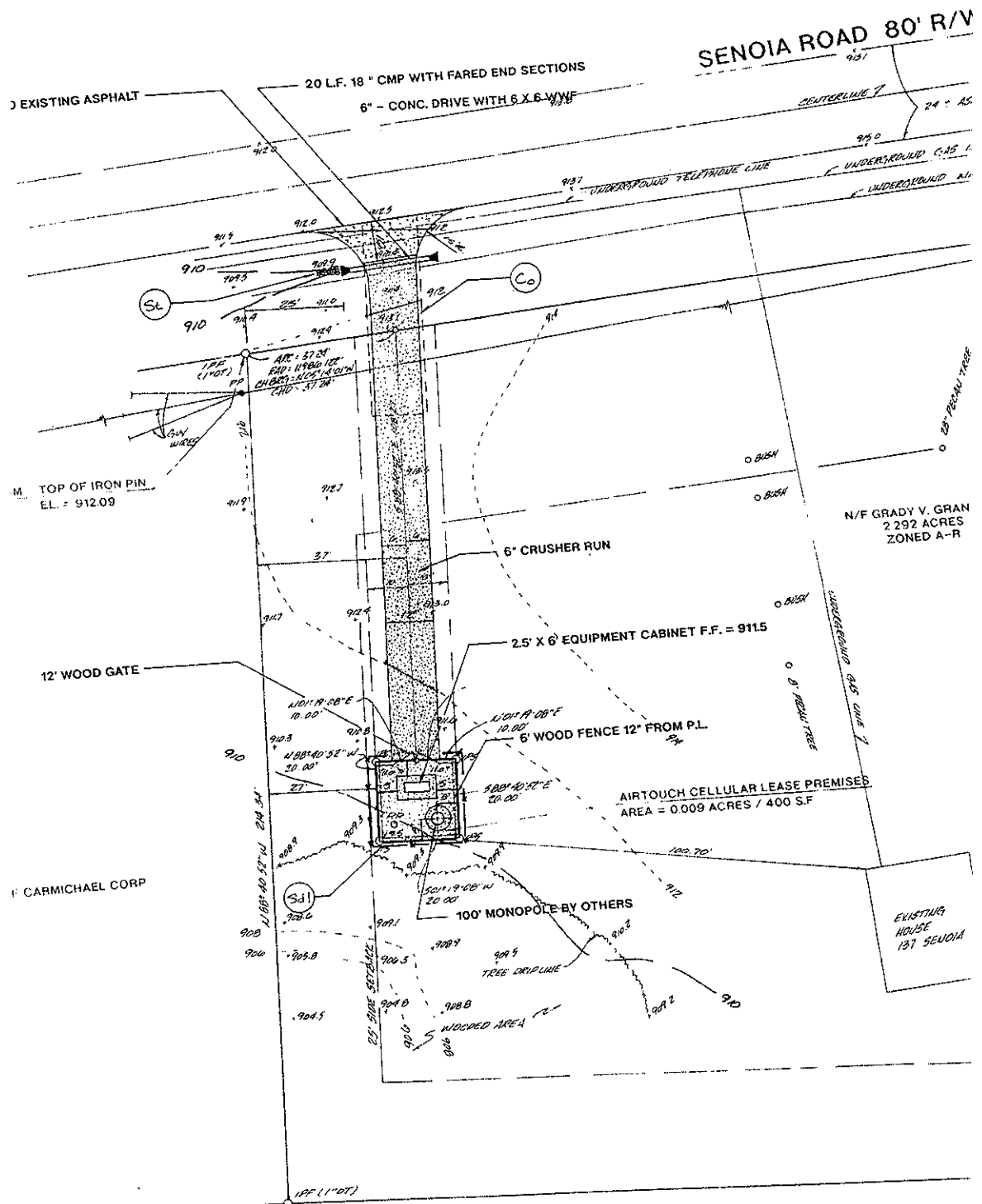


Print name:



Print name:

PIPE PROFILE



ARTICLE XIV. TELECOMMUNICATION TOWERS AND ANTENNAS*

***Editor's note:** Art. XIV was formerly numbered as Art. XI.

Cross references: Community antenna television systems, ch. 26.

Sec. 18-376. Purpose.

The purpose of this article is to establish minimum guidelines for the siting of telecommunication towers and antennas, to advocate the joint use of new and existing tower sites, and to help provide telecommunication services to the community effectively and efficiently. The guidelines in this article are designed to configure towers and antennas in a way that, while conforming to the mandates of federal law, minimizes the potential adverse impact they may have on nearby properties by locating them in nonresidential areas and to discourage their proliferation throughout the city.

(Ord. No. 691, § 5-183, 3-19-1998)

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:

Antenna means any exterior apparatus designed for telephonic, radio or television communications through the sending and/or receiving of electro-magnetic waves.

Building official means the building official of the City of Peachtree City.

City planner means the city planner of the City of Peachtree City.

Code enforcement officer means the code enforcement officer of the City of Peachtree City.

FAA means the Federal Aviation Administration.

FCC means the Federal Communications Commission.

Height means, when referring to a tower or other structure, the distance measured from ground level to the highest point on the tower or other structure, even if the highest point is an antenna.

Preexisting towers and antennas means any tower or antenna for which a permit has been properly issued prior to March 19, 1998.

Tower means any structure that is designed and constructed primarily for the purpose of supporting one or more antennas, including self-supporting lattice towers, guy towers, or mono-pole towers. The term includes radio and television transmission towers, microwave towers, common-carrier towers, cellular telephone towers, alternative tower structures, and the like.

Tower facilities means towers, antennas, all accessory buildings, and tower anchors.

(Ord. No. 691, § 5-184, 3-19-1998)

Cross references: Definitions generally, § 1-2.

Sec. 18-378. Applicability.

- (a) All towers and antennas erected within the city shall comply with the requirements of this article; except that this article shall not govern any tower or antenna 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) Preexisting towers and antennas shall not be required to meet the requirements of this article, except for those requirements specified in section 18-380(c), (d), and in section 18-381.

(Ord. No. 691, § 5-185, 3-19-1998)

Sec. 18-379. Application.

- (a) All applications for the installation of towers and antennas must be prepared, reviewed, approved and implemented in accordance with the city's established site plan review process.
- (b) All information in an application of a technical nature must be certified by a professional in the appropriate field who is licensed to practice in the state.
- (c) The owner or agent of the owner of the property on which a tower or antenna is proposed to be located must sign the application along with the representative of the company that owns the tower or antenna.
- (d) Any application submitted for approval must meet all the requirements outlined in section 18-380.
- (e) The city shall consider the following factors in determining whether to approve an application:
 - (1) Height of the proposed tower, including consideration of the proposed structure's distance from the runway surface at Peachtree City-Falcon Field Airport and the potential for such structure penetrating any protected associated airspace;
 - (2) Proximity of the tower to residential areas;
 - (3) Nature of uses on adjacent and nearby properties;
 - (4) Surrounding topography;
 - (5) Surrounding tree coverage and existing vegetation;
 - (6) Design of the tower, with particular reference to design characteristics that have the effect of reducing or eliminating visual obtrusiveness; and
 - (7) Proposed ingress and egress.
- (f) In granting its approval, the city, through the council or its designee, may impose special

conditions it feels are necessary to minimize the adverse effect of a proposed tower or antenna on adjoining property.

- (g) No new tower shall be permitted unless the applicant demonstrates to the satisfaction of the city that no existing tower nor any towers in the approval process can accommodate the applicant's proposed antenna. All evidence submitted shall be signed and sealed by appropriate licensed professionals or qualified industry experts. Evidence submitted to demonstrate that no existing tower or structure can accommodate the proposed antenna shall consist of one or more of the following:
 - (1) That no existing towers or suitable alternative tower structures are located within the geographic antenna placement area required to meet the applicant's engineering requirements.
 - (2) That existing towers or structures are not of sufficient height to meet the applicant's engineering requirements.
 - (3) That existing towers or structures do not have sufficient structural strength to support the applicant's antenna and related equipment.
 - (4) That the applicant's proposed antenna would cause electro-magnetic interference with the antennas on the existing towers or structures, or the antenna on the existing towers or structures would cause interference with the applicant's proposed antenna.
 - (5) That the cost or contractual provisions required by the tower owner to share an existing tower or structure or to adapt an existing tower or structure for sharing exceed the cost of new tower development.
 - (6) That the applicant adequately demonstrates that there are other limiting factors that render existing towers and structures unsuitable, other than economic reasons.
- (h) If it is determined that the applicant cannot feasibly locate an antenna on an existing tower, the applicant must then demonstrate that the proposed new tower is designed so that it can accommodate as many additional antennas as possible. No single-purpose towers will be permitted unless conclusive proof can be submitted that there is no other feasible alternative.

(Ord. No. 691, § 5-186, 3-19-1998)

Sec. 18-380. Requirements.

- (a) Towers and antennas may be considered to be either principal or accessory uses on a particular zoning lot. For purposes of locating a tower or antenna on a particular lot, the dimensions of the entire lot shall control, even though the tower or antenna may be located on a leased parcel within the overall lot.
- (b) Towers and antennas 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.
- (c) All towers and antennas 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 towers or antennas. If such standards and regulations are changed, the owners of

the towers and antennas governed by this article shall bring such towers and antennas 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 towers and antennas into compliance with such revised standards and regulations shall constitute grounds for the removal of the tower or antenna at the owner's expense and shall result in appropriate action by the code enforcement officer.

- (d) All towers and antennas 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 tower 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 tower, the owner shall have 30 days to bring such tower into compliance with such standards. If the owner fails to bring such tower into compliance with such standards, appropriate action will be taken by the code enforcement officer.
- (e) Towers and antennas should not exceed 350 feet in height and may be located only within the following zoning districts without a special variance as provided in section 18-382:
 - (1) AR agricultural reserve;
 - (2) OS open space;
 - (3) LI limited industrial; and
 - (4) GI general industrial.
- (f) In addition, no tower facilities shall be located in the following areas:
 - (1) Within 200 feet of a residential property line, or a distance equal to the height of the tower and its antennas, whichever is the greater distance from the residential property line;
 - (2) Within 200 feet of a public street right-of-way line; and
 - (3) Within 50 feet of a nonresidential property line.
- (g) All tower facilities, except for tower anchors, shall be secured by an appropriate fence or wall that is designed and installed in accordance with section 18-337 et seq. of this chapter.
- (h) All tower facilities shall be appropriately landscaped in accordance with the city's landscaping ordinance, appendix B, section 1101 et seq. Existing vegetation on the site shall be preserved as much as possible.
- (i) All tower facilities shall be separated from adjoining residential property by a suitable buffer consisting of a fence or wall at least six feet in height, or by a planting screen at least six feet in height at the time it is planted. It is intended that the required buffer at least provide a reasonable visual separation between the residential property and the lower portions of the tower facilities.
- (j) Towers and antennas shall not be lighted in any way except as may be required by the FAA, the airport authority, or the city for purposes of public safety; nor shall any tower or

antenna contain any signage.

(Ord. No. 691, § 5-187, 3-19-1998)

Sec. 18-381. Tower certification.

- (a) An annual tower certification shall be required for any tower or antenna in the city, including those legally in use on the effective date of this article. Certification shall be submitted to the city planner and shall be signed and notarized by the tower owner or his authorized representative by January 31 each year.
- (b) A tower certification shall consist of a current description of the tower's location, height, physical condition, antennas, support facilities and other important characteristics specified by the city.
- (c) Any towers or antennas, including preexisting towers and antennas, that are not in use for a continuous period of 12 months shall be considered abandoned. The owner of such antenna or tower shall remove the tower within 90 days of receipt of notice from the city officially notifying the owner of such abandonment. If such antenna or tower is not removed within the 90-day period, the code enforcement officer shall take appropriate enforcement action.
- (d) If there are two or more authorized users of a single tower, a tower shall not be considered abandoned until all authorized users cease using the tower.

(Ord. No. 691, § 5-188, 3-19-1998)

Sec. 18-382. Variances.

Each telecommunication tower or antenna shall comply with the provisions of this chapter, unless a written request is filed and approved to waive this requirement. All variance procedures shall be held in strict conformance with the procedures for variances as set forth in article XII, section 1202.2 of the city's zoning ordinance. Under no circumstances shall a variance be granted to allow a tower or antenna to be located within an established residential area.

(Ord. No. 691, § 5-189, 3-19-1998; Ord. No. 879, 3-16-2006)

BUILDING PERMIT APPLICATION

Peachtree City Building Department

153 Willowbend Road

Peachtree City, GA 30269

PHONE: (770) 487-8901 FAX: (770) 631-2552

DATE: 10/18/06

PERMIT # _____

☐ ERECT ☐ RESIDENTIAL CONSTRUCTION TYPE COLLOCATION
☐ REPAIR ☒ COMMERCIAL OCCUPANCY TYPE N/A
☒ ADDITION ☐ ASSESSORY USE _____

FENCES: ☒ COMMERCIAL ☐ INDUSTRIAL ☐ RESIDENTIAL ☐ POOL
FENCE HEIGHT 6' (NEW) FENCE MATERIAL WOOD / VINYL (NEW)

SUBDIVISION/PROJECT NAME: AT60XC105-B BLOCK _____ LOT NUMBER _____
EXISTING CELL TOWER ATC # 82030 156 7th District
Fayette County

SITE ADDRESS:

137 SENOIA ROAD, PEACHTREE CITY, GA 30269

OWNER: (TOWER) ADDRESS PHONE NO. 919-44-5163
AMERICAN TOWER 400 REGENCY FOREST DR. FAX NO. 919-44-5415
CORPORATION CARY, NC, 27513 ATTN: JILL HOUSE

CONTRACTOR: ADDRESS PHONE NO. _____
ANDREW SYSTEMS, INC. 829 PICKENS INDUSTRIAL DR. FAX NO. _____
SUITE 3, MARIETTA, GA 30062

APPLICANT'S NAME: SPRINT SPECTRUM L.P.

ARCHITECT/DESIGNER: ADDRESS PHONE NO. 248-723-8516
CHRISTOPHER WZACNY 30150 TELEGRAPH RD. FAX NO. _____
ARCHITECT SUITE 114, BINGHAM FARMS, MI 48025

☒ SEWER TAP APPROVAL ☒ SEPTIC SYSTEM APPROVAL ☒ WATER TAP APPROVAL

ZONED	SETBACKS:	PLAN NAME		PLAN ON FILE		
	FRONT _____ SIDE _____ REAR _____			YES ☐	NO ☐	
<u>R-3</u>						
NO. OF STORIES	NO. OF BATHS	BASEMENT	NO. OF FIREPLACES	HEATED SQ FT	TOTAL SQ FT	EST. CONSTRUCTION COST
		<u>N/A</u>			<u>320</u>	<u>\$ 80,000.00</u>

DESCRIBE WORK: ADD ANTENNAS TO EXISTING CELL TOWER
AND GROUND EQUIPMENT IN EXPANDED FENCED AREA.

RECEIVED OCT 20 2006

PREPARED BY: JILL HOUSE
AMERICAN TOWER
919-461-1111 Attachment "D"



City of Marietta Business License and Revenue Division

205 LAWRENCE ST NE * DRAWER 609 * MARIETTA GA 30061
(770) 794-5520

BUSINESS LICENSE/OCCUPATION TAX CERTIFICATE

PLEASE DISPLAY AT ALL TIMES
SUBJECT TO ALL ORDINANCES OF MAYOR AND COUNCIL

NOT TRANSFERABLE

ACCOUNT NUMBER 9921720 1521000

NUMBER 00053059

ANDREW SYSTEMS INC
829 PICKENS INDUSTRIAL DR # 3
MARIETTA GA 30062-3160

FOR YEAR 2006
EXPIRATION DATE 12/31/06
BEGIN OPERATION DATE 12/01/04

**NOTIFY THIS OFFICE OF ANY
CHANGE OF ADDRESS,
OWNERSHIP, FIRM NAME, OR
CLASSIFICATION**

OWNER ANDREW SYSTEMS INC

DESCRIPTION OF SIC CODE

GENERAL CONTRACTORS

\$ 1302.00

CLASS 2C

BUSINESS ADDRESS:
829 PICKENS INDUSTRIAL DR 3
MARIETTA GA 30062-3160

TAX \$ 1302.00

PENALTY \$.00

TOTAL \$ 1302.00

DATE PAID 2/20/06

SIGNED

SCOTT EVERINGHAM



30150 TELEGRAPH ROAD
SUITE 114
BINGHAM FARMS, MI 48025
TELEPHONE: (248) 723-8518
FAX : (248) 723-4810

PROJECT NO: AT60XC105-B

DRAWN BY:	PH
CHECKED BY:	CH

#	SXCTOS	POL CB
REV	DATE	DESCRIPTION



IT IS A VIOLATION OF LAW FOR ANY PERSON,
UNLESS THEY ARE ACTING UNDER THE DIRECTION
OF THIS LICENSED PROFESSIONAL ARCHITECT,
TO ALTER THIS DOCUMENT

AT60XC105-B
ATC TYRONE #82030
137 SENOIA ROAD
PEACHTREE CITY, GA 30269
COLO

SHEET TITLE
TITLE SHEET

SHEET NUMBER

T-1

SITE INFORMATION	
OWNER:	AMERICAN TOWER CORP. 635 PENNDS INDUSTRIAL DR. SUITE 3 MOUNTAIN VIEW, CA 90001
TOWER OWNER:	AMERICAN TOWER CORP. 635 PENNDS INDUSTRIAL DR. SUITE 3 MOUNTAIN VIEW, CA 90001
OWNER SIZE 108	MF40003038
APPLICANT:	SPRINT SPECTRUM L.P. 6500 SPRINT PARKWAY DALLAS PARK, TX 75261 CONTACT: GARY PETERER MOMI PHONE: (724) 513-1560
SITE ADDRESS:	133 SENeca RE POCATEHON CITY GEORGIA 30263
COUNTY:	FAYETTE
EASTING:	783 75' 34.2" N
LONGITUDE:	864 26' 14.5" W
ZONING CLASSIFICATION:	R-3
ZONING JURISDICTION:	POCATEHON CITY
TAX ID PARCEL NUMBER:	0735-124-01
POWER COMPANY:	COMET-FAYETTE EMC
TELEPHONE COMPANY:	BELL SOUTHWEST
ARCHITECT:	CHRISTOPHER WEAVER ARCHITECT 3050 TELECOM CENTER, SUITE 114 DALLAS PARK, TX 75261 PHONE: (248) 723-5916
SURVEYOR:	PODST 13 POINT ROAD SURVEYORS 10000 WOOD STREET LOUNTSBORO, GEORGIA 30248 PHONE: 478-565-4447 FAX: 478-565-4427

CONTACT INFORMATION	
CONSULTANT	COMMUNICATIONS CONSULTING GROUP 30150 TELEGRAPH RD., STE 114 BISHAM PARK, ME. 48025
CONTACT:	DAVE JACKSON
PHONE:	(248) 723-9516

LOCATION MAP

NO SCALE

DRIVING DIRECTIONS

FROM I-65 TAKE STATE ROUTE 74 (TYNOR/PEACHTREE CITY) EXIT, HEAD SOUTH ALONG STATE ROUTE 74 APPROXIMATELY 9.0 MILES TO BENONA ROAD, MAKE RIGHT. TOWER IS ALMOST IMMEDIATELY ON RIGHT.

APPROVALS	
LANDLORD:	_____
CONSTRUCTION MGR:	_____
RF SPENT ENGINEER:	_____
SITE ACQUISITION AGENT:	_____
REGIONAL PROGRAM MGR:	_____

DRAWING INDEX	
SHEET	SHEET TITLE:
T-1	TITLE SHEET
LS-1	SURVEY SHEET #1
LS-2	SURVEY SHEET #2
A-1	SITE PLAN
A-2	ENLARGED SITE PLAN
A-3	FOUNDATION PLAN AND DETAILS
A-4	PPC AND WAREHOUSE DETAILS
A-5	CABINET DETAILS
A-6	FENCE DETAILS
A-7	UNDERGROUND CONDUIT DETAILS
A-8	SITE UTILITY PLAN
A-9	PPC DETAILS / ONE LINE DIAGRAM
G-1	GROUNDING PLAN AND NOTES
G-2	SCHEMATIC GROUNDING DIAGRAM
G-3	GROUNDING DETAILS
G-4	GROUNDING DETAILS
RF-1	ANTENNA & RF INFORMATION
RF-2	ANTENNA ACTUATOR DIAGRAM

DO NOT SCALE DRAWINGS

CONTRACTOR SHALL VERIFY ALL PLANS & EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ARCHITECT IN WRITING OF ANY DISCREPANCY BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.



**UNDERGROUND
SERVICE ALERT**

Dig! Safely!
1-800-368-5878

DATE: 11/11/2011

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 156 OF THE 7TH DISTRICT OF FAYETTE COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE
NORTHEASTERLY RIGHT-OF-WAY OF SENOLA ROAD (HAVING A 90.000' RIGHT-OF-WAY)
WITH THE RIGHT-OF-WAY OF STATE ROUTE 74, THENCE RUNNING ALONG SAID
NORTHEASTERLY RIGHT-OF-WAY OF SENOLA ROAD 536.22 FEET TO A POINT; THENCE
NORTH 05°48'02" EAST, 37.24 FEET TO A POINT; THENCE LEAVING SAID
NORTHEASTERLY RIGHT-OF-WAY OF SENOLA ROAD, SOUTH 89°14'33" EAST, 108.27
FEET TO A POINT; THENCE, NORTH 00°45'07" EAST, 10.00 FEET TO A POINT AND THE
TRUE POINT OF BEGINNING; THENCE, NORTH 00°45'57" EAST, 20.00 FEET TO
A POINT; THENCE, SOUTH 00°45'07" WEST, 20.00 FEET TO A POINT; THENCE, NORTH
89°14'53" WEST, 20.00 FEET TO A POINT; THENCE, NORTH 00°45'07" EAST, 20.00
FEET TO A POINT AND THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINS 0.0092 ACRES (400 SQUARE FEET), MORE OR LESS.

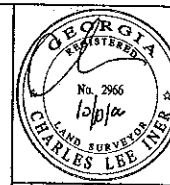
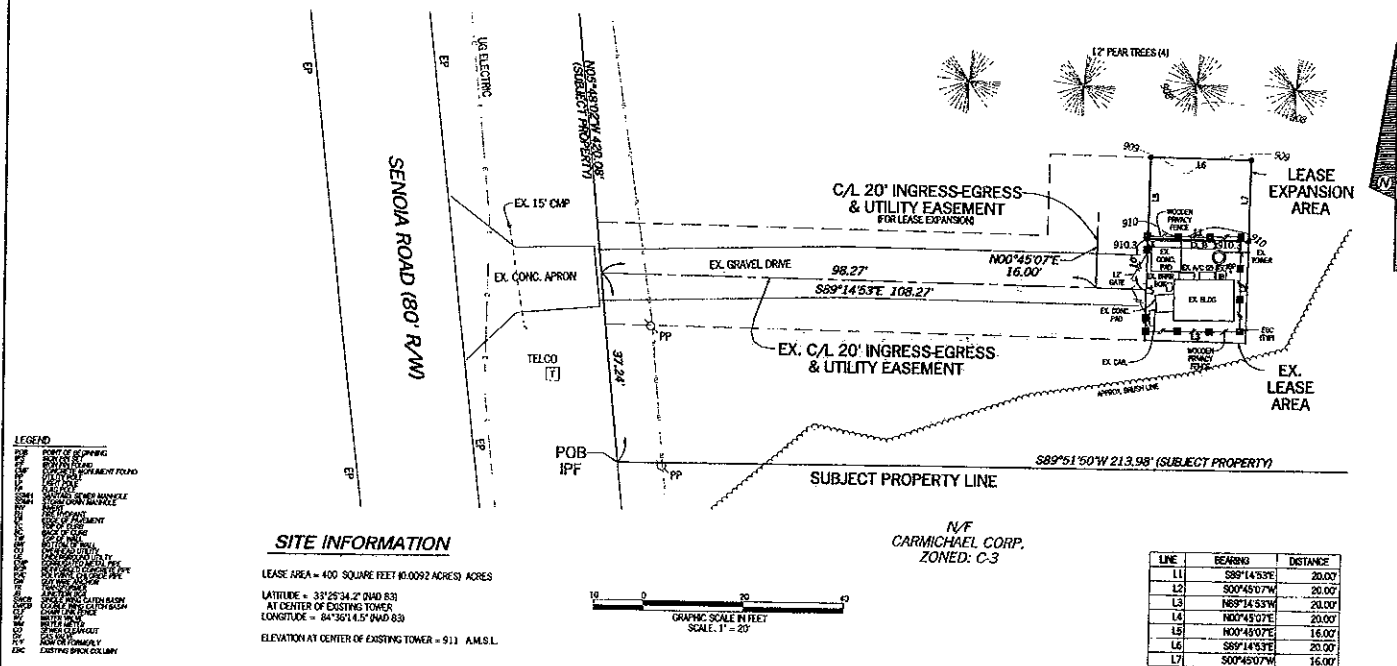
TOGETHER WITH A 20' INGRESS/EGRESS AND UTILITY EASEMENT LYING AND BEING IN LAND LOT 156 OF THE 7TH DISTRICT OF FAYETTE COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY OF SENOKA ROAD DRIVING AN 80-FOOT RIGHT-OF-WAY WITH THE RIGHT-OF-WAY OF STATE ROUTE 74, THENCE RUNNING ALONG SAID NORTHEASTERLY RIGHT-OF-WAY OF SENOKA ROAD 536.22 FEET TO A POINT; THENCE, NORTH 05°48'02" WEST, 37.24 FEET TO A POINT; THENCE LEAVING SAID NORTHEASTERLY RIGHT-OF-WAY OF SENOKA ROAD, SOUTH 89°14'53" EAST, 98.27 FEET A POINT AND THE TRUE POINT OF BEGINNING; THENCE RUNNING, NORTH 00°45'07" EAST, 16.00 FEET TO THE ENDING AT A POINT.

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 156 OF THE 7TH DISTRICT OF FAYETTE COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY OF SENIOR ROAD, HAYWARD BOFORTH RIGHT-OF-WAY) WITH THE RIGHT-OF-WAY OF STATE ROUTE 74, THENCE RUNNING ALONG SAID NORTHEASTERLY RIGHT-OF-WAY OF SENIOR ROAD 536.22 FEET TO A POINT; THENCE LEAVING SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF SENIOR ROAD AND TURNING, SOUTH 89°14'53" EAST, 108.27 FEET TO A POINT; THENCE, NORTH 05°07'45" EAST, 10.10 FEET TO A POINT AND THE TRUE POINT OF BEGINNING; THENCE RUNNING, SOUTH 89°14'53" EAST, 16.00 FEET TO A POINT; THENCE, SOUTH 89°14'53" EAST, 20.00 FEET TO A POINT; THENCE, SOUTH 05°07'45" WEST, 16.00 FEET TO A POINT; THENCE, NORTH 89°14'53" WEST, 20.00 FEET TO A POINT AND THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINS 0.0073 ACRES (320 SQUARE FEET), MORE OR LESS



NO.	DATE	REVISION
1	10-10-06	PER COMMENTS - JON

**POINT TO POINT
LAND SURVEYORS**
810 Jackson Street
Locust Grove, Georgia 30248
p) 678.565.4440 f) 678.565.4497
w) pointtopointsurvey.com



EASEMENT SURVEY PREPARED FOR:



Together with NEXTE

6575 THE CORNERS PH
NORCROSS, GA 30092

ATC TYRONE

SITE NO.

AT60XC105-B

CITY OF PEACHTREE CITY,
FAYETTE COUNTY, GEORGIA

BY: HDC	SH
---------	----

ED BY: C INER

ED: C. McLAN

INQ: 2006 524

© 2004 Blackwell Publishing Ltd, *Journal of Internal Medicine* 255: 111–118

1. AS USED IN THIS SET OF DRAWINGS, "CONTRACTOR" SHALL MEAN NOKIA, INC. AND ALL SUBCONTRACTORS OF NOKIA.

2. IT IS THE CONTRACTOR'S RESPONSIBILITY TO EXAMINE ALL PLAN SHEETS AND SPECIFICATIONS AND COORDINATE HIS WORK WITH THE AGENCIES OF ALL OTHER CONTRACTORS TO ENSURE THAT WORK PROGRESSION IS NOT INTERRUPTED.

3. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING A NEAT AND ORDERLY SITE, YARD AND GROUNDS, REMOVE AND DISPOSE OFF SITE ALL RUBBISH, WASTE MATERIALS, LITTER, AND ALL FOREIGN SUBSTANCES, REMOVE PETROLEUM OIL SPILLS, STAINS AND OTHER FOREIGN DEPOSITS, RAKE GROUNDS TO A SMOOTH EVEN-TEXTURED SURFACE.

4. THE PLANS SHOW SOME KNOWN SUBSURFACE STRUCTURES, ABOVE-GROUND STRUCTURES AND/OR UTILITIES BELIEVED TO EXIST IN THE WORKING AREA, EXACT LOCATION OF WHICH MAY VARY FROM THE LOCATIONS INDICATED. IN PARTICULAR, THE CONTRACTOR IS WARNED THAT THE EXACT OR EVEN APPROXIMATE LOCATION OF SUCH PIPELINES, SUBSURFACE STRUCTURES AND/OR UTILITIES IN THE AREA MAY BE SHOWN OR MAY NOT BE SHOWN, AND IT SHALL BE HIS RESPONSIBILITY TO PROCEED WITH GREAT CARE IN EXECUTING ANY WORK. 72 HOURS BEFORE YOU DIG, DRILL OR BLAST, CALL: 1-800-351-1111 TO HAVE THE UNDERGROUND UTILITIES LOCATED.

5. THE CONSTRUCTION MANAGER SHALL BE NOTIFIED IN WRITING OF ANY CONDITIONS THAT VARY FROM THOSE SHOWN ON THE PLANS. THE CONTRACTOR'S WORK SHALL NOT VARY FROM THE PLANS WITHOUT THE EXPRESSED APPROVAL OF THE CONSTRUCTION MANAGER OR NOKIA'S REPRESENTATIVE.

6. THE CONTRACTOR IS INSTRUCTED TO COOPERATE WITH ANY AND ALL OTHER CONTRACTORS PERFORMING WORK ON THIS JOB SITE DURING THE PERFORMANCE OF THIS CONTRACT.

7. THE CONTRACTOR SHALL RESTORE ALL PUBLIC OR PRIVATE PROPERTY DAMAGED OR REMOVED TO AT LEAST AS GOOD OF CONDITION AS BEFORE DISTURBED AS DETERMINED BY THE CONSTRUCTION MANAGER OR NOKIA'S REPRESENTATIVE.

8. THE CONTRACTOR SHALL COMPLY WITH ALL REQUIRED PERMITS.

9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND INCURRING THE COST OF ALL REQUIRED PERMITS, INSPECTIONS, CERTIFICATIONS, ETC.

10. THE CONTRACTOR SHALL PROTECT EXISTING PROPERTY LINE MONUMENTATION. ANY MONUMENTATION DISTURBED OR DESTROYED, AS JUDGED BY THE CONSTRUCTION MANAGER OR NOKIA'S REPRESENTATIVE, SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE UNDER THE SUPERVISION OF A LICENSED LAND SURVEYOR.

11. ALL TRENCH EXCAVATION AND ANY REQUIRED SHEETING AND SHORING SHALL BE DONE IN ACCORDANCE WITH OSHA REGULATIONS FOR CONSTRUCTION.

12. CONTRACTOR SHALL BE RESPONSIBLE FOR DRAINAGE AND THE MAINTENANCE OF SURFACE DRAINAGE DURING THE COURSE OF WORK.

13. ALL UTILITY WORK INVOLVING CONNECTIONS TO EXISTING SYSTEMS SHALL BE COORDINATED WITH THE CONSTRUCTION MANAGER OR NOKIA'S REPRESENTATIVE AND THE UTILITY OWNER BEFORE EACH AND EVERY CONNECTION TO EXISTING SYSTEMS IS MADE.

14. MAINTAIN FLOW FOR ALL EXISTING UTILITIES.

15. ALL SITE FILL SHALL MEET SELECTED FILL STANDARDS AS DEFINED BY THE CONSTRUCTION MANAGER OR NOKIA'S REPRESENTATIVE ON THE DRAWINGS OR GEOTECHNICAL REPORT RECOMMENDATIONS.

16. CONTRACTOR TO GRADE ALL AREAS ON THE SITE TO PROVIDE POSITIVE DRAINAGE AWAY FROM THE BUILDING OR EQUIPMENT PAD AND THE TOWER.

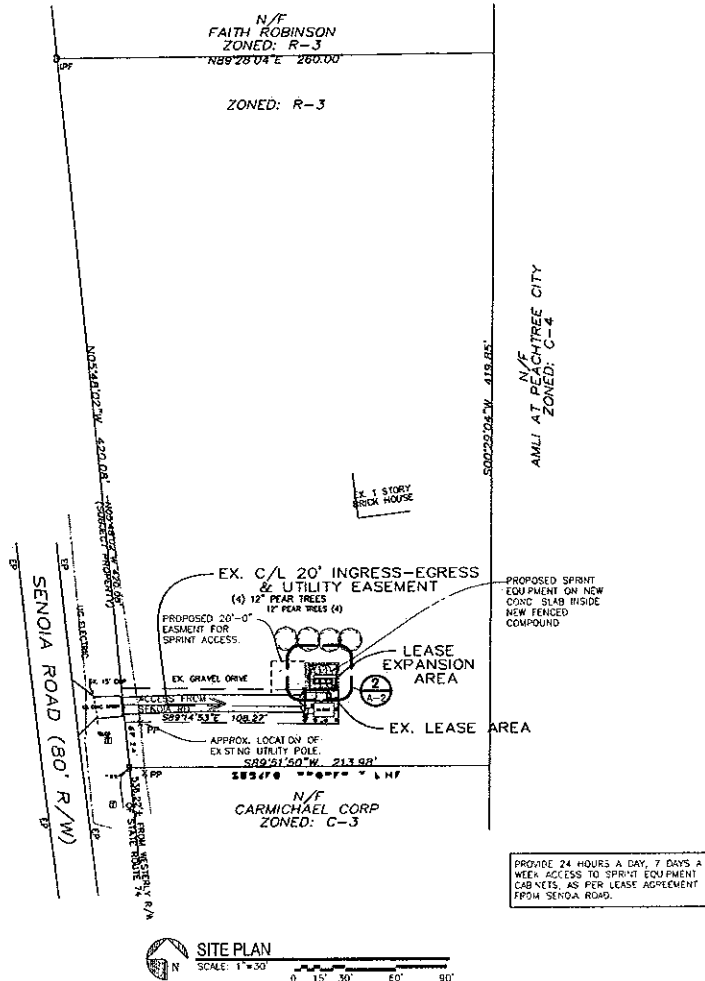
17. PROPOSED TOWER FOOTING/FOUNDATION DIMENSIONS (IF ANY) ARE SHOWN FOR GENERAL INFORMATION PURPOSES ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL FOUNDATION DIMENSIONS WITH FINAL TOWER DESIGN AND FOUNDATION DESIGN AS PROVIDED BY TOWER MANUFACTURER.

18. IF NECESSARY, THE CONTRACTOR IS RESPONSIBLE FOR PREPARING AND REPAIRING ROADWAY AND/OR PROPERTY FOLLOWING INSTALLATION OF UTILITIES.

19. NO COMMERCIAL MESSAGES TO BE DISPLAYED ON TOWER.

20. WATER AND SEWER SERVICES ARE NOT REQUIRED FOR THIS DEVELOPMENT.

SITE WORK GENERAL NOTES



CHRISTOPHER WZACNY ARCHITECT

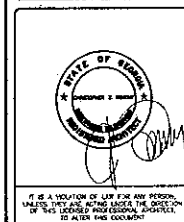
30150 TELEGRAPH ROAD
SUITE 114
BROOKHAM FARMS, MI 48025
TELEPHONE: (248) 723-8516
FAX: (248) 723-4810

PROJECT NO: MP60XC058B

DRAWN BY: PH

CHECKED BY: CW

NO.	DATE	DESCRIPTION
1	05/01/08	ISSUED FOR PERMIT
2	05/01/08	ISSUED FOR PERMIT
3	05/01/08	ISSUED FOR PERMIT
4	05/01/08	ISSUED FOR PERMIT
5	05/01/08	ISSUED FOR PERMIT
6	05/01/08	ISSUED FOR PERMIT
7	05/01/08	ISSUED FOR PERMIT
8	05/01/08	ISSUED FOR PERMIT
9	05/01/08	ISSUED FOR PERMIT
10	05/01/08	ISSUED FOR PERMIT



MP60XC058B
SHERWOOD SCHOOL
3480 RHODES AVE.
MEMPHIS, TN 38114
RAW LAND

SHEET TITLE
SITE PLAN

SHEET NUMBER
A-1

**REQUEST FOR A VARIANCE
TO THE TELECOMMUNICATION TOWERS AND ANTENNAS ORDINANCE
PEACHTREE CITY**

This is a request for a variance from the requirements of the Peachtree City Telecommunication Towers and Antennas Ordinance for the property located at: 137 SENOIA ROAD

The reason this variance is being requested is as follows: This is an existing but non-conforming cell tower. Sprint would like to install their equipment which will require the fenced area to be expanded (land already acquired from property owners).

Along with this form, the applicant should submit a detailed report justifying the granting of the requested variance. In preparing the report, please consider the following:

Variances from the provisions of this Ordinance may be approved by the City Council if it is determined that they will not cause substantial detriment to the other parties or impair the purpose or intent of this Ordinance; provided, however, that no variance can be granted for a use that is specifically prohibited by this Ordinance within the zoning district in which the property is located.

In making a determination on a variance request, the City Council shall consider the following factors:

- a. Whether or not the special circumstances contributing to the request are peculiar to the particular property involved;
- b. Whether or not the situation for which the request is being made poses an unnecessary hardship for the applicant; and
- c. Whether or not the request is due to an intentional action of the applicant to violate the requirements of this Ordinance.

I certify that I am the owner or duly authorized agent of the owner of the above-described property:

Name: (Please type or print) Jill House of American Tower (tower owner)

Address: 400 Regency Forest Drive, Cary, NC 27518

Phone: 919-466-5163

Signature: Jill W. House

This request, 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:

Signature: David E. Rant

Title: City Planner / Zoning Administrator

Date of Acceptance: 11-20-06

Date of Public Hearing: 12-07-06

V-2006-06

November 16, 2006

To: Mr. David Rast
Planning Department
Peachtree City, GA

From: Jill W. House for Sprint Spectrum, LP
919-466-5163

Re: Variance Request for Compound Expansion/ Sprint Collocation
137 Senoia Road, Peachtree City, GA
Sprint # AT60XC105-B / ATC# 82030 Tyrone

We are requesting a variance from the setback requirements for this existing telecommunication tower. This tower was constructed in 1994 and now does not meet the current Peachtree City setbacks from the adjacent residential and non-residential properties.

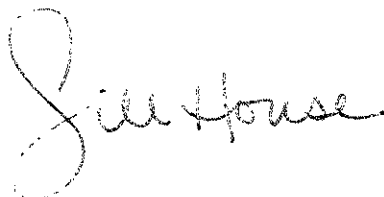
This is a permitted use on property zoned AR Agricultural Reserve but we must seek a variance because the parcel abuts GR-10 General Residential to the east. The tower is about 95 feet from the residential property line but is buffered by vegetation and the equipment is screened. The other variance requested is from the property line to the south which is zoned OI Office Institutional. The tower is approximately 42 feet away, just shy of the required 50 feet.

We are proposing a 16' x 20' expansion of the current fenced area and have obtained this space from the underlying property owners, Kenneth Grantham and Marilyn Craigmyle. The location of the tower itself will not change.

As mentioned previously, this is an existing tower and a denial of this request would likely result in an application for a new structure to meet Sprint's coverage needs. With approval of this request, a new tower will not be required and Sprint will be on air much quicker.

The expansion of the compound will not cause substantial detriment to the surrounding properties or impair the purpose or intent of this Ordinance.

Kindly place these variance requests on the agenda for the City Council meeting on December 7, 2006. Thank you for your consideration.

A handwritten signature in cursive script that reads "Jill House". The signature is written in dark ink and is positioned at the bottom center of the page, below the typed text.

PARTIAL LEASE WITH LANDLORD
AUTHORIZING EXPANSION + USE OF PROPERTY.

ANNEX PARCEL LEASE AGREEMENT
(Compound Expansion)

THIS ANNEX PARCEL LEASE AGREEMENT (this "Agreement") is made and entered into this 12th day of JUNE, 2004 (the "Effective Date") between Kenneth Grantham and Marilyn Craigmyle (the "Landlord"), and American Tower Delaware Corporation, (the "Tenant").

RECITALS

WHEREAS, Landlord is the owner of the real property described on Exhibit A attached hereto and made a part hereof (the "Parent Parcel"); and

WHEREAS, Landlord and (Pactel Cellular of Georgia (the "Primary Parcel Lessee") entered into a certain lease agreement (the "Primary Parcel Lease") dated the 11th day of April 1994 whereby the Primary Parcel Lessee leased ground space on a portion of the Parent Parcel (the "Primary Parcel"), together with certain easements for access and public utilities, from Landlord; and

WHEREAS, Tenant and the Primary Parcel Lessee have entered into a certain agreement to Sublease (the "Sublease"), dated January 19, 2000 as amended from time to time, whereby Tenant has subleased the Primary Parcel from the Primary Parcel Lessee; and

WHEREAS, Landlord has consented to the Sublease by and between the Primary Parcel Lessee and the Tenant and Landlord acknowledge that the Tenant may further sublease any of its interest in the Primary Parcel Lease to others;

WHEREAS, Tenant desires to sublease, to other wireless communications providers, space on the tower structure erected by the Primary Parcel Lessee on the Primary Parcel; and

WHEREAS, Tenant desires to lease directly from Landlord certain ground space adjacent to the Primary Parcel as described herein, together with utility, access, and other easements, for use by Tenant and its sublessees, to erect, construct, install, maintain and/or operate telecommunications equipment in conjunction with Tenant's and its sublessees' use of the Primary Parcel.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Landlord and Tenant hereby agree and contract as follows:

LEASE

1. **Acknowledgement of Primary Parcel Lease Sublease and Incorporation of Terms.** Landlord hereby acknowledges and consents to the subleasing of the Primary Parcel by the Primary Parcel Lessee to Tenant. The Primary Parcel is described on Exhibit B, attached hereto and made a part hereof. Landlord warrants and represents to Tenant that the Primary Parcel Lease is in full force and effect, has not been modified except as otherwise described herein, and that neither the Landlord nor the Primary Parcel Lessee are in default thereunder. Landlord and Tenant hereby agree that the terms of the Primary Parcel Lease, to the extent they are not inconsistent with any provision contained in this Lease, shall be adopted and incorporated herein, by reference or otherwise, as material terms of this Lease. Any reference to the parties in the Primary Parcel Lease shall hereafter apply, as is logically appropriate, to the Landlord and Tenant of this Lease. All terms of the Primary Parcel Lease that contradict the terms of this Lease shall not be binding upon the parties for the purposes of this Lease.

7. **Automatic Termination of Agreement.** During the Term hereof, this Lease shall automatically terminate immediately upon the termination of the Primary Parcel Lease, for any reason (including without limitation the Primary Parcel Lessee's or Tenant's failure to cure any default pursuant to the terms of the Primary Parcel Lease as the Primary Parcel Lessee's managing agent within the cure periods set forth therein) unless Tenant notifies Landlord that Tenant desires this Lease to remain in full force and effect. Tenant shall have thirty (30) days from receipt of any notice of termination concerning the Primary Parcel Lease to notify Landlord that this Lease shall not terminate. Notwithstanding any of the foregoing provisions, Tenant shall have the unconditional right, in its sole discretion, to exercise Tenant's rights hereunder including without limitation pursuant to Paragraph 11(b) of this Agreement, to lease the Primary Parcel upon the termination of the Primary Parcel Lease.

8. **Use.**

(a) Tenant and Tenant's sublessees may use the Annex Parcel for any lawful purpose including, without limitation, the installation, construction, maintenance and operation of multi-user wireless communications facilities, and all uses incidental thereto. The facilities may consist of such buildings, accessories and equipment as used by providers of wireless communications services, including without limitation, generators, antenna structures and towers, security fencing, telephone, electric and radio cables and other transmission lines, all of which as Tenant, in its sole discretion, deems necessary (collectively, the "Communications Facility"). All improvements to the Annex Parcel necessary for its use shall be made at Tenant's sole expense. Landlord hereby grants such appurtenant easements to Tenant and Tenant's sublessees in, over and across such portions of the Parent Parcel as are reasonably required for the erection, construction, installation, maintenance, operation and removal of the Communications Facility. Tenant and its sublessees shall have the right to use such portions of the Parent Parcel as are reasonably necessary for the temporary storage of construction materials and equipment during construction of the Communications Facility. Tenant and its tenants may make any improvements, replacements, alterations, relocations and/or additions to the Communications Facilities that are consistent with wireless communications operations, without the consent or prior approval of the Landlord.

(b) Tenant and its tenants, their respective employees, agents, contractors, and invitees shall have access to the Annex Parcel and rights of way and easements over, upon and across the Parent Parcel seven (7) days a week, twenty-four (24) hours a day, on foot or by motor vehicle, including without limitation, the right to transport trucks, construction machinery and equipment thereon.

(c) Landlord hereby expressly consents to, and authorizes, the use by Tenant and Tenant's tenants of the Primary Parcel and Annex Parcel in any and all manner consistent with the terms of this Lease. All rights granted to Tenant and Tenant's tenants under this Lease pertaining to the use of the Annex Parcel, including all subleasing provisions, are also expressly granted to Tenant (and consented to by Landlord) as sublessee under the Primary Parcel Lease. Landlord hereby agrees that any use of the Primary Parcel by Tenant or its tenants consistent with the terms of this Lease shall not render either Tenant or the Primary Parcel Lessee to be in default under the terms of the Primary Parcel Lease or to be in breach thereof. Landlord further agrees that the provisions contained in this Paragraph 8(c) shall survive the expiration of this Lease and thereafter Landlord shall not have the right or option to, and shall not deem the Primary Parcel Lessee or Tenant as subtenant and management agent of the Primary Parcel Lessee under the Primary Parcel Lease to be in default or breach of the Primary Parcel Lease based upon any default or breach of this Lease by Tenant or its tenants.

9. **Due Diligence.** Landlord acknowledges and agrees that the effectiveness of this Agreement and Tenant's obligation to pay the consideration is set forth herein is contingent upon Tenant's completion of certain due diligence to Tenant's reasonable satisfaction. Tenant's due diligence may include, but is not limited to site inspections of the Parent Parcel and Annex Parcel; governmental approvals and title research.

15. **Binding Effect.** This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of Landlord and Tenant and shall constitute covenants running with the land.

16. **Miscellaneous.** Except as set forth in this Agreement, whenever the consent or approval of either party is required or a determination must be made by either party under this Agreement, no such consent or approval shall be unreasonably withheld, denied, conditioned or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which shall constitute the same agreement. At the request of Tenant, Landlord agrees to execute a memorandum or short form of this Agreement in recordable form, setting forth a description of the Annex Parcel, the term of this Agreement and other information desired by Tenant for the purpose of giving public notice thereof to third parties. If any term, covenant, condition or provision of this Agreement or application thereof shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

17. **Confidentiality.** Landlord agrees that all terms of this Agreement, and any information furnished to Landlord by Tenant in connection with this Agreement, shall be and remain confidential. Except for Landlord's attorney or broker, if any, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The provisions of this paragraph shall not apply to any recording of a Memorandum of Lease requested by Tenant pursuant to Paragraph 16 above.

18. **Opportunity to Cure.** If Tenant shall fail to pay any rental or other amounts payable under this Agreement when due, or if Tenant should fail to perform any other of the covenants, terms or conditions of this Agreement, prior to exercising any rights or remedies against Tenant on account thereof, Landlord shall first provide Tenant with written notice of the failure and provide Tenant with a thirty (30) day period following receipt of such notice to cure such failure (if the failure is a failure to pay rental or any other sum of money under this Agreement) or a sixty (60) day period following receipt of such notice to cure such failure (if the failure is a failure to perform any other covenant, term or condition of this Agreement). If the failure is not a failure to pay rental or any other sum of money hereunder and is not capable of being cured within a sixty (60) day period, Tenant shall be afforded a reasonable period of time to cure the failure provided that Tenant promptly commences curing the failure after the notice and prosecutes the cure to completion with due diligence.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day first above written.

Landlord:

By: Kenneth Grantham
Kenneth Grantham

Its: _____
Print title:

By: Marilyn Craig
Marilyn Craig

Its: _____
Print title:

Witnesses:

Pamela Dates
Print name:

Tina Hooper
Print name:

Pamela Dates
Print name:

Tina Hooper
Print name:

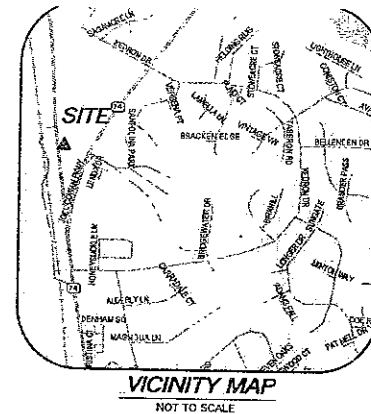
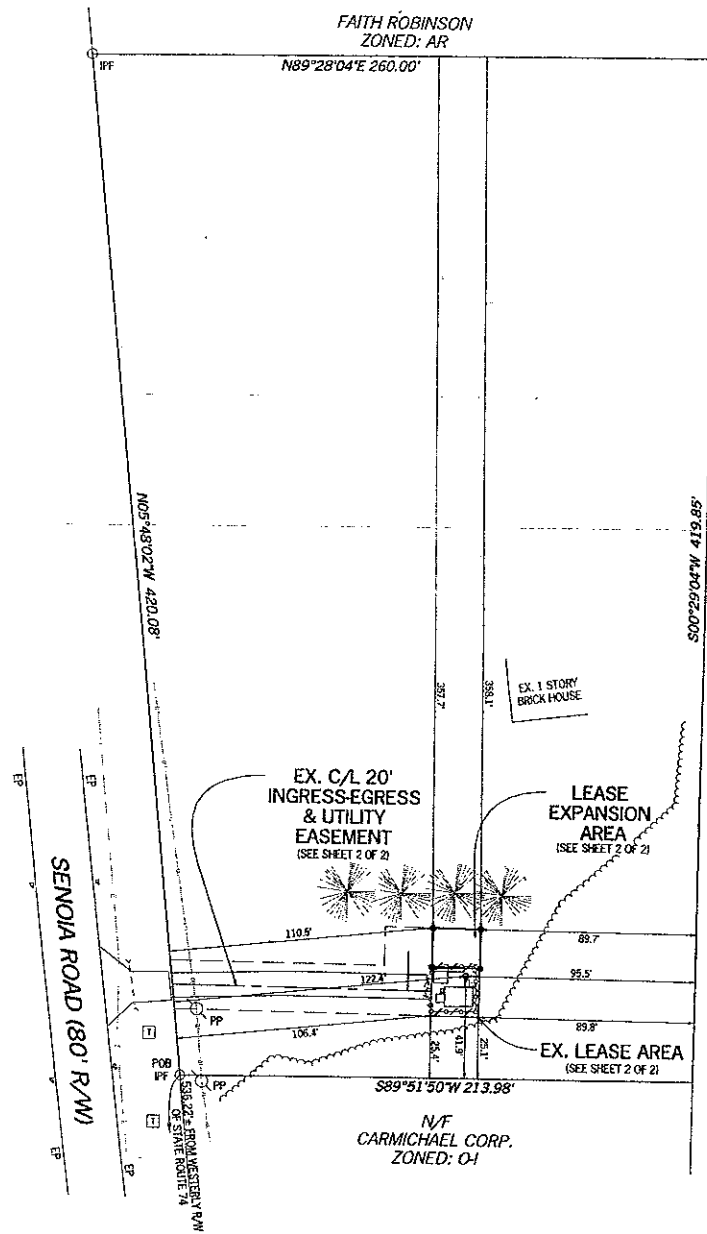
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 156 OF THE 7TH DISTRICT OF FAYETTE COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE NORTH-EASTERLY RIGHT-OF-WAY OF SENOVA ROAD (HAVING AN 80-FOOT RIGHT-OF-WAY) WITH THE RIGHT-OF-WAY OF STATE ROUTE 74, THENCE RUNNING ALONG SAID NORTH-EASTERLY RIGHT-OF-WAY OF SENOVA ROAD 536.22 FEET TO A POINT AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, NORTH 05°48'02" WEST, 420.08 FEET TO A POINT; THENCE LEAVING SAID NORTH-EASTERLY RIGHT-OF-WAY OF SENOVA ROAD AND RUNNING, NORTH 89°28'04" EAST, 260.00 FEET TO A POINT; THENCE, SOUTH 00°29'04" WEST, 419.85 FEET TO A POINT; THENCE, SOUTH 89°51'50" WEST, 219.98 FEET TO A POINT AND THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINS 2.2796 ACRES (99,298 SQUARE FEET), MORE OR LESS.

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 156 OF THE 7TH DISTRICT OF FAYETTE COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY OF SENOIA ROAD (HAVING AN 80FOOT RIGHT-OF-WAY) WITH THE RIGHT-OF-WAY OF STATE ROUTE 74, THENCE RUNNING ALONG SAID NORTHEASTERLY RIGHT-OF-WAY OF SENOIA ROAD 536.22 FEET TO A POINT; THENCE, NORTH 05°48'02" WEST, 37.24 FEET TO A POINT AND THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID NORTHEASTERLY RIGHT-OF-WAY OF SENOIA ROAD, SOUTH 89°14'53" EAST, 108.27 FEET TO THE ENDING AT A POINT.



THIS EASEMENT SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF SPRIIT (TOGETHER WITH NEXTEL) AND EXCLUSIVELY FOR THE TRANSFERRAL OF THE LEASEHOLD AND THE RIGHTS OF EASEMENT SHOWN HEREON AND SHALL NOT BE USED AS AN EXHIBIT OR EVIDENCE IN THE FEE SIMPLE TRANSFERAL OF THE SUBJECT PROPERTY NOR ANY PORTION OR PORTIONS THEREOF.

THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE REPORT WHICH MAY REVEAL ADDITIONAL CONVEYANCES, EASEMENTS, OR RIGHTS-OF-WAY NOT SHOWN HEREON.

EQUIPMENT USED FOR ANGULAR & LINEAR MEASUREMENTS: LEICA TCR1103
ROBOTIC

THE FIELD DATA UPON WHICH THIS EASEMENT SURVEY IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 20,000+ FEET AND AN ANGULAR ERROR OF 5.0" PER ANGLE POINT AND WAS ADJUSTED USING LEAST SQUARES.

THE PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE TO WITHIN ONE FOOT IN 100,000+ FEET.

THE 1' CONTOURS SHOWN ON THIS EASEMENT SURVEY ARE ADJUSTED TO NAVD 83 DATUM AND HAVE A VERTICAL ACCURACY OF $\pm .5$. CONTOURS OUTSIDE THE IMMEDIATE SITE AREA ARE APPROXIMATE.

BEARINGS SHOWN ON THIS EASEMENT SURVEY ARE FROM TRUE NORTH AND BASED
ON A SOLAR OBSERVATION BY LOCAL HOUR ANGLE METHOD.

NO PORTION OF THIS PROPERTY IS LOCATED IN A SPECIAL FLOOD AREA AS PER
F.I.R.M. COMMUNITY PANEL NO. 13113C0060 DATED MARCH 18, 1996.

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM ABOVE GROUND FIELD SURVEY INFORMATION. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPLY WITH ALL UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

OWNER: KENNETH GRANTHAM AND MARILYN CRAIGMILE

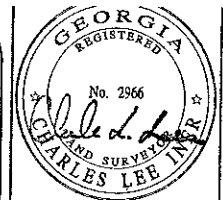
SITE ADDRESS: 137 SENOA ROAD
PEACHTREE CITY, GA

TAX ID #: 07-35-00-024

AREA: 2.2796 ACRES

ZONED - AR

REFERENCE: FLAT BOOK 1587 PAGE 3



NO.	DATE	REVISION
1	10-10-06	PER COMMENTS - JDW
1	11-16-06	PER COMMENTS - JDW

**POINT TO POINT
LAND SURVEYORS**
810 Jackson Street
Locust Grove, Georgia 30248
(p) 678.565.4440 (f) 678.565.4497
(w) pointtopointsurvey.com



EASEMENT SURVEY PREPARED FOR:



6575 THE CORNERS PKWY
NORCROSS, GA 30092

"ATC TYRONE"

SITE NO.

AT60XC105-B
LAND LOT 156, 7TH DISTRICT

CITY OF PEACHTREE CITY,
FAYETTE COUNTY, GEORGIA

CHECKED BY: C. INER

APPROVED: C. McCANN

DATE: 05 OCT 2006

2006 574,2006 574, pro

(1202.2) The purpose of this section is to authorize variances from the terms of this ordinance as will not be contrary to the public interest so that the spirit of this ordinance shall be observed, public safety and welfare secured, and substantial justice done.

An application for a variance may be submitted only by the owner of the property for which a variance is desired, or his authorized agent.

- (a) Variance applications shall be filed with the city planner on forms provided by the city planner.
- (b) Any communication relative to a variance request will be regarded as information only until a proper application is made in the form required.
- (c) An application fee shall accompany each variance application. The fee shall be as established by the city council under the city's fee schedule and as maintained by the city clerk.
- (d) Upon receiving an application, the city planner shall schedule a public hearing on the request before the city council within 45 days after receipt.
- (e) A sign displaying the hearing date and the nature of the hearing shall be placed in a conspicuous location on the property not less than 15 days prior to the hearing date.
- (f) A notice of the public hearing date and the nature of the hearing shall be published in the newspaper of general circulation which serves as the legal organ for the city. The newspaper notice shall appear at least 15 days prior to the hearing date.
- (g) At the public hearing before the city council, the applicant may appear in person or be represented by an agent or attorney.
- (h) Variances from the provisions of this ordinance may be approved by the city council if it is determined that they will not cause substantial detriment to other parties or impair the purpose or intent of this ordinance; provided, however, that no variance can be granted for a use that is specifically prohibited by this ordinance within the zoning district in which the property is located.

In making a determination on a variance request, the city council shall consider the following factors:

- (1) Whether or not the special circumstances contributing to the request are peculiar to the particular property involved;
- (2) Whether or not the situation for which the request is being made poses an unnecessary hardship for the applicant; and
- (3) Whether or not the request is due to an intentional action of the applicant to violate the requirements of this ordinance. (Ord. No. 589, 11-19-1992; Ord. No. 618, 7-7-1994)

(1202.3) After due consideration of an application for special exception, the city council shall take such action or establish such reasonable conditions of approval as will

POSITION PAPER

Proposed Variance: 403A Dividend Drive
BETT, L.L.C.

City Planner/ Zoning Administrator
November 30, 2006

David [Signature]

Situation:

Mr. Timothy Powers owns the property located at 403A Dividend Drive. The subject tract is zoned GI General Industrial which permits telecommunications towers and associated tower facilities. The subject tract is also located within the AI Airport zoning overlay district as identified within Section 1012.2 of the city's Zoning Ordinance (Attachment "A"). The intent of this ordinance is to *"restrain influences which are adverse to the property and safe conduct of aircraft in the vicinity of Falcon Field-Peachtree City Airport, to prevent conditions hazardous to aircraft operation, to prevent conflict with land development which may result in loss of life and property, and to encourage development which is compatible with airport use characteristics within the intent and purpose of zoning."*

On behalf of the property owner, T-Mobile South, LLC submitted an application to install a freestanding telecommunications tower and associated tower facilities on the subject tract (Attachment "B"). The proposed tower would be 165' above ground level (AGL) and the lease area at the base of the tower would be 100' x 100'. The proposed tower would meet applicable zoning and setback requirements.

As a part of the review process, the Applicant submitted documentation to the Federal Aviation Administration (FAA) requesting that they conduct an aeronautical study to determine what impacts the proposed tower might have on air navigation (Attachment "C"). This study noted the proposed height of the structure exceeded the horizontal surface area established for Falcon Field Airport by 48', but concluded *"the structure would have no substantial adverse impact effect on the safe and efficient utilization of the navigable airspace by aircraft or on the operation of air navigation facilities."*

The city's AI Airport zoning ordinance identifies specific approach surface zones (APA), conical surface zones (APC), horizontal surface zones (APH) and transitional surface zones (APT), all of which are "overlaid" on the property surrounding the airport to protect navigable airspace. The base of the proposed tower would be located at elevation 836' AMSL (above mean sea level). The top of the tower would be 160' in height AGL (above ground level) with a 5' lightning arrestor mounted to the top of the tower, for an overall height of 165' AGL. Combined with the elevation at the base of the tower, the height of the tower would be located at 1001' AGL.

Proposed Variance: 403A Dividend Drive

November 30, 2006

Page 2

In their review of the proposed tower, the FAA determined the height of the tower would extend 48' into the horizontal surface zone as applied to the Falcon Field Airport. In accordance with the variance procedures identified within Section 1012.2(g)(4) of the AI Airport zoning district, the Applicant is requesting a variance to permit this encroachment.

Facts:

1. The subject parcel is zoned GI General Industrial, which permits the installation of telecommunications towers and associated infrastructure. The proposed tower and associated tower facilities meet applicable setbacks.
2. The subject tract falls within the AI Airport zoning district, which identifies specific approach surface zones (APA), conical surface zones (APC), horizontal surface zones (APH) and transitional surface zones (APT), all of which are "overlaid" on the property surrounding the airport to protect navigable airspace associated with the airport.
3. The FAA conducted an aeronautical study for the proposed telecommunications tower. This aeronautical study revealed that the structure would have no substantial adverse impact effect on the safe and efficient utilization of the navigable airspace by aircraft or on the operation of air navigation facilities.
4. The aeronautical study also noted the proposed telecommunications tower exceeded the horizontal surface zone by 48'. This study states: *"the fact that a proposed structure exceeds an obstruction standard of Part 77 does not provide a basis for a determination that the structure would constitute a hazard to air navigation,"* and concludes: *"the proposed structure was found to have no adverse effect on the VFR airport traffic approach patterns in the vicinity of the site."*
5. The Peachtree City Airport Authority submitted documentation to both the FAA and City Staff requesting that the proposed telecommunications tower not be approved at this location unless it was modified to meet current Airport Overlay criteria (Attachment "D").
6. The Applicant was notified that, because the height of the tower would extend into the horizontal surface zone as established within the AI Airport zoning district, the tower could not be approved in this location without first securing a variance from City Council (Attachment "E").
7. In accordance with Section 1012.2(g)(4) of the AI Airport zoning district, the Applicant has filed a Request for Variance to permit this encroachment (Attachment "F").

Proposed Variance: 403A Dividend Drive

November 30, 2006

Page 3

Recommendation:

At present, City Staff is unable to make a recommendation pertaining to this request. In accordance with the procedures set forth within Section 1012.2 (g)(4), the variance request was forwarded to the Airport Manager and the Peachtree City Airport Authority on November 20, and comments are due no later than December 5. These comments, as well as a review of the variance criteria as to how they apply to this request, will be forwarded to City Council no later than 12:00 PM on Wednesday, December 6.

Attachments "A" – "?"

Sec. 1012. Airport zoning.

(1012.1) Airport (AI).

- (a) *Intent of district.* It is intended that the AI zoning district be established for airport uses. The regulations which apply with this district are designed to encourage the formation and continuance of compatible environment for uses of a general aviation airport to protect and preserve undeveloped airport areas of Peachtree City which are suitable for such activities, and to prohibit other uses.
- (b) *Permitted uses.* The following uses shall be permitted in any AI zoning district:
 - (1) Any airport or airport related uses which involves operation, storage, repair, manufacture, sales of fuel, oil, or aviation related parts or products, auto rentals, restaurant, vending services or any other use which would directly relate to the furtherance of the facility to operate as an airport.

(1012.2) Airport district areas (AP).

- (a) *Airport district areas established as supplementary.* The "AP" designation is not intended to be utilized as a separate district classification, but as a designation which identifies areas subject to regulations which are supplementary to the regulations of the district to which such designation is attached, appended, or "overlaid." Regulations which apply to areas designated on the zoning map as being within such appended or overlaid designation must be determined by joint reference to the regulations of both the basic district classification and the appended or overlay classification.
- (b) *Intent.* It is the intent of this ordinance to restrain influences which are adverse to the property and safe conduct of aircraft in the vicinity of Falcon Field-Peachtree City Airport, to prevent creation of conditions hazardous to aircraft operation, to prevent conflict with land development which may result in loss of life and property, and to encourage development which is compatible with airport use characteristics within the intent and purpose of zoning. To this end, the "AP" designation, when appended to a basic district classification, is intended to coordinate the purpose and intent of this ordinance with other regulations duly established by Peachtree City whose primary intent is to further the purposes set out above.
- (c) *Definitions.*
 - (1) Airport: Falcon Field--Peachtree City Airport.
 - (2) Airport elevation: The highest point of an airport's usable landing area measured in feet above mean sea level (808.0).
 - (3) Approach surface: A surface longitudinally centered on the extended runway centerline, extending outward and upward from the end of the primary surface and at the same slope as the approach zone height limitation slope set forth in (1012.2)(c)(4) of this article.
 - (4) Approach zone (APA): The approach surface zone is an inclined plane

located directly above the approach area. The dimensions of the approach area are measured horizontally. The inner edge approach zone coincides with the width of the primary surface and begins 200 feet from the runway end and is 500 feet wide. The approach zone slopes 20 feet outward for each foot upward to a width of 1,500 feet for noninstrumented runway at a horizontal distance of 5,000 feet from the primary surface, and outward 34 feet for each foot upward to a width of 3,500 feet at a horizontal distance of 10,000 feet from the primary surface for nonprecision instrument runway. Its centerlines are the continuation of the centerlines of the runways.

- (5) Conical surface: A surface extending outward and upward from the periphery of the horizontal surface at a slope of twenty to one (20:1) for a horizontal distance of 4,000 feet.
- (6) Conical zone (APC): The conical zone is established on the area that commences at the periphery of the horizontal zone and at 150 feet above the airport elevation and extending outward therefrom for a distance of 4,000 feet, and upward at a slope of 20:1.
- (7) Hazard to navigation: An obstruction determined to have a substantial adverse effect on the safety and efficient utilization of the navigable airspace.
- (8) Height: For the purpose of determining the height limits in all zones set forth in this article and shown on the zoning map, the datum shall be mean sea level elevation unless otherwise specified.
- (9) Horizontal surface: A horizontal plane 150 feet above the established airport elevation, the perimeter of which in plan coincided with the perimeter of the horizontal zone.
- (10) Horizontal zone (APH): The horizontal zone is a plane, circular in shape, with its height 150 feet above the established airport elevation of 808.0 [feet] msl and having a radius of 10,000 feet for the basic transport runway from the center of the end of the primary surface of each runway and connecting the adjacent arcs by drawing lines tangent to those arcs. The horizontal zone does not include the approach and transitional zones.
- (11) Obstruction: Any structure, growth, or other object, including a mobile object, which exceeds a limited height set forth in subsection (1012.2)(d) of this article.
- (12) Primary surface: A surface longitudinally centered on a runway. The primary surface extends 200 feet beyond each end of that runway. The elevation of any point on the primary surface is the same as the elevation of the nearest point on the runway centerline. The width of the primary surface is 500 feet for Falcon Field--Peachtree City Airport.
- (13) Runway: A defined area on an airport prepared for landing and takeoff of aircraft along its length.
- (14) Structure: An object, including mobile object, constructed or installed by

man, including but without limitation, building, towers, cranes, smokestacks, earth formations, and overhead transmission lines.

- (15) Transitional surfaces: These surfaces extend outward to right angles (90-degree angles) to runway centerline and extends at a slope of seven feet horizontally for each foot vertically from the sides of the primary and approach surfaces to where they intersect the horizontal and conical surfaces.
 - (16) Transitional zones (APT): The transitional zones are included planes beneath the transitional surfaces with a slope of 7:1 measured upward and outward in a vertical plane at right angles to the center line of the runway and extending 150 feet above the airport elevation of 808.0 [feet] above mean sea level. The 7:1 transitional surface also extends from the edges of all approach surfaces upward and outward to the intersection with the horizontal surface, or the conical surface zones.
- (d) *Airport zones height limitations.* Except as otherwise provided in this article [section] no structure or tree shall be erected, altered, allowed to grow or maintained in any airport approach surface zone, horizontal surface zone, conical surface zone or transitional surface zone to a height in excess of the height limit herein established for this zone. If the height limits of two zones covering the same area vary, the lower height limitation is controlling.
- (e) *Use restrictions.* Notwithstanding any other provisions of this article [section] no use may be made of land within any airport approach surface zone, horizontal surface zone, conical surface zone or transitional surface zone, in such a manner as to create electrical interference with radio communication between the airport and aircraft, make it difficult for flyers to distinguish between airport lights and others, result in glare in the eyes of the flyers using the airport or otherwise endanger the landing, taking off or maneuvering of aircraft.
- (f) *Nonconforming uses.*
- (1) Regulations not retroactive. The regulations prescribed by this article shall not be construed to require the removal, lowering, or other change or alteration of any structure, tree or use of land not conforming to the regulations as of the effective date of this article [section] or otherwise interfere with the continuance of nonconforming use. Nothing contained herein shall require any change in the construction, alteration, or intended use of any structure, the construction or alteration of which was begun prior to the effective date of this article [section], and is diligently prosecuted.
 - (2) Obstruction--Marking and lighting. Notwithstanding the preceding provisions of the section, the owner of any existing nonconforming structure or tree is hereby required to permit the installation, operation, and maintenance thereon of such markers and lights as shall be deemed necessary by Peachtree City Airport Authority to indicate to the operators of aircraft in the vicinity of the airport the presence of such airport obstruction. Such markers and lights shall be installed, operated and maintained at the expense of the Peachtree City Airport Authority.

- (g) *Permits.* The zoning administration (administrator) shall not issue a zoning permit within an "AI," "APA," "APH," "APT" or "APC" area until it has been determined that the proposal upon which he is requested to act is in compliance with the terms of these regulations. In order to determine whether or not a proposal is in compliance, the proposal shall be submitted to the airport authority for review and approval. Without the approval of the airport authority, a proposal is not in compliance.

- (1) *Future uses.* Except as specifically provided in (i), (ii), and (iii) hereunder, no material change shall be made in the use of land, no structure shall be erected or otherwise established, and no tree shall be planted in any zone hereby created unless a permit therefor shall have been applied for and granted. Each application for a permit shall indicate the purpose for which the permit is desired, with sufficient particularity to permit it to be determined whether the resulting use, structure, or tree would conform to the regulations herein prescribed. If such determination is in the affirmative, the permit shall be granted. No permit for a use inconsistent with the provisions of this article [section] shall be granted unless a variance has been approved in accordance with section (1012.2)(g)(4).

- (i) In the area lying within the limits of the horizontal zone and conical zone, no permit shall be required for any tree or structure except when, because of terrain, land contour, or topographic features, such tree or structure would extend above the height limits prescribed for such zones.
- (ii) In areas lying within the limits of the approach zones, but at a horizontal distance of not less than 4,200 feet from each end of the runway, no permit shall be required for any tree or structure except when, because of terrain, land contour, or topographic features, such tree or structure would extend above the height limits prescribed for such zones.
- (iii) In the areas lying within the limits of the transition zones, no permit shall be required for any tree or structure except when such tree or structure because of terrain, land contour, or topographic features, would extend above the height limit prescribed for such transition zones.

Nothing contained in any of the foregoing exceptions shall be construed as permitting or intending to permit any construction, alteration of any structure, or growth of any tree in excess of any of the height limits established by this article except as set forth in section (1012.2)(g).

- (2) *Existing uses.* No permit shall be granted that would allow the establishment or creation of an obstruction or permit a nonconforming use, structure, or tree to become a greater hazard to air navigation than it was on the effective date of this ordinance or any amendment thereto or than it is when the application for a permit is made. Except as indicated, all applications for such a permit shall be granted.

- (3) Nonconforming uses abandoned or destroyed. Whenever the zoning administration determines that a nonconforming tree or structure has been abandoned or more than 75 percent torn down, physically deteriorated, or decayed, no permit shall be granted that would allow such structure or tree to exceed the applicable height limit or otherwise deviation [deviate] from the zoning regulations.
- (4) Variances. Any person desiring to erect or increase the height of any structure, or permit the growth of any tree, or use property, not in accordance with the regulations prescribed in this article may apply to the city council for a variance from such regulations.

The application for variance shall be accompanied by a determination from the Federal Aviation Administration as [to] the effect of the proposal on the operation or air navigation facilities and the safe, efficient use of navigable airspace. Such variances shall be allowed where it is duly found that a literal application or enforcement of the regulations will result in unnecessary hardship and relief, if granted, will not be contrary to the public interest, will not create a hazard to air navigation, will do substantial justice, and will be in accordance with the spirit of this article [section]. Additionally, no application for variance to the requirements of this article may be considered by the board of adjustment unless a copy of this application has been furnished to the airport manager and the Peachtree City Airport Authority for advice as to the aeronautical effects of the variance. If the airport manager and/or the airport authority does not respond to the application within 15 days after receipt, the board of adjustment may act on its own to grant or deny said application.

- (5) Obstruction marking and lighting. Any permit or variance granted may, if such action is deemed advisable to effectuate the purpose of this article [section] and be reasonable in the circumstances, be so conditioned as to require the owner of the structure or tree in question to install, operate and maintain, at the owner's expense, such markings and lights as may be necessary. If deemed proper by the board of adjustment, this condition may be modified to require the owner to permit the Peachtree City Airport Authority, at its own expense, to install, operate, and maintain the necessary markings and lights.

(Ord. No. 391, 3-20-1986; Ord. No. 474, 11-3-1988; Ord. No. 475, 11-3-1988)

FINAL
MAR 06 2006
RECEIVED

..T.. Mobile South, LLC

FOUR CONCOURSE PKWY
SUITE 300
ATLANTA, GA 30328

SITE NAME:
DIVIDEND

SITE NUMBER:
9AT1411A

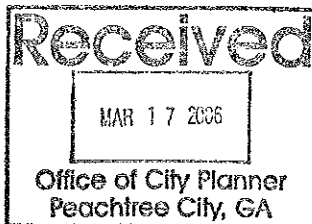
**PROPOSED 160' MONOPOLE TOWER
RAWLAND SITE**

PREPARED BY:



TOWERSOURCE, INC.

1000 HOLCOMB WOODS PARKWAY
SUITE 414
ROSWELL, GA 30076
TEL 678-990-2338
FAX 678-990-2342



RECEIVED MAR 17 2006

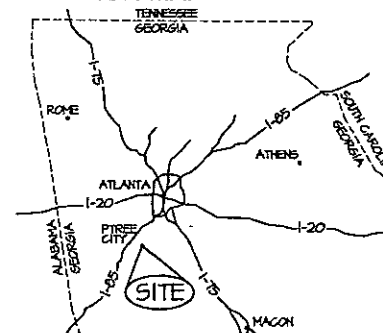
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C-6 HAVESIDE ELEVATION & DETAILS
C-7 GRADING & EROSION CONTROL PLAN
C-8 GRADING & EROSION CONTROL DETAILS
C-9 GRADING & EROSION CONTROL SPECS
C-10 FENCE DETAILS
L-1 LP TANK DETAILS
L-2 LANDSCAPE PLAN
L-3 ELECTRICAL SPECS & ONE-LINE DIAGRAM
L-4 ELECTRICAL SITE PLAN
L-5 GROUNDING SITE PLAN
L-6 GROUNDING RISER DIAGRAM
L-7 GROUNDING DETAILS
L-8 ANTENNA DETAILS & GROUNDING SCHEMATIC
E-1 UTILITY FRAME DETAILS
E-2 PANEL BOARD CALCULATIONS
LMU LMU ANTENNA DETAILS

DRIVE DIRECTIONS

FROM T-MOBILE: TAKE I-285 WEST TO GA-400 SOUTH TO I-85 SOUTH TOWARDS PEACHTREE CITY. EXIT AT EXIT 61/SENOLIA ROAD/CR-74 AND TURN LEFT/SOUTH. FOLLOW TO WHERE IT BECOMES PEACHTREE PARKWAY. PROCEED INTO PEACHTREE CITY. IN PEACHTREE CITY TURN RIGHT/WEST ONTO KELLY DRIVE AND THEN TURN IMMEDIATELY LEFT/SOUTH ONTO OLD-74. PROCEED TO THE SITE ADDRESS ON THE LEFT. SITE IS AT THE REAR RIGHT OF THE PARCEL.

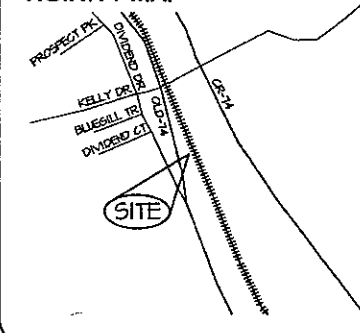
LOCATION MAP



PROJECT INFORMATION

SITE ADDRESS: 403-A DIVIDEND DRIVE
PEACHTREE CITY, GA 30269
TAX MAP #: 0614-011-01
DEVELOPER & TOWER OWNER: T-MOBILE SOUTH, LLC
FOUR CONCOURSE PKWY, SUITE 300
ATLANTA, GA 30328
GREG HAZLEHURST, A&E MANAGER
(678) 388-4101
PROPERTY OWNER: GALHOUN / JOHNSON COMPANY
200 TIGER WAY
PEACHTREE CITY, GA 30269
(770) 481-2040
ENGINEER: TOWERSOURCE, INC.
1000 HOLCOMB WOODS PKWY
ROSWELL, GA 30076
PATRICK MARSHALL, P.E.
(678) 990-2338
LATITUDE: 33° 22' 42.3" (NAD83)
LONGITUDE: 84° 34' 40.2" (NAD83)
ELEVATION: 836' AMSL (NGVD88)
ZONING CLASSIFICATION: G1
PERMIT JURISDICTION: PEACHTREE CITY
CONTACT: DAVID RAST
(770) 481-5731
TELCO: TBD
POWER: TBD

VICINITY MAP



RF ENGINEER

SIGNATURE _____ DATE _____

CONSTRUCTION MANAGER

SIGNATURE *[Signature]* DATE 3/8

SITE ACQUISITION AGENT

SIGNATURE _____ DATE _____

LANDOWNER

SIGNATURE _____ DATE _____

PROGRAM MANAGER

SIGNATURE _____ DATE _____

ZONING/PERMITTING

SIGNATURE *[Signature]* DATE 3/8/06



IF YOU DIG GEORGIA...
CALL US FIRST!
1-800-282-7411
325-5000
(METRO ATLANTA ONLY)
UTILITIES PROTECTION CENTER
IT'S THE LAW

TOWERSOURCE, INC.
1000 HOLCOMB WOODS PARKWAY
SUITE 414
ROSWELL, GA 30076
TEL 678-990-2338
FAX 678-990-2342

DATE	DESCRIPTION
2/24/06	PRELIMINARY REVIEW
3/1/06	ISSUED FOR CONSTRUCTION

..T.. Mobile South, LLC
FOUR CONCOURSE PKWY
ATLANTA, GA 30328

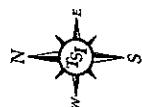
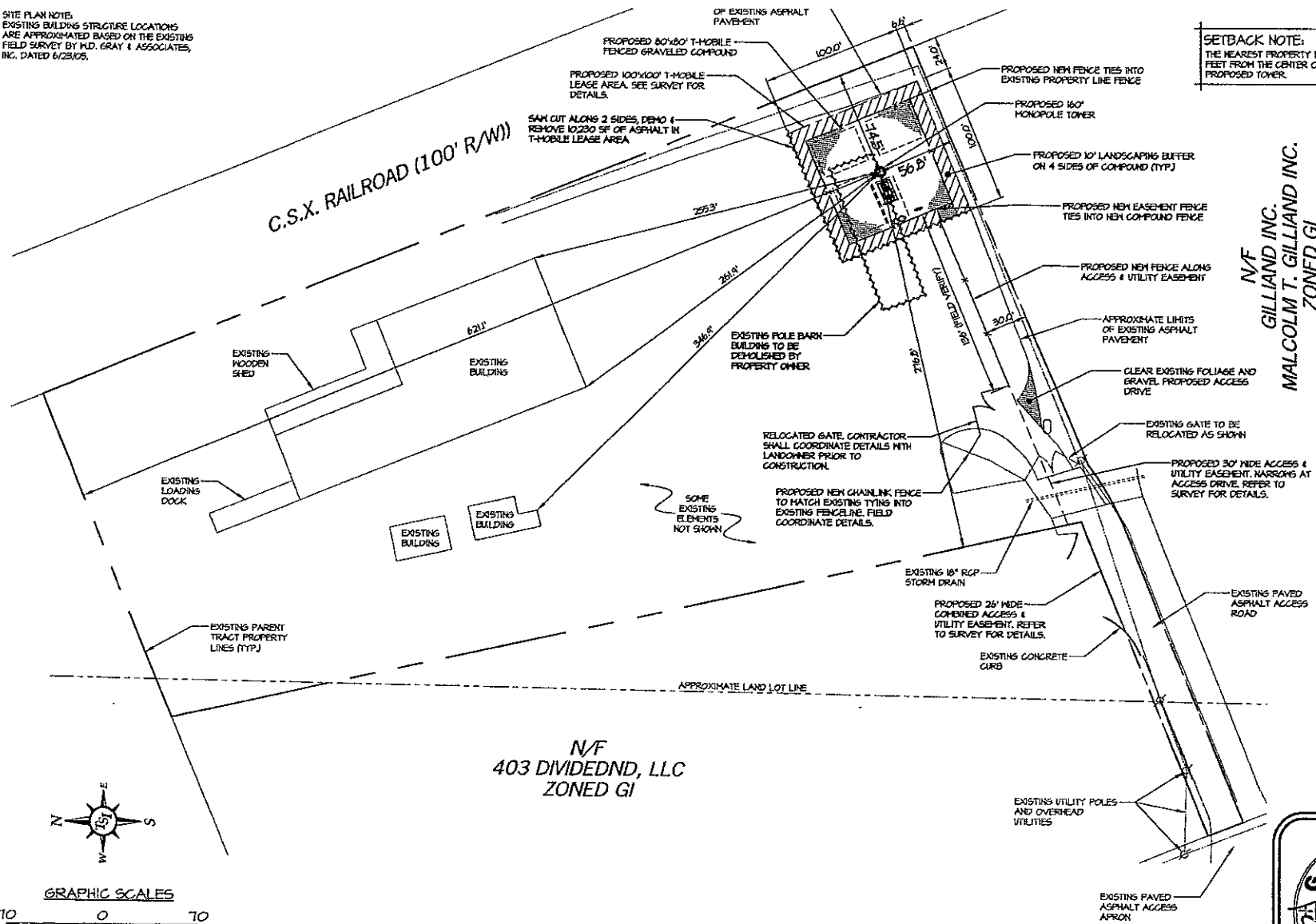
DESIGNED: AB
DRAWN: AB
CHECKED: PM

DIVIDEND
9AT1411A
TITLE SHEET &
PROJECT INFORMATION

T-1

SITE PLAN NOTE:
EXISTING BUILDING STRUCTURE LOCATIONS
ARE APPROXIMATED BASED ON THE EXISTING
FIELD SURVEY BY M.D. GRAY & ASSOCIATES,
INC. DATED 6/28/05.

SETBACK NOTE:
THE NEAREST PROPERTY LINE IS 56.8'
FEET FROM THE CENTER OF THE
PROPOSED TOWER.

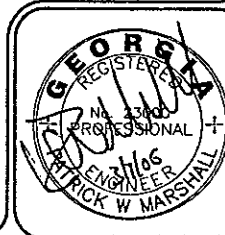


GRAPHIC SCALES



SCALE: 1" = 10'-0"

OVERALL SITE PLAN
SCALE: 1" = 10'-0"



TOWERSOURCE, INC.
1000 ROCKY HILL ROAD
SUITE 201
ROCKY HILL, CT 06067
TEL: 860-366-1000
FAX: 860-366-1001

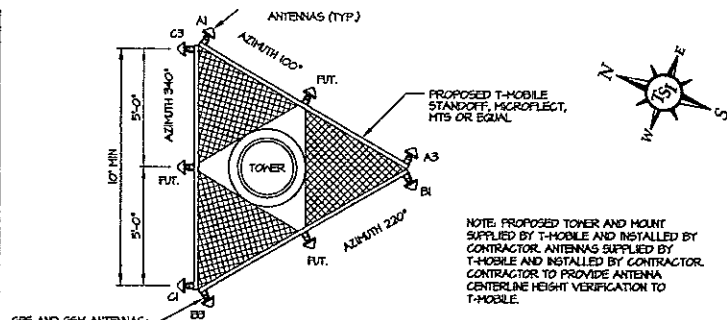
NO.	DATE	DESCRIPTION
1	06/28/05	PRELIMINARY REVIEW
2	07/06/05	READY FOR CONSTRUCTION
3	07/06/05	1
4	07/06/05	2
5	07/06/05	3

T-Mobile South, LLC
FOUR COURSE PARKWAY
SUITE 100
ATLANTA, GA 30328

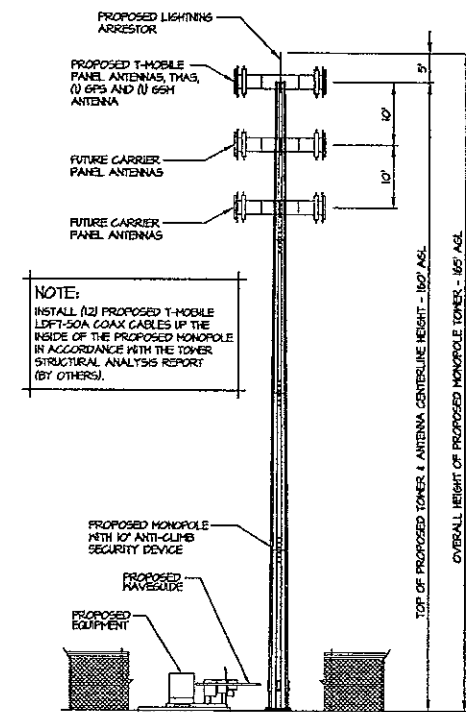
DESIGNED: A.B.
DRAWN: A.B.
CHECKED: P.W.

DIVIDEND
9/14/14
OVERALL
SITE PLAN

C-2



ANTENNA ORIENTATION
NOT TO SCALE

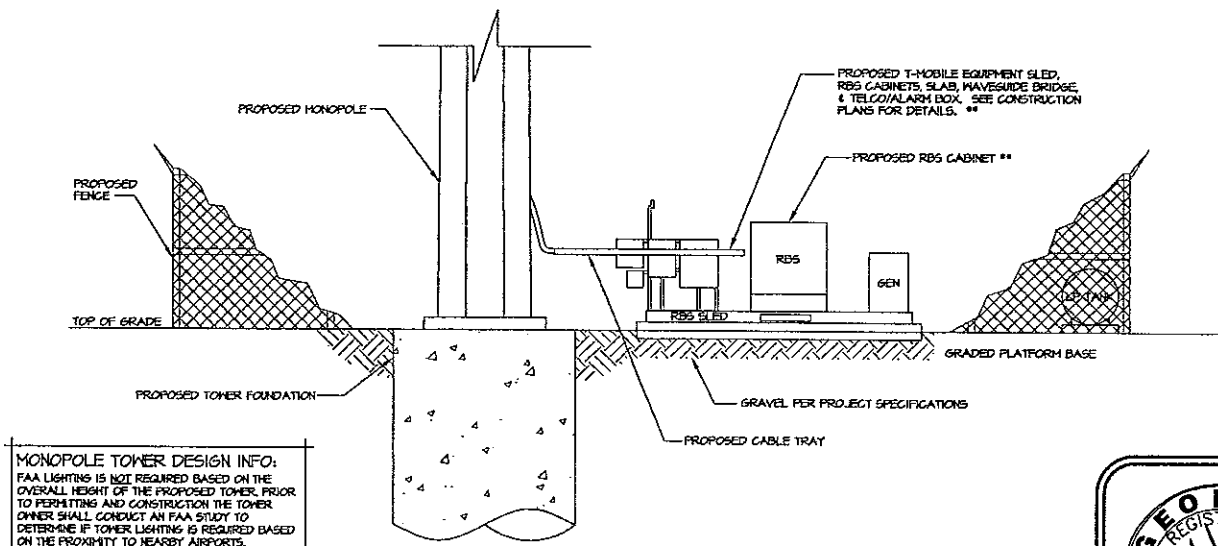


TOWER ELEVATION
NOT TO SCALE

ANTENNA AND COAXIAL CABLE SCHEDULE									
ANTENNA MARK	SECTOR	ANTENNA	COAX FEED LOCATION	AZIMUTH (0°=NORTH)	COAX COLOR CODE	COAX CABLE SIZE-LENGTH	TRX ANTENNA CONFIGURATION	MECHANICAL DOWN TILT	RADIATION CENTER
A1	A	PCS AC65-14-2	CENTER	100°	Rx - 1 RED Tx - 1 RED / 1 WHITE	1 5/8" - 1 x 210' 1 5/8" - 1 x 210'	Tx / Rx	0°	200'
FUTURE									
A3	A	PCS AC65-14-2	CENTER	100°	Rx - 2 RED Tx - 2 RED / 2 WHITE	1 5/8" - 1 x 210' 1 5/8" - 1 x 210'	Tx / Rx	0°	200'
B1	B	PCS AC65-14-2	CENTER	220°	Rx - 1 BLUE Tx - 1 BLUE / 1 WHITE	1 5/8" - 1 x 210' 1 5/8" - 1 x 210'	Tx / Rx	0°	200'
FUTURE									
B3	B	PCS AC65-14-2	CENTER	220°	Rx - 2 BLUE Tx - 2 BLUE / 2 WHITE	1 5/8" - 1 x 210' 1 5/8" - 1 x 210'	Tx / Rx	0°	200'
C1	C	PCS AC65-14-2	CENTER	340°	Rx - 1 GREEN Tx - 1 GREEN / 1 WHITE	1 5/8" - 1 x 210' 1 5/8" - 1 x 210'	Tx / Rx	1°	200'
FUTURE									
C3	C	PCS AC65-14-2	CENTER	340°	Rx - 2 GREEN Tx - 2 GREEN / 2 WHITE	1 5/8" - 1 x 210' 1 5/8" - 1 x 210'	Tx / Rx	1°	200'

* INSTALL 6 ANTENNAS (EACH W/ THA) AND 12 LINES. T-MOBILE'S RESERVE CAPACITY IS 4 ANTENNAS (EACH W/ THA) AND 16 LINES.

ANTENNA & COAXIAL CABLE SCHEDULE
NOT TO SCALE

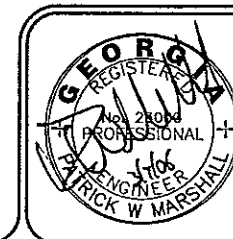


** CONTRACTOR SHALL INSTALL THE RBS BASE, SUB-BASE AND POWER/TELCO BOX. COORDINATE WITH CONSTRUCTION MANAGER.

EQUIPMENT ELEVATION
NOT TO SCALE

MONOPOLE TOWER DESIGN INFO:
FAA LIGHTING IS NOT REQUIRED BASED ON THE OVERALL HEIGHT OF THE PROPOSED TOWER. PRIOR TO PERMITTING AND CONSTRUCTION THE TOWER OWNER SHALL CONDUCT AN FAA STUDY TO DETERMINE IF TOWER LIGHTING IS REQUIRED BASED ON THE PROXIMITY TO NEARBY AIRPORTS.

TOWER MATERIAL - STEEL
TOWER COLOR - GALVANIZED
MOUNT MATERIAL - STEEL
MOUNT COLOR - GALVANIZED
ANTENNA COLOR - BEIGE/WHITE
COAX COLOR - BLACK



LOWERSOURCE, INC.
8000 ILEX CO. RD. WOODS BRANCH, MD 21790
TEL: 410-326-1000 FAX: 410-326-1001

T-47

DESCRIPTION: PRELIMINARY REVIEW
DATE: 01/03/03
BY: [Signature]
CHECKED FOR CONSTRUCTION: [Signature]

DATE: 01/03/03
BY: [Signature]
CHECKED FOR CONSTRUCTION: [Signature]

T-Mobile South, LLC
FOUR CONGRESS DRIVE, SUITE 200
ATLANTA, GA 30338

DESIGN: A.B.
DATE: A.B.
CHECKED: P.M.

OWNER: DIVIDEND
TOWER ELEVATION

C-4



Federal Aviation Administration
Air Traffic Airspace Branch, ASW-520
2601 Meacham Blvd.
Fort Worth, TX 76137-0520

Aeronautical Study No.
2006-ASO-1738-OE

Issued Date: 05/30/2006

Thelma L. Wilson
T-Mobile, USA
4 Concourse Parkway
Atlanta, GA 30328

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has completed an aeronautical study under the provisions of 49 U.S.C., Section 44718 and, if applicable, Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure Type: Antenna Tower
Location: Peachtree City, GA
Latitude: 33-22-42.30 N NAD 83
Longitude: 84-34-40.20 W
Heights: 170 feet above ground level (AGL)
1006 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure would have no substantial adverse effect on the safe and efficient utilization of the navigable airspace by aircraft or on the operation of air navigation facilities. Therefore, pursuant to the authority delegated to me, it is hereby determined that the structure would not be a hazard to air navigation provided the following condition(s) is(are) met:

As a condition to this Determination, the structure is marked and/or lighted in accordance with FAA Advisory Circular 70/7460-1 AC 70/7460-1K Change 1, Obstruction Marking and Lighting, a med-dual system - Chapters 4, 8 (M-Dual), & 12

It is required that the enclosed FAA Form 7460-2, Notice of Actual Construction or Alteration, be completed and returned to this office any time the project is abandoned or:

___ At least 10 days prior to start of construction
(7460-2, Part I)

X Within 5 days after the construction reaches its greatest height
(7460-2, Part II)

To coordinate frequency activation and verify that no interference is caused to FAA facilities, prior to beginning any transmission from the site you must contact Martin Crane at 404 968-7938.

See attachment for additional condition(s) or information.

This determination expires on 11/30/2007 unless:

- (a) extended, revised or terminated by the issuing office.
- (b) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this

determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE POSTMARKED OR DELIVERED TO THIS OFFICE AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE.

This determination is subject to review if an interested party files a petition that is received by the FAA on or before June 29, 2006. In the event a petition for review is filed, it must contain a full statement of the basis upon which it is made and be submitted in triplicate to the Manager, Airspace and Rules Division - Room 423, Federal Aviation Administration, 800 Independence Ave, Washington, D.C. 20591.

This determination becomes final on July 9, 2006 unless a petition is timely filed. In which case, this determination will not become final pending disposition of the petition. Interested parties will be notified of the grant of any review. For any questions regarding your petition, please contact Sheri Edgett-Baron via telephone -- 202-267-8783 - or facsimile 202-267-9328.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

This aeronautical study considered and analyzed the impact on existing and proposed arrival, departure, and en route procedures for aircraft operating under both visual flight rules and instrument flight rules; the impact on all existing and planned public-use airports, military airports and aeronautical facilities; and the cumulative impact resulting from the studied structure when combined with the impact of other existing or proposed structures. The study disclosed that the described structure would have no substantial adverse effect on air navigation.

An account of the study findings, aeronautical objections received by the FAA during the study (if any), and the basis for the FAA's decision in this matter can be found on the following page(s).

A copy of this determination will be forwarded to the Federal Communications Commission if the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (202)267-9219.
On any future correspondence concerning this matter, please refer to
Aeronautical Study Number 2006-ASO-1738-OE.

Signature Control No: 457319-466278

(DNH)

Kevin P. Haggerty
Manager, Obstruction Evaluation Service

Attachment(s)
Additional Information
Frequency Data

7460-2 Attached

Additional Information for ASN 2006-ASO-1738-OE

AERONAUTICAL STUDY
NO. 06-ASO-1738-OE

The proposed structure would is located approximately 1.30 nautical miles north of the Peachtree City (FFC) Airport Reference Point. The proposed structure does exceed the standard for determining obstructions to air navigation contained in Part 77, Subpart C, of the Federal Aviation Regulations as follows:

Exceeds FAR Part 77.23 (a) (5) by 48 feet, a height exceeding the horizontal surface as applied to the FFC Airport.

Details of the proposed structure were circularized for public comment. There was one letter of objection received during the comment period. The letter can be summarized as objecting to the structure exceeding an obstruction standard at Peachtree City Airport and effecting the proposed instrument landing system instrument approach.

Part 77 obstruction standards are used to screen the many proposals submitted in order to identify those which warrant further aeronautical study in order to determine if they would have significant adverse effect on protected aeronautical operations. While the obstruction standards trigger formal aeronautical study, including circularization, they do not constitute absolute or arbitrary criteria for identification of hazards to air navigation. Accordingly, the fact that a proposed structure exceeds an obstruction standard of Part 77 does not provide a basis for a determination that the structure would constitute a hazard to air navigation.

During the internal case study all instrument approaches on file were considered and found to have no impact. The flight procedures office was asked to reevaluate the instrument procedures for the Peachtree City Airport. The study revealed that the proposed structure had no effect to any instrument procedure that was on file.

The proposed structure was found to have no adverse effect on the VFR airport traffic patterns in the vicinity of the site.

The impact on arrival, departure and en route procedures for aircraft operating under VFR/IFR conditions at existing and planned public use and military airports, as well as aeronautical facilities, was considered during the analysis of this structure. The aeronautical study disclosed that the structure, at a height of 1006 feet above mean sea level (AMSL), would have no adverse effect upon any terminal or en route instrument procedure or altitude.

The cumulative impact (IFR/VFR) resulting for the structure, when combined with the impact of other existing or proposed structures was considered and found to be acceptable

Therefore, it is determined that the proposed structure would not have a substantial adverse effect on the safe and efficient use of the navigable airspace by aircraft or on any navigation facility and would not be a hazard to air navigation.

//////////END OF COMMENTS//////////

Frequency Data for ASN 2006-ASO-1738-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1850	1910	MHz	1640	W
1930	1990	MHz	1640	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W
1930	1965	MHz	1	KW
6525	6875	MHz	50	dBm
10700	11700	MHz	50	dBm
17700	18600	MHz	55	dBm
38600	40000	MHz	55	dBm

PEACHTREE CITY AIRPORT AUTHORITY

June 7, 2006

Mr. David Rast, ASLA
City Planner/Zoning Administrator
153 Willowbend Road
Peachtree City, GA 30269

Re: T-Mobile Site 9AT1411 (403-A Dividend Drive)

Dear Mr. Rast:

The Peachtree City Airport Authority (PCAA) request that the permit for the above project be denied unless modified to meet current Airport Overlay criteria.

The FAA has determined that the structure would have no **substantial** adverse effect on the safe and efficient utilization of the navigable airspace. They only considered instrument approaches on file and failed to consider future operations. The FAA determination does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

Peachtree City and the PCAA have gone to great lengths to protect the Falcon Field environment through the use of the height zoning criteria. It is very important, given the pending TDK road extension and associated development that we guard against penetrating the Falcon Field height zoning limits.

Therefore, the Peachtree City Airport Authority request that the proposed structure be reduced by 49 feet to remain under the horizontal surface as applied to the Falcon Field Airport. The structure should also be marked and lighted per FAA guidance.

Thank you in advance for your cooperation and understanding on this matter.

Sincerely



John Crosby
Aviation Director
Falcon Field Airport

Cc:	Thelma L. Wilson	T-Mobile, USA
	Colin Halterman	Interim Developmental Services Director
	Tom Carty	Building Official
	Douglas B. Warner	Attorney

7 FALCON DRIVE • PEACHTREE CITY, GEORGIA 30269
770.487.2225 • (FAX) 770.487.8814
www.kffc.org

RECEIVED JUN 7 2006

Attachment "D"

Date: May 19, 2006

Project: Antenna Tower: Peachtree City, GA

The Georgia Department of Transportation, Office of Aviation Programs has reviewed and determined the above referenced project is not consistent with the goals, plans, and policies for aviation in Georgia. We object to the proposed tower and its impact on the Peachtree City – Falcon Field Airport.

The FAA has designated the Peachtree City-Falcon Field Airport as a Reliever Airport for Atlanta. The state has identified the Airport as a Regional Airport (Level III facility) in the State Aviation System Plan. These designations underline the importance of the Peachtree City-Falcon Field Airport to both the FAA and State and dictate that the surrounding airspace should be protected from obstructions that would have an adverse impact on aircraft and airport operations. The proposed structure exceeds federal obstruction standards and if constructed would negatively impact the airport.

Federal Aviation Administration's Aeronautical Study Number 2006-ASO-1738-OE, Peachtree City, GA determined the proposed structure would exceed the obstruction standards of FAA's Part 77. The study indicated the proposed structure would be an obstruction as is above the maximum height allowable for an object within the takeoff and landing surface area or imaginary surfaces of the airport. The proposed tower is within the airport's Horizontal surface and exceeds the 150 foot horizontal plane by 48 feet. Violations of these surfaces can result in modification or cancellation of the existing instrument approaches, a change in instrument procedures, and/or the raising of minimum flight altitudes. In addition, the proposed tower would be in the traffic pattern area for the airport and would negatively affect operations by its proximity to the field.

Peachtree City –Falcon Field is actively pursuing improvements to the airport. Plans include land acquisition, safety area improvements, installation of an ILS system with MALS-R approach lighting system and the expansion of facilities at the airport to accommodate increasing aviation activity. A major component in this airport development is the installation of an ILS system to improve safety and provide all weather access. The proposed tower will not only impact existing instrument approaches and the traffic patterns into the airport, but will negatively impact procedures and minimums of the proposed precision approach scheduled for installation in 2006.

The proposed structure is a safety concern. Its proposed height and proximity to the airport has been shown to exceed the FAA's obstruction standards. We cannot support any proposed structure that would compromise safety at the

airport, would require modifications to the existing procedures to preserve safety, and that would negatively impact the proposed ILS, precision approach, and prevent the airport from achieving the lowest instrument minimums possible.

We request the application for the Antenna Tower at the proposed location be denied.

Ed Ratigan
Manager, Aviation Programs
Georgia Department of Transportation
276 Memorial Drive
Atlanta, GA 30303
(404) 651-9221

Note: Comments submitted electronically 5-19-2006 at approximately 3:35pm

November 10, 2006

Mr. Tim Powers
BETT Enterprises
200 Tiger Way
Peachtree City, GA 30269

Re: T-Mobile South, LLC telecommunications tower – Dividend Drive
Notification of denial

Dear Tim:

Peachtree City Staff has completed our review of the application package pertaining to the installation of a freestanding telecommunications tower and associated tower facilities on your property at 403-A Dividend Drive. This information was initially submitted to our office on March 17, 2006 by Mr. Jeff Evans, and has been reviewed in accordance with the city's Telecommunication Towers Ordinance (Attachment "A") as well as Section 1012 Airport zoning within the city's Zoning Ordinance (Attachment "B").

The proposed tower does not comply with Section 18-379 (e)(1) of the telecommunication towers ordinance, as the height of the tower appears to extend into the horizontal zone (APA) established within the airport zoning ordinance by approximately 49'. Section 1012.2 (c)(10) limits structures and obstructions within the Horizontal Surface APH to 150 feet above the FFC elevation of 808.0 feet msl. Based on the information we received from the FAA (Attachment "C") and the Peachtree City Airport Authority (Attachment "D"), the proposed telecommunications tower must be lowered by 49' to remain under the horizontal surface zone as applied to Falcon Field Airport. For that reason, we cannot approve the telecommunications tower as currently proposed.

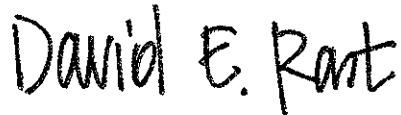
Should you desire to request that the provisions of this ordinance be waived, you would need to follow the variance procedures identified within Section 18-382 of the telecommunications ordinance. Specifically, you would be requesting that a variance to Section 18-379(e)(1) be granted to approve your request. I have attached a copy of our request for variance application as well as additional documents pertaining to this request for your review and consideration.

Once this application is received and deemed complete, we will schedule this item for the next available City Council meeting. In order for this item to be heard at the December 7 meeting, a complete application must be received no later than the end of business on Friday, November 17, 2006. As I mentioned, I will be out of the office that week but will review your submittal when I return on Monday, November 20.

T-Mobile South, LLC telecommunications tower – Dividend Drive
November 10, 2006
Page 2

Should you have any questions, please do not hesitate to contact me at (770) 487-5731.

Sincerely,

A handwritten signature in black ink that reads "David E. Rast". The signature is written in a cursive, slightly slanted style.

David E. Rast, ASLA
City Planner

Attachments

<i>cc:</i>	<i>Bernard McMullen</i>	<i>City Manager</i>
	<i>Colin Halterman</i>	<i>Developmental Services Director</i>
	<i>Jane Miller</i>	<i>City Clerk</i>
	<i>Ted Meeker</i>	<i>City Attorney</i>
	<i>Jeff Evans</i>	<i>T-Mobile South, LLC</i>
	<i>file</i>	

ARTICLE XIV. TELECOMMUNICATION TOWERS AND ANTENNAS*

*Editor's note: Art. XIV was formerly numbered as Art. XI.

Cross references: Community antenna television systems, ch. 26.

Sec. 18-376. Purpose.

The purpose of this article is to establish minimum guidelines for the siting of telecommunication towers and antennas, to advocate the joint use of new and existing tower sites, and to help provide telecommunication services to the community effectively and efficiently. The guidelines in this article are designed to configure towers and antennas in a way that, while conforming to the mandates of federal law, minimizes the potential adverse impact they may have on nearby properties by locating them in nonresidential areas and to discourage their proliferation throughout the city.

(Ord. No. 691, § 5-183, 3-19-1998)

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:

Antenna means any exterior apparatus designed for telephonic, radio or television communications through the sending and/or receiving of electro-magnetic waves.

Building official means the building official of the City of Peachtree City.

City planner means the city planner of the City of Peachtree City.

Code enforcement officer means the code enforcement officer of the City of Peachtree City.

FAA means the Federal Aviation Administration.

FCC means the Federal Communications Commission.

Height means, when referring to a tower or other structure, the distance measured from ground level to the highest point on the tower or other structure, even if the highest point is an antenna.

Preexisting towers and antennas means any tower or antenna for which a permit has been properly issued prior to March 19, 1998.

Tower means any structure that is designed and constructed primarily for the purpose of supporting one or more antennas, including self-supporting lattice towers, guy towers, or mono-pole towers. The term includes radio and television transmission towers, microwave towers, common-carrier towers, cellular telephone towers, alternative tower structures, and the like.

Tower facilities means towers, antennas, all accessory buildings, and tower anchors.
(Ord. No. 691, § 5-184, 3-19-1998)

Cross references: Definitions generally, § 1-2.

Sec. 18-378. Applicability.

- (a) All towers and antennas erected within the city shall comply with the requirements of this article; except that this article shall not govern any tower or antenna 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) Preexisting towers and antennas shall not be required to meet the requirements of this article, except for those requirements specified in section 18-380(c), (d), and in section 18-381.

(Ord. No. 691, § 5-185, 3-19-1998)

Sec. 18-379. Application.

- (a) All applications for the installation of towers and antennas must be prepared, reviewed, approved and implemented in accordance with the city's established site plan review process.
- (b) All information in an application of a technical nature must be certified by a professional in the appropriate field who is licensed to practice in the state.
- (c) The owner or agent of the owner of the property on which a tower or antenna is proposed to be located must sign the application along with the representative of the company that owns the tower or antenna.
- (d) Any application submitted for approval must meet all the requirements outlined in section 18-380.
- (e) The city shall consider the following factors in determining whether to approve an application:
 - (1) Height of the proposed tower, including consideration of the proposed structure's distance from the runway surface at Peachtree City-Falcon Field Airport and the potential for such structure penetrating any protected associated airspace;
 - (2) Proximity of the tower to residential areas;
 - (3) Nature of uses on adjacent and nearby properties;
 - (4) Surrounding topography;
 - (5) Surrounding tree coverage and existing vegetation;
 - (6) Design of the tower, with particular reference to design characteristics that have the effect of reducing or eliminating visual obtrusiveness; and
 - (7) Proposed ingress and egress.
- (f) In granting its approval, the city, through the council or its designee, may impose special

conditions it feels are necessary to minimize the adverse effect of a proposed tower or antenna on adjoining property.

- (g) No new tower shall be permitted unless the applicant demonstrates to the satisfaction of the city that no existing tower nor any towers in the approval process can accommodate the applicant's proposed antenna. All evidence submitted shall be signed and sealed by appropriate licensed professionals or qualified industry experts. Evidence submitted to demonstrate that no existing tower or structure can accommodate the proposed antenna shall consist of one or more of the following:
 - (1) That no existing towers or suitable alternative tower structures are located within the geographic antenna placement area required to meet the applicant's engineering requirements.
 - (2) That existing towers or structures are not of sufficient height to meet the applicant's engineering requirements.
 - (3) That existing towers or structures do not have sufficient structural strength to support the applicant's antenna and related equipment.
 - (4) That the applicant's proposed antenna would cause electro-magnetic interference with the antennas on the existing towers or structures, or the antenna on the existing towers or structures would cause interference with the applicant's proposed antenna.
 - (5) That the cost or contractual provisions required by the tower owner to share an existing tower or structure or to adapt an existing tower or structure for sharing exceed the cost of new tower development.
 - (6) That the applicant adequately demonstrates that there are other limiting factors that render existing towers and structures unsuitable, other than economic reasons.
- (h) If it is determined that the applicant cannot feasibly locate an antenna on an existing tower, the applicant must then demonstrate that the proposed new tower is designed so that it can accommodate as many additional antennas as possible. No single-purpose towers will be permitted unless conclusive proof can be submitted that there is no other feasible alternative.

(Ord. No. 691, § 5-186, 3-19-1998)

Sec. 18-380. Requirements.

- (a) Towers and antennas may be considered to be either principal or accessory uses on a particular zoning lot. For purposes of locating a tower or antenna on a particular lot, the dimensions of the entire lot shall control, even though the tower or antenna may be located on a leased parcel within the overall lot.
- (b) Towers and antennas 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.
- (c) All towers and antennas 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 towers or antennas. If such standards and regulations are changed, the owners of

the towers and antennas governed by this article shall bring such towers and antennas 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 towers and antennas into compliance with such revised standards and regulations shall constitute grounds for the removal of the tower or antenna at the owner's expense and shall result in appropriate action by the code enforcement officer.

- (d) All towers and antennas 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 tower 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 tower, the owner shall have 30 days to bring such tower into compliance with such standards. If the owner fails to bring such tower into compliance with such standards, appropriate action will be taken by the code enforcement officer.
- (e) Towers and antennas should not exceed 350 feet in height and may be located only within the following zoning districts without a special variance as provided in section 18-382:
 - (1) AR agricultural reserve;
 - (2) OS open space;
 - (3) LI limited industrial; and
 - (4) GI general industrial.
- (f) In addition, no tower facilities shall be located in the following areas:
 - (1) Within 200 feet of a residential property line, or a distance equal to the height of the tower and its antennas, whichever is the greater distance from the residential property line;
 - (2) Within 200 feet of a public street right-of-way line; and
 - (3) Within 50 feet of a nonresidential property line.
- (g) All tower facilities, except for tower anchors, shall be secured by an appropriate fence or wall that is designed and installed in accordance with section 18-337 et seq. of this chapter.
- (h) All tower facilities shall be appropriately landscaped in accordance with the city's landscaping ordinance, appendix B, section 1101 et seq. Existing vegetation on the site shall be preserved as much as possible.
- (i) All tower facilities shall be separated from adjoining residential property by a suitable buffer consisting of a fence or wall at least six feet in height, or by a planting screen at least six feet in height at the time it is planted. It is intended that the required buffer at least provide a reasonable visual separation between the residential property and the lower portions of the tower facilities.
- (j) Towers and antennas shall not be lighted in any way except as may be required by the FAA, the airport authority, or the city for purposes of public safety; nor shall any tower or

antenna contain any signage.

(Ord. No. 691, § 5-187, 3-19-1998)

Sec. 18-381. Tower certification.

- (a) An annual tower certification shall be required for any tower or antenna in the city, including those legally in use on the effective date of this article. Certification shall be submitted to the city planner and shall be signed and notarized by the tower owner or his authorized representative by January 31 each year.
- (b) A tower certification shall consist of a current description of the tower's location, height, physical condition, antennas, support facilities and other important characteristics specified by the city.
- (c) Any towers or antennas, including preexisting towers and antennas, that are not in use for a continuous period of 12 months shall be considered abandoned. The owner of such antenna or tower shall remove the tower within 90 days of receipt of notice from the city officially notifying the owner of such abandonment. If such antenna or tower is not removed within the 90-day period, the code enforcement officer shall take appropriate enforcement action.
- (d) If there are two or more authorized users of a single tower, a tower shall not be considered abandoned until all authorized users cease using the tower.

(Ord. No. 691, § 5-188, 3-19-1998)

Sec. 18-382. Variances.

Each telecommunication tower or antenna shall comply with the provisions of this chapter, unless a written request is filed and approved to waive this requirement. All variance procedures shall be held in strict conformance with the procedures for variances as set forth in article XII, section 1202.2 of the city's zoning ordinance. Under no circumstances shall a variance be granted to allow a tower or antenna to be located within an established residential area.

(Ord. No. 691, § 5-189, 3-19-1998; Ord. No. 879, 3-16-2006)

Sec. 1012. Airport zoning.

(1012.1) Airport (AI).

- (a) *Intent of district.* It is intended that the AI zoning district be established for airport uses. The regulations which apply with this district are designed to encourage the formation and continuance of compatible environment for uses of a general aviation airport to protect and preserve undeveloped airport areas of Peachtree City which are suitable for such activities, and to prohibit other uses.
- (b) *Permitted uses.* The following uses shall be permitted in any AI zoning district:
 - (1) Any airport or airport related uses which involves operation, storage, repair, manufacture, sales of fuel, oil, or aviation related parts or products, auto rentals, restaurant, vending services or any other use which would directly relate to the furtherance of the facility to operate as an airport.

(1012.2) Airport district areas (AP).

- (a) *Airport district areas established as supplementary.* The "AP" designation is not intended to be utilized as a separate district classification, but as a designation which identifies areas subject to regulations which are supplementary to the regulations of the district to which such designation is attached, appended, or "overlaid." Regulations which apply to areas designated on the zoning map as being within such appended or overlaid designation must be determined by joint reference to the regulations of both the basic district classification and the appended or overlay classification.
- (b) *Intent.* It is the intent of this ordinance to restrain influences which are adverse to the property and safe conduct of aircraft in the vicinity of Falcon Field-Peachtree City Airport, to prevent creation of conditions hazardous to aircraft operation, to prevent conflict with land development which may result in loss of life and property, and to encourage development which is compatible with airport use characteristics within the intent and purpose of zoning. To this end, the "AP" designation, when appended to a basic district classification, is intended to coordinate the purpose and intent of this ordinance with other regulations duly established by Peachtree City whose primary intent is to further the purposes set out above.
- (c) *Definitions.*
 - (1) Airport: Falcon Field--Peachtree City Airport.
 - (2) Airport elevation: The highest point of an airport's usable landing area measured in feet above mean sea level (808.0).
 - (3) Approach surface: A surface longitudinally centered on the extended runway centerline, extending outward and upward from the end of the primary surface and at the same slope as the approach zone height limitation slope set forth in (1012.2)(c)(4) of this article.
 - (4) Approach zone (APA): The approach surface zone is an inclined plane

located directly above the approach area. The dimensions of the approach area are measured horizontally. The inner edge approach zone coincides with the width of the primary surface and begins 200 feet from the runway end and is 500 feet wide. The approach zone slopes 20 feet outward for each foot upward to a width of 1,500 feet for noninstrumented runway at a horizontal distance of 5,000 feet from the primary surface, and outward 34 feet for each foot upward to a width of 3,500 feet at a horizontal distance of 10,000 feet from the primary surface for nonprecision instrument runway. Its centerlines are the continuation of the centerlines of the runways.

- (5) Conical surface: A surface extending outward and upward from the periphery of the horizontal surface at a slope of twenty to one (20:1) for a horizontal distance of 4,000 feet.
- (6) Conical zone (APC): The conical zone is established on the area that commences at the periphery of the horizontal zone and at 150 feet above the airport elevation and extending outward therefrom for a distance of 4,000 feet, and upward at a slope of 20:1.
- (7) Hazard to navigation: An obstruction determined to have a substantial adverse effect on the safety and efficient utilization of the navigable airspace.
- (8) Height: For the purpose of determining the height limits in all zones set forth in this article and shown on the zoning map, the datum shall be mean sea level elevation unless otherwise specified.
- (9) Horizontal surface: A horizontal plane 150 feet above the established airport elevation, the perimeter of which in plan coincided with the perimeter of the horizontal zone.
- (10) Horizontal zone (APH): The horizontal zone is a plane, circular in shape, with its height 150 feet above the established airport elevation of 808.0 [feet] msl and having a radius of 10,000 feet for the basic transport runway from the center of the end of the primary surface of each runway and connecting the adjacent arcs by drawing lines tangent to those arcs. The horizontal zone does not include the approach and transitional zones.
- (11) Obstruction: Any structure, growth, or other object, including a mobile object, which exceeds a limited height set forth in subsection (1012.2)(d) of this article.
- (12) Primary surface: A surface longitudinally centered on a runway. The primary surface extends 200 feet beyond each end of that runway. The elevation of any point on the primary surface is the same as the elevation of the nearest point on the runway centerline. The width of the primary surface is 500 feet for Falcon Field--Peachtree City Airport.
- (13) Runway: A defined area on an airport prepared for landing and takeoff of aircraft along its length.
- (14) Structure: An object, including mobile object, constructed or installed by

man, including but without limitation, building, towers, cranes, smokestacks, earth formations, and overhead transmission lines.

- (15) Transitional surfaces: These surfaces extend outward to right angles (90-degree angles) to runway centerline and extends at a slope of seven feet horizontally for each foot vertically from the sides of the primary and approach surfaces to where they intersect the horizontal and conical surfaces.
 - (16) Transitional zones (APT): The transitional zones are included planes beneath the transitional surfaces with a slope of 7:1 measured upward and outward in a vertical plane at right angles to the center line of the runway and extending 150 feet above the airport elevation of 808.0 [feet] above mean sea level. The 7:1 transitional surface also extends from the edges of all approach surfaces upward and outward to the intersection with the horizontal surface, or the conical surface zones.
- (d) *Airport zones height limitations.* Except as otherwise provided in this article [section] no structure or tree shall be erected, altered, allowed to grow or maintained in any airport approach surface zone, horizontal surface zone, conical surface zone or transitional surface zone to a height in excess of the height limit herein established for this zone. If the height limits of two zones covering the same area vary, the lower height limitation is controlling.
 - (e) *Use restrictions.* Notwithstanding any other provisions of this article [section] no use may be made of land within any airport approach surface zone, horizontal surface zone, conical surface zone or transitional surface zone, in such a manner as to create electrical interference with radio communication between the airport and aircraft, make it difficult for flyers to distinguish between airport lights and others, result in glare in the eyes of the flyers using the airport or otherwise endanger the landing, taking off or maneuvering of aircraft.
 - (f) *Nonconforming uses.*
 - (1) Regulations not retroactive. The regulations prescribed by this article shall not be construed to require the removal, lowering, or other change or alteration of any structure, tree or use of land not conforming to the regulations as of the effective date of this article [section] or otherwise interfere with the continuance of nonconforming use. Nothing contained herein shall require any change in the construction, alteration, or intended use of any structure, the construction or alteration of which was begun prior to the effective date of this article [section], and is diligently prosecuted.
 - (2) Obstruction--Marking and lighting. Notwithstanding the preceding provisions of the section, the owner of any existing nonconforming structure or tree is hereby required to permit the installation, operation, and maintenance thereon of such markers and lights as shall be deemed necessary by Peachtree City Airport Authority to indicate to the operators of aircraft in the vicinity of the airport the presence of such airport obstruction. Such markers and lights shall be installed, operated and maintained at the expense of the Peachtree City Airport Authority.

(g) *Permits.* The zoning administration (administrator) shall not issue a zoning permit within an "AI," "APA," "APH," "APT" or "APC" area until it has been determined that the proposal upon which he is requested to act is in compliance with the terms of these regulations. In order to determine whether or not a proposal is in compliance, the proposal shall be submitted to the airport authority for review and approval. Without the approval of the airport authority, a proposal is not in compliance.

(1) *Future uses.* Except as specifically provided in (i), (ii), and (iii) hereunder, no material change shall be made in the use of land, no structure shall be erected or otherwise established, and no tree shall be planted in any zone hereby created unless a permit therefor shall have been applied for and granted. Each application for a permit shall indicate the purpose for which the permit is desired, with sufficient particularity to permit it to be determined whether the resulting use, structure, or tree would conform to the regulations herein prescribed. If such determination is in the affirmative, the permit shall be granted. No permit for a use inconsistent with the provisions of this article [section] shall be granted unless a variance has been approved in accordance with section (1012.2)(g)(4).

(i) In the area lying within the limits of the horizontal zone and conical zone, no permit shall be required for any tree or structure except when, because of terrain, land contour, or topographic features, such tree or structure would extend above the height limits prescribed for such zones.

(ii) In areas lying within the limits of the approach zones, but at a horizontal distance of not less than 4,200 feet from each end of the runway, no permit shall be required for any tree or structure except when, because of terrain, land contour, or topographic features, such tree or structure would extend above the height limits prescribed for such zones.

(iii) In the areas lying within the limits of the transition zones, no permit shall be required for any tree or structure except when such tree or structure because of terrain, land contour, or topographic features, would extend above the height limit prescribed for such transition zones.

Nothing contained in any of the foregoing exceptions shall be construed as permitting or intending to permit any construction, alteration of any structure, or growth of any tree in excess of any of the height limits established by this article except as set forth in section (1012.2)(g).

(2) *Existing uses.* No permit shall be granted that would allow the establishment or creation of an obstruction or permit a nonconforming use, structure, or tree to become a greater hazard to air navigation than it was on the effective date of this ordinance or any amendment thereto or than it is when the application for a permit is made. Except as indicated, all applications for such a permit shall be granted.

- (3) Nonconforming uses abandoned or destroyed. Whenever the zoning administration determines that a nonconforming tree or structure has been abandoned or more than 75 percent torn down, physically deteriorated, or decayed, no permit shall be granted that would allow such structure or tree to exceed the applicable height limit or otherwise deviation [deviate] from the zoning regulations.
- (4) Variances. Any person desiring to erect or increase the height of any structure, or permit the growth of any tree, or use property, not in accordance with the regulations prescribed in this article may apply to the city council for a variance from such regulations.

The application for variance shall be accompanied by a determination from the Federal Aviation Administration as [to] the effect of the proposal on the operation or air navigation facilities and the safe, efficient use of navigable airspace. Such variances shall be allowed where it is duly found that a literal application or enforcement of the regulations will result in unnecessary hardship and relief, if granted, will not be contrary to the public interest, will not create a hazard to air navigation, will do substantial justice, and will be in accordance with the spirit of this article [section]. Additionally, no application for variance to the requirements of this article may be considered by the board of adjustment unless a copy of this application has been furnished to the airport manager and the Peachtree City Airport Authority for advice as to the aeronautical effects of the variance. If the airport manager and/or the airport authority does not respond to the application within 15 days after receipt, the board of adjustment may act on its own to grant or deny said application.

- (5) Obstruction marking and lighting. Any permit or variance granted may, if such action is deemed advisable to effectuate the purpose of this article [section] and be reasonable in the circumstances, be so conditioned as to require the owner of the structure or tree in question to install, operate and maintain, at the owner's expense, such markings and lights as may be necessary. If deemed proper by the board of adjustment, this condition may be modified to require the owner to permit the Peachtree City Airport Authority, at its own expense, to install, operate, and maintain the necessary markings and lights.

(Ord. No. 391, 3-20-1986; Ord. No. 474, 11-3-1988; Ord. No. 475, 11-3-1988)



Federal Aviation Administration
Air Traffic Airspace Branch, ASW-520
2601 Meacham Blvd.
Fort Worth, TX 76137-0520

Aeronautical Study No.
2006-ASO-1738-OE

Issued Date: 05/30/2006

Thelma L. Wilson
T-Mobile, USA
4 Concourse Parkway
Atlanta, GA 30328

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has completed an aeronautical study under the provisions of 49 U.S.C., Section 44718 and, if applicable, Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure Type: Antenna Tower
Location: Peachtree City, GA
Latitude: 33-22-42.30 N NAD 83
Longitude: 84-34-40.20 W
Heights: 170 feet above ground level (AGL)
1006 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure would have no substantial adverse effect on the safe and efficient utilization of the navigable airspace by aircraft or on the operation of air navigation facilities. Therefore, pursuant to the authority delegated to me, it is hereby determined that the structure would not be a hazard to air navigation provided the following condition(s) is(are) met:

As a condition to this Determination, the structure is marked and/or lighted in accordance with FAA Advisory Circular 70/7460-1 AC 70/7460-1K Change 1, Obstruction Marking and Lighting, a med-dual system - Chapters 4,8(M-Dual),&12

It is required that the enclosed FAA Form 7460-2, Notice of Actual Construction or Alteration, be completed and returned to this office any time the project is abandoned or:

____ At least 10 days prior to start of construction
(7460-2, Part I)

X Within 5 days after the construction reaches its greatest height
(7460-2, Part II)

To coordinate frequency activation and verify that no interference is caused to FAA facilities, prior to beginning any transmission from the site you must contact Martin Crane at 404 968-7938.

See attachment for additional condition(s) or information.

This determination expires on 11/30/2007 unless:

- (a) extended, revised or terminated by the issuing office.
- (b) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this

determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE POSTMARKED OR DELIVERED TO THIS OFFICE AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE.

This determination is subject to review if an interested party files a petition that is received by the FAA on or before June 29, 2006. In the event a petition for review is filed, it must contain a full statement of the basis upon which it is made and be submitted in triplicate to the Manager, Airspace and Rules Division - Room 423, Federal Aviation Administration, 800 Independence Ave, Washington, D.C. 20591.

This determination becomes final on July 9, 2006 unless a petition is timely filed. In which case, this determination will not become final pending disposition of the petition. Interested parties will be notified of the grant of any review.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

This aeronautical study considered and analyzed the impact on existing and proposed arrival, departure, and en route procedures for aircraft operating under both visual flight rules and instrument flight rules; the impact on all existing and planned public-use airports, military airports and aeronautical facilities; and the cumulative impact resulting from the studied structure when combined with the impact of other existing or proposed structures. The study disclosed that the described structure would have no substantial adverse effect on air navigation.

An account of the study findings, aeronautical objections received by the FAA during the study (if any), and the basis for the FAA's decision in this matter can be found on the following page(s).

A copy of this determination will be forwarded to the Federal Communications Commission if the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (202)267-9219.
On any future correspondence concerning this matter, please refer to
Aeronautical Study Number 2006-ASO-1738-OE.

Signature Control No: 457319-466278

(DNH)

Kevin P. Haggerty
Manager, Obstruction Evaluation Service

Attachment(s)
Additional Information
Frequency Data

7460-2 Attached

Additional Information for ASN 2006-ASO-1738-OE

AERONAUTICAL STUDY
NO. 06-ASO-1738-OE

The proposed structure would is located approximately 1.30 nautical miles north of the Peachtree City (FPC) Airport Reference Point. The proposed structure does exceed the standard for determining obstructions to air navigation contained in Part 77, Subpart C, of the Federal Aviation Regulations as follows:

Exceeds FAR Part 77.23 (a) (5) by 48 feet, a height exceeding the horizontal surface as applied to the FPC Airport.

Details of the proposed structure were circularized for public comment. There was one letter of objection received during the comment period. The letter can be summarized as objecting to the structure exceeding an obstruction standard at Peachtree City Airport and effecting the proposed instrument landing system instrument approach.

Part 77 obstruction standards are used to screen the many proposals submitted in order to identify those which warrant further aeronautical study in order to determine if they would have significant adverse effect on protected aeronautical operations. While the obstruction standards trigger formal aeronautical study, including circularization, they do not constitute absolute or arbitrary criteria for identification of hazards to air navigation. Accordingly, the fact that a proposed structure exceeds an obstruction standard of Part 77 does not provide a basis for a determination that the structure would constitute a hazard to air navigation.

During the internal case study all instrument approaches on file were considered and found to have no impact. The flight procedures office was asked to reevaluate the instrument procedures for the Peachtree City Airport. The study revealed that the proposed structure had no effect to any instrument procedure that was on file.

The proposed structure was found to have no adverse effect on the VFR airport traffic patterns in the vicinity of the site.

The impact on arrival, departure and en route procedures for aircraft operating under VFR/IFR conditions at existing and planned public use and military airports, as well as aeronautical facilities, was considered during the analysis of this structure. The aeronautical study disclosed that the structure, at a height of 1006 feet above mean sea level (AMSL), would have no adverse effect upon any terminal or en route instrument procedure or altitude.

The cumulative impact (IFR/VFR) resulting for the structure, when combined with the impact of other existing or proposed structures was considered and found to be acceptable

Therefore, it is determined that the proposed structure would not have a substantial adverse effect on the safe and efficient use of the navigable airspace by aircraft or on any navigation facility and would not be a hazard to air navigation.

//////////END OF COMMENTS//////////

Frequency Data for ASN 2006-ASO-1738-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1850	1910	MHz	1640	W
1930	1990	MHz	1640	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W
1930	1965	MHz	1	KW
6525	6875	MHz	50	dBm
10700	11700	MHz	50	dBm
17700	18600	MHz	55	dBm
38600	40000	MHz	55	dBm

PEACHTREE CITY AIRPORT AUTHORITY

June 7, 2006

Mr. David Rast, ASLA
City Planner/Zoning Administrator
153 Willowbend Road
Peachtree City, GA 30269

Re: T-Mobile Site 9AT1411 (403-A Dividend Drive)

Dear Mr. Rast:

The Peachtree City Airport Authority (PCAA) request that the permit for the above project be denied unless modified to meet current Airport Overlay criteria.

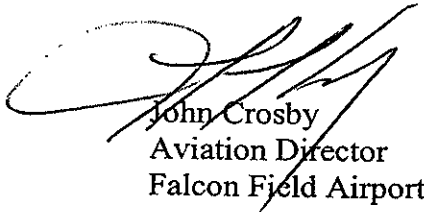
The FAA has determined that the structure would have no **substantial** adverse effect on the safe and efficient utilization of the navigable airspace. They only considered instrument approaches on file and failed to consider future operations. The FAA determination does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

Peachtree City and the PCAA have gone to great lengths to protect the Falcon Field environment through the use of the height zoning criteria. It is very important, given the pending TDK road extension and associated development that we guard against penetrating the Falcon Field height zoning limits.

Therefore, the Peachtree City Airport Authority request that the proposed structure be reduced by 49 feet to remain under the horizontal surface as applied to the Falcon Field Airport. The structure should also be marked and lighted per FAA guidance.

Thank you in advance for your cooperation and understanding on this matter.

Sincerely



John Crosby
Aviation Director
Falcon Field Airport

Cc:	Thelma L. Wilson	T-Mobile, USA
	Colin Halterman	Interim Developmental Services Director
	Tom Carty	Building Official
	Douglas B. Warner	Attorney

7 FALCON DRIVE • PEACHTREE CITY, GEORGIA 30269
770.487.2225 • (FAX) 770.487.8814
www.kffc.org

RECEIVED JUN 7 2006

Attachment "D"

Date: May 19, 2006

Project: Antenna Tower: Peachtree City, GA

The Georgia Department of Transportation, Office of Aviation Programs has reviewed and determined the above referenced project is not consistent with the goals, plans, and policies for aviation in Georgia. We object to the proposed tower and its impact on the Peachtree City – Falcon Field Airport.

The FAA has designated the Peachtree City-Falcon Field Airport as a Reliever Airport for Atlanta. The state has identified the Airport as a Regional Airport (Level III facility) in the State Aviation System Plan. These designations underline the importance of the Peachtree City-Falcon Field Airport to both the FAA and State and dictate that the surrounding airspace should be protected from obstructions that would have an adverse impact on aircraft and airport operations. The proposed structure exceeds federal obstruction standards and if constructed would negatively impact the airport.

Federal Aviation Administration's Aeronautical Study Number 2006-ASO-1738-OE, Peachtree City, GA determined the proposed structure would exceed the obstruction standards of FAA's Part 77. The study indicated the proposed structure would be an obstruction as is above the maximum height allowable for an object within the takeoff and landing surface area or imaginary surfaces of the airport. The proposed tower is within the airport's Horizontal surface and exceeds the 150 foot horizontal plane by 48 feet. Violations of these surfaces can result in modification or cancellation of the existing instrument approaches, a change in instrument procedures, and/or the raising of minimum flight altitudes. In addition, the proposed tower would be in the traffic pattern area for the airport and would negatively affect operations by its proximity to the field.

Peachtree City –Falcon Field is actively pursuing improvements to the airport. Plans include land acquisition, safety area improvements, installation of an ILS system with MALS-R approach lighting system and the expansion of facilities at the airport to accommodate increasing aviation activity. A major component in this airport development is the installation of an ILS system to improve safety and provide all weather access. The proposed tower will not only impact existing instrument approaches and the traffic patterns into the airport, but will negatively impact procedures and minimums of the proposed precision approach scheduled for installation in 2006.

The proposed structure is a safety concern. Its proposed height and proximity to the airport has been shown to exceed the FAA's obstruction standards. We cannot support any proposed structure that would compromise safety at the

airport, would require modifications to the existing procedures to preserve safety, and that would negatively impact the proposed ILS, precision approach, and prevent the airport from achieving the lowest instrument minimums possible.

We request the application for the Antenna Tower at the proposed location be denied.

Ed Ratigan
Manager, Aviation Programs
Georgia Department of Transportation
276 Memorial Drive
Atlanta, GA 30303
(404) 651-9221

Note: Comments submitted electronically 5-19-2006 at approximately 3:35pm

**REQUEST FOR A VARIANCE
TO THE TELECOMMUNICATION TOWERS AND ANTENNAS ORDINANCE
PEACHTREE CITY**

This is a request for a variance from the requirements of the Peachtree City Telecommunication Towers and Antennas Ordinance for the property located at: 403-A DULWICK DR

The reason this variance is being requested is as follows: TO LET THE CITY COUNCIL DETERMINE
IF I AM IN THE AIRPORT ZONE OF 10,000 FEET RADIUS THE PROPOSED
T-MOBILE SITE MAP SAYS 10,000 FT. (OUT OF AIRPORT ZONE)

Along with this form, the applicant should submit a detailed report justifying the granting of the requested variance. In preparing the report, please consider the following:

Variances from the provisions of this Ordinance may be approved by the City Council if it is determined that they will not cause substantial detriment to the other parties or impair the purpose or intent of this Ordinance; provided, however, that no variance can be granted for a use that is specifically prohibited by this Ordinance within the zoning district in which the property is located.

In making a determination on a variance request, the City Council shall consider the following factors:

- a. Whether or not the special circumstances contributing to the request are peculiar to the particular property involved;
- b. Whether or not the situation for which the request is being made poses an unnecessary hardship for the applicant; and
- c. Whether or not the request is due to an intentional action of the applicant to violate the requirements of this Ordinance.

I certify that I am the owner or duly authorized agent of the owner of the above-described property:

Name: (Please type or print) TIM POWERS
Address: 200 TIGER WAY PEACHTREE CITY GA 30269
Phone: 404-218-1400 OFFICE 770 487-2040 HOME 770 461-4181
Signature: Tim Powers

This request, 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:

Signature: David E. Rant
Title: City Planner / Zoning Administrator
Date of Acceptance: 11-20-06 V-2006-07
Date of Public Hearing: 12-07-06

RECEIVED NOV 16 2006

Attachment "F"

07/01/01

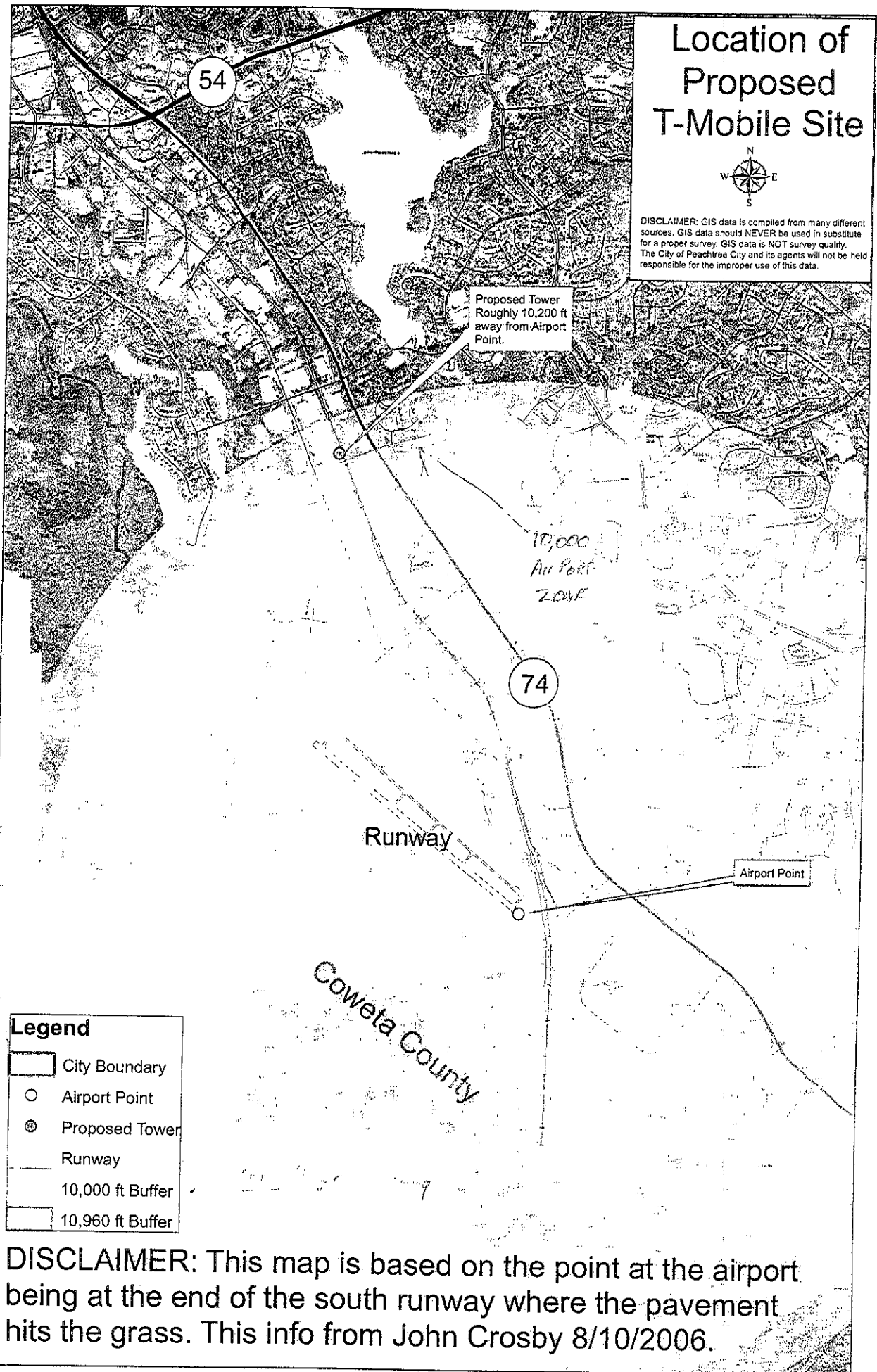
located directly above the approach area. The dimensions of the approach area are measured horizontally. The inner edge approach zone coincides with the width of the primary surface and begins 200 feet from the runway end and is 500 feet wide. The approach zone slopes 20 feet outward for each foot upward to a width of 1,500 feet for noninstrumented runway at a horizontal distance of 5,000 feet from the primary surface, and outward 34 feet for each foot upward to a width of 3,500 feet at a horizontal distance of 10,000 feet from the primary surface for nonprecision instrument runway. Its centerlines are the continuation of the centerlines of the runways.

- (5) Conical surface: A surface extending outward and upward from the periphery of the horizontal surface at a slope of twenty to one (20:1) for a horizontal distance of 4,000 feet.
- (6) Conical zone (APC): The conical zone is established on the area that commences at the periphery of the horizontal zone and at 150 feet above the airport elevation and extending outward therefrom for a distance of 4,000 feet, and upward at a slope of 20:1.
- (7) Hazard to navigation: An obstruction determined to have a substantial adverse effect on the safety and efficient utilization of the navigable airspace.
- (8) Height: For the purpose of determining the height limits in all zones set forth in this article and shown on the zoning map, the datum shall be mean sea level elevation unless otherwise specified.
- (9) Horizontal surface: A horizontal plane 150 feet above the established airport elevation, the perimeter of which in plan coincided with the perimeter of the horizontal zone.
- (10) Horizontal zone (APH): The horizontal zone is a plane, circular in shape, with its height 150 feet above the established airport elevation of 808.0 [feet] msl and having a radius of 10,000 feet for the basic transport runway from the center of the end of the primary surface of each runway and connecting the adjacent arcs by drawing lines tangent to those arcs. The horizontal zone does not include the approach and transitional zones.
- (11) Obstruction: Any structure, growth, or other object, including a mobile object, which exceeds a limited height set forth in subsection (1012.2)(d) of this article.
- (12) Primary surface: A surface longitudinally centered on a runway. The primary surface extends 200 feet beyond each end of that runway. The elevation of any point on the primary surface is the same as the elevation of the nearest point on the runway centerline. The width of the primary surface is 500 feet for Falcon Field--Peachtree City Airport.
- (13) Runway: A defined area on an airport prepared for landing and takeoff of aircraft along its length.
- (14) Structure: An object, including mobile object, constructed or installed by

Location of Proposed T-Mobile Site



DISCLAIMER: GIS data is compiled from many different sources. GIS data should NEVER be used in substitute for a proper survey. GIS data is NOT survey quality. The City of Peachtree City and its agents will not be held responsible for the improper use of this data.



- Legend**
- City Boundary
 - Airport Point
 - Proposed Tower
 - Runway
 - 10,000 ft Buffer
 - 10,960 ft Buffer

DISCLAIMER: This map is based on the point at the airport being at the end of the south runway where the pavement hits the grass. This info from John Crosby 8/10/2006.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager
Assistant City Manager 

FROM: Public Services Director 
Building Official 

DATE: December 1, 2006

SUBJECT: Communications with John Pero, 113 Sweetwater Oaks
December 7, 2006 City Council Agenda

The following is a chronology of our communications with John Pero over a period of several months, based on e-mail communications:

- On Friday May 5, 2006, I received an e-mail from Gloria Reid indicating that Mr. Pero had called her and complained that recent repairs to a golf cart path had flooded and damaged a \$4,000 fence and a \$1,500 in-ground lighting system on his property. I called Mr. Pero that day and viewed the property with him on Monday May 8.
- Over the next several weeks I was able to find out that the cart path repair had not had any effect on water retention on the property; that Mr. Pero had an open permit for the fence but no electric permit for the lights; and that the fence and lights were most likely on City property (greenbelt) rather than on Mr. Pero's property. I consulted regularly with Tom Carty on this situation. Mr. Carty was unable to get Mr. Pero to respond to questions regarding the fence and the lights.
- In late June I had Warren Gray survey the property to establish the actual property line. The survey established clearly that Mr. Pero had constructed the fence and installed the lights on City property. I laid that out in an e-mail dated July 12, 2006, with pictures showing the property line as surveyed. I explained the problem to Mrs. Pero on July 11 at the time I took the pictures.
- Mr. Pero e-mailed me on July 25 asking if there were any way he could gain possession of the property that he had fenced in, and I replied that I did not know if such a means existed, though I doubted it. The Assistant City Manager advised me on July 31 that Mr. Pero could go before the City Council to request a variance. I forwarded that information to Mr. Pero, and have had no communication with him since that date.

Page 2
John Pero
December 1, 2006

-Tom Carty has indicated that the Permit file 05-1385/05-2021 for the fence has his department's inspection dated July 20, 2006, that failed due to encroachment on city property. Mr. Pero was notified in writing on August 21, 2006, as a follow-up to our site inspection to remove the fence and non-approved lights (no electrical permit in file for lights). This permit expired on November 23, 2006. The Building Department is prepared to take additional action pending the outcome of Mr. Pero's effort to resolve this violation via Council.



113 Sweetwater Oaks



113 Sweetwater Oaks

Pam Dufresne

From: Jane Miller
Sent: Friday, November 10, 2006 8:27 AM
To: Pam Dufresne
Subject: FW: Fence Problem

Pam, please place as tentative on the December 7 agenda:

Presentation by Mr. Pero regarding fence issue.

Thanks, Jane

From: Bernard McMullen [mailto:citymgr@peachtree-city.org]
Sent: Friday, November 10, 2006 7:55 AM
To: Stuart Kourajian (E-mail); Harold Logsdon
Cc: Jane Miller (E-mail); Colin Halterman
Subject: FW: Fence Problem

FYI, please see emails below.

Jane, note potential agenda item on December 7, Council Meeting.

Colin, do we know anything about what he is proposing to do?

From: Tom Carty
Sent: Thursday, November 09, 2006 5:59 PM
To: Colin Halterman
Subject: FW: Fence Problem

FYI-----Original Message-----

From: Tami Babb
Sent: Thursday, November 09, 2006 7:37 AM
To: 'Amapman@aol.com'; enforcement@peachtree-city.org
Cc: stuartk@peachtree-city.org; Tom Carty
Subject: RE: Fence Problem

Mr. Pero,

Thank you for your email. There will be no problem with extending the date of inspection of your fence. Please contact Tom Carty or me after the December 7 City Council meeting and we can discuss it then. Thank you again.

Tami Babb
Senior Code Enforcement Officer
Peachtree City Building Department
770-487-8901

-----Original Message-----

From: Amapman@aol.com [mailto:Amapman@aol.com]

11/10/2006

Sent: Wednesday, November 08, 2006 10:34 PM
To: enforcement@peachtree-city.org
Cc: stuartk@peachtree-city.org
Subject: Fence Problem

Tami -

I have been working with Councilman Kourajian on plans to help resolve the fence problem at my family's home at 113 Sweetwater Oaks.

This letter is a request to you for an extension of our permit # 2021 until I am able to present my proposal to City Council at the December 7, 2007 meeting.

Your permission and assistance will be highly appreciated.

Thank you.

--JP

John Peter Pero
Barbara B. Pero
Joseph C. Pero

This message (including any attachments) contains information that may be confident

11/10/2006

PEACHTREE CITY, GA 30269

Phone (770) 487-8901

Inspection Request Line (770) 631-2588 Ext. 222

BUILDING PERMIT

MIT#: 051385

DATE APPLIED: 7/14/2005

PERMIT TYPE: RF

RESS: 113 SWEETWATER OAKS
SION: SWEETWATER OAKS

LOT: 22

D TO: JOHN PERO
RESS: 113 SWEETWATER OAKS
PEACHTREE CITY GA 30269

PHONE#: 770-487-5767

Comply with → "F"

CHECK WITH ATTACHMENT:

CTOR: WALLIS FENCE
RESS: 111 PUTMANS HEAD
PEACHTREE CITY GA 30269

PHONE#: 770-487-1976

W/ 7/19/05

NOTES:

1) Fence not to exceed (4)
Four feet in height in front yard
as determined by adjacent home
structure location (see site plan)
7/19/05

WORK: 5' BLACK ALUM FENCE
USE:

MINIMUM SETBACKS

Q FT: 0.00

FRONT: 40

Q FT:

SIDE: 10

RIES:

REAR: 30

CORNER:

ONED: R-12

VALUATION: \$ 2,675.00

FEES DUE: \$ 20.00

FEES PAID: \$ 0.00

E GRANTED BY:

DATE:

AN APPROVED BY:

DATE:

D FOR ISSUANCE BY:

DATE: 7-18-05

HECKED BY:

DATE: 7-18-05

***** NOTICE *****

PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS
SUSPENDED WITHIN 6 MONTHS OR IF CONSTRUCTION OR WORK IS SUSPENDED
FOR A PERIOD OF 6 MONTHS AT ANY TIME AFTER WORK IS STARTED
IF PERMITS ARE REQUIRED FOR ELECTRICAL, PLUMBING, HEATING,
OR CE VENTILATION, AIR CONDITIONING.

I CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW
IT TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES
GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED
OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY
TO STATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW
GOVERNING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

TOR/OWNER SIGNATURE

DATE

BUILDING DEPT. REPRESENTATIVE

DATE

CITY OF PEACHTREE CITY

153 WILLOWBEND ROAD
Peachtree City, GA 30269
Phone (770) 487-8901

Inspection Request Line (770) 631-2588 Ext. 222

BUILDING PERMIT

PERMIT#: 052021

DATE APPLIED: 10/13/2005

PERMIT TYPE: RF

JOB ADDRESS: 113 SWEETWATER OAKS
SUBDIVISION: SWEETWATER OAKS

LOT: 22

ISSUED TO: JOHN PERO
ADDRESS: 113 SWEETWATER OAKS
PEACHTREE CITY GA 30269

PHONE#: 770-487-5767 ✓

7) 487-9190

4M
10/13/05
5:10 P.M.

CONTRACTOR: XTREME FENCE
ADDRESS: 4455 ALICIA LN
CUMMING GA 30040

PHONE#: 770-664-1121

WORK: 5'x4' BLACK STEEL FENCE
BLDG USE:

HT SQ FT: 0.00
SQ FT:
STORIES:
ZONED:

MINIMUM SETBACKS
FRONT:
SIDE:
REAR:
CORNER:

45395 CA/AG

VALUATION: \$ 4,000.00
FEES DUE: \$ 20.00
FEES PAID: \$ 0.00

VARIANCE GRANTED BY: _____ DATE: _____
CROSS PLAN APPROVED BY: _____ DATE: _____
APPROVED FOR ISSUANCE BY: _____ DATE: 10-13-05
PLANS CHECKED BY: _____ DATE: 10-13-05

***** N O T I C E *****

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 6 MONTHS AT ANY TIME AFTER WORK IS STARTED. SEPARATE PERMITS ARE REQUIRED FOR ELECTRICAL, PLUMBING, HEATING, FIREPLACE VENTILATION, AIR CONDITIONING.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

CONTRACTOR/OWNER SIGNATURE

DATE

BUILDING DEPT. REPRESENTATIVE

DATE

Peachtree City Building Department
133 Willowbend Road
Peachtree City, GA 30269
PHONE: (770) 487-8901 FAX: (770) 631-2352

DATE: 7-13-05

PERMIT #

05-2021

☐ COMMERCIAL	☒ RESIDENTIAL	CONSTRUCTION TYPE
☐ REPAIR	☐ ADDITION	OCCUPANCY TYPE
☐ ACCESSORY USE	☐ EXTERIOR FINISH	

FENCES: ☐ COMMERCIAL ☒ RESIDENTIAL ☐ POOL
FENCE HEIGHT 5ft FENCE MATERIAL Black Aluminum

SUBDIVISION/PROJECT NAME:

BLOCK LOT NUMBER

Sweetwater Oats

22

SITE ADDRESS:

113 Sweetwater Oats

OWNER:

ADDRESS

PHONE NO. 770 487

FAX NO. 5767

John Pero 113 Sweetwater Oats

CONTRACTOR:

ADDRESS

PHONE NO. 7-664-7121

FAX NO.

X-Treme Fence

4455 Alicia Ln
Cumming GA 30040

APPLICANT'S NAME:

John Pero

ARCHITECT/DESIGNER:

ADDRESS

PHONE NO.

HOMEOWNER ASSOCIATION APPROVAL: ☐ YES ☐ NO

☐ SEWER TAP APPROVAL

☐ SEPTIC SYSTEM APPROVAL

☐ WATER TAP APPROVAL

ZONED

SETBACKS:

FRONT SIDE REAR

PLAN NAME

PLAN ON FILE

YES ☐ NO ☐

NO. OF
STORIES

NO. OF
BATHS

BASEMENT

NO. OF
FIREPLACES

HEATED
SQ FT

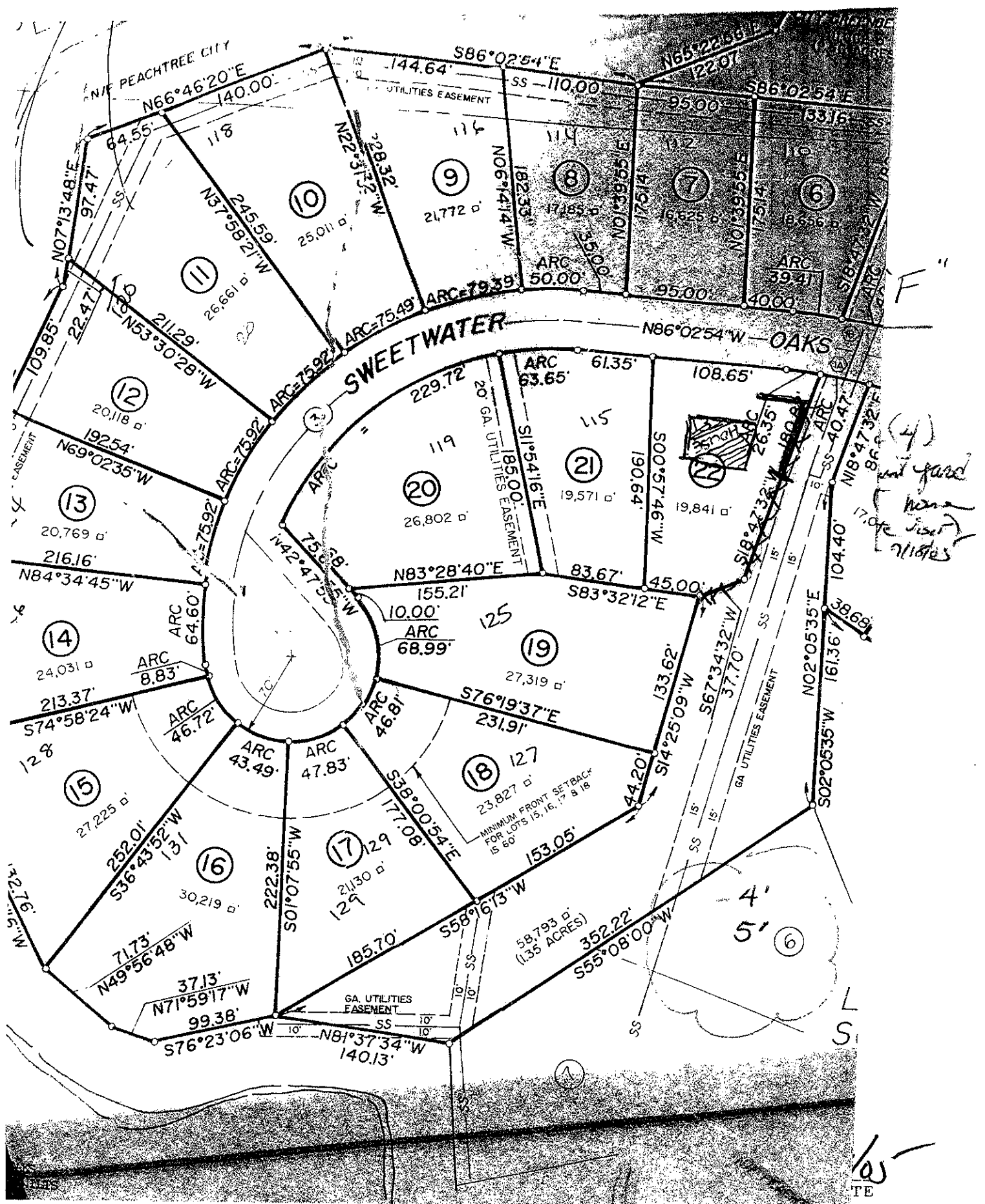
TOTAL
SQ FT

EST. CONSTRUCTION
COST \$ 4000

121

DESCRIBE WORK: Install 5ft x 4' Steel Fence

Barrier from Golf Cart Path



INSPECTION RECORD

CITY OF PEACHTREE CITY, GEORGIA

Inspection:	FINAL		
Due:	7/20/2006	12:00 AM	Permit: 052021
Legal:	Lot: 22 Subdivision: SWEETWATER OAKS		
Property:	113 SWEETWATER OAKS		
Contact:	JOHN PERO		

Inspection Passed Failed Reinspection Fee? Yes No

Completed by: V. Carthy Date: 7/20/06
Entered in Building Projects: ☐

Notes:

fence final inspection

Violations:

- ① Fence encroaches into city greenbelt area along existing bike path. City Property stakes indicate 9' 8" encroachment at rear and 9' 2" at Front area of fence.
- ② Electric low voltage decorative ground lights encroach onto city Greenbelt along fence line.



CODE ENFORCEMENT
153 WILLOWBEND ROAD
PEACHTREE CITY, GA 30269
PHONE: 770-487-8901
FAX: 770-631-2552
WWW.PEACHTREE-CITY.ORG

August 21, 2006

John Pero
113 Sweetwater Oaks
Peachtree City, Ga. 30269

Dear Mr. Pero,

On October 13, 2005, you were issued fence permit number 05-2021 which replaced your previous fence permit 05-1385 which was voided by the contractor, Wallis Fence. The permit was issued for a 5 foot and a 4 foot steel fence along the cart path side of your property.

On July 20, 2006 you were notified that the fence was in non-compliance due to the fact that the fence encroaches onto Peachtree City property. You were also advised to remove the low voltage ground lighting from Peachtree City property. One month after you were notified, no work has been done to achieve compliance.

The purpose of this letter is to inform you that permit # 05-2021 will expire on November 23, 2006. It is expected that all work will be completed, inspected and closed out through this department by that time. If you have not completed the work in the above stated time frame, your permits will be voided and additional action maybe necessary by the city.

Please contact me at 770-487-8901 if you have any questions.

Sincerely,

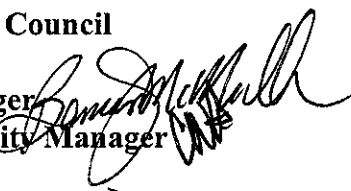
Tami Babb
Senior Code Enforcement Officer

Attachment
CC: Building Official

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: City Manager 
Assistant City Manager 

FROM: City Clerk 

DATE: December 1, 2006

SUBJECT: Request to Address Council Regarding Citizen Recognition
December 7, 2006, City Council Agenda

Becky Timmis would like to address Council regarding the placement of a plaque at the Peachtree City Tennis Center to recognize the contributions to the City's citizens by the late Elizabeth Choate Wortmann, who served as the Academy Director at the Tennis Center.

JSM/pd

Attachment

Pam Dufresne

From: d.timmis@comcast.net
Sent: Thursday, November 30, 2006 4:52 PM
To: Pam Dufresne
Cc: Harold Logsdon
Subject: Dedication Ceremony for Beth Wortmann
Attachments: Beth's letter FINAL.doc

Pam, Thanks for your help with giving me the required information. Please confirm receipt of this. Have a good day. Becky

Please see attached letter which explains the purpose of this request.

Contact information of person/organization submitting nomination: Rick Davison and Becky Timmis

Contact Address: 122 Stonington Drive Peachtree City, Ga. 30269

Contact Phone: 770 486-8039

Name of Nominee: Beth Choate Wortmann(deceased)

Requested Location of Name Plate: Peachtree City Tennis Center in front of court 1

Date submitted: November 30, 2006

11/30/2006

We wish to nominate Elizabeth Choate Wortmann for the Citizen Recognition Program with the intention of placing a plaque at the Tennis Center honoring her contributions to the citizens of Peachtree City, Georgia.

Born in Morganton, North Carolina, on January 24, 1971, Beth began playing competitive tennis at an early age. Beth was ranked #1 in North Carolina in the Girls 14s, 16s, and 18s. Other junior tennis accomplishments included representing North Carolina in Junior Davis/Wightman Cup for 5 years and the Southern Section in Intersectional for 2 years where her team finished first. Beth received a tennis scholarship to the University of Arizona where she played for four years, serving as team captain her senior year. In 1990 she reached the round of 16 in NCAA doubles and in 1993 her team finished ranked #4 in the nation.

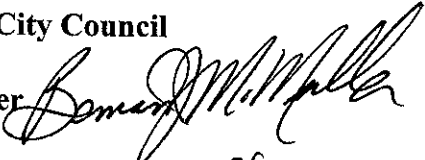
Beth Choate Wortmann brought this expertise to Peachtree City in 1995 when she assumed the role of Academy Director for the Peachtree City Tennis Center. Up to this point, junior tennis by and large was not played in Peachtree City competitively. Most juniors prior to 1995 traveled to north Atlanta locations to receive high quality training. When Beth arrived that all changed. Beth was an integral part of the Tennis Center receiving state and national awards. In 1997 the Junior Program in Peachtree City was awarded Georgia's Junior Program of the Year. In 1997 and 2003 Peachtree City Tennis Center was awarded the USTA Facility of the Year. In 1998 and 2000 The Peach State Junior Tennis Classic, an event Beth was a major contributor of, was awarded the Junior Tournament of the Year by USTA Georgia. Beth coached the Georgia Junior/Fed Cup team to victory in 1998. She coached several players that were selected as Georgia Junior Player of the Year. Over 30 students went on to receive 4 year scholarships, well over 2 million dollars in aid. These full athletic scholarships were to schools such as Kentucky, Georgia Tech, Georgia, Georgia State, Auburn, College of Charleston, Murray State, Northwestern, Birmingham Southern, North Carolina State, Furman, Penn State, Tennessee and Middle Tennessee State. All the students that received these scholarships will attest that they received far more than that from Beth. Individual lives were transformed as dreams and hard work opened up more and more opportunities. Beth was more than a tennis coach; she was a friend and mentor to all her students. Her vibrant personality commanded a

respect from her students that few people can achieve. The impact she has had on the Peachtree City community cannot be described in numbers or words. Beth essentially gave the Tennis Center its soul. She brought passion, work ethic, and a genuine caring for the community that had many wanting to be a part of it in any way they could. The acknowledgement the Center has received finds its way back to her. Her passion for her students was unmatched and she was loved by all. She was an intense competitor, an attribute she passed on to all who knew her and worked for her. Beth was an amazing woman who dedicated her professional life to not only instructing Peachtree City's youth in tennis but shaping and molding their social and moral development. Her passion and enthusiasm for life was infectious and touched hundreds of lives in Peachtree City.

Beth lost her life, at the young age of 35, in an early morning automobile accident on June 3rd, 2006 on her way to warm up her students at the Georgia Junior Qualifier tennis tournament. She seemed to always give more and never drew a line between her personal life and her students. They were all family to her. Her memorial service was held at Peachtree City United Methodist Church and over 1200 people attended in a 2 1/2 hour worship with numerous testimonials given from Peachtree City's citizens. Beth is survived by her husband, Dave Wortmann, and her two children, Luke and Matelyn, and loving parents, Bob and Mary Choate. Please allow the residents of Peachtree City to have a permanent memory of Beth's contributions by approving this nomination for the Citizen's Recognition Program. Recognizing her unique personality and passion she shared with the community will be a step forward towards reconciling the tragic loss of such a beautiful soul.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council
VIA: City Manager 
FROM: Financial Services Director P.S.
DATE: November 28, 2006
SUBJECT: PCTA Reimbursement Agreement

December 7, 2006 City Council Meeting

Recommendation:

Approve the attached agreement with the Peachtree City Tourism Association (PCTA) for the City to be reimbursed for expenses associated with tourism-related activities, and authorize the Mayor to sign the agreement.

Discussion:

There are numerous city-sponsored events that are also tourism-related, and therefore qualify for use of Hotel/Motel Tax as a funding source. As it is not practical or economical for PCTA to hire all their own staff to duplicate the services that City staff now provides to hold these events, they wish to enter into a contract with the City to reimburse us for expenses related to these events. Such events include the Fourth of July activities, the Shakerag Arts Festival, the Adult Triathlon and numerous other events. In FY 2007, we also anticipate significant expenses associated with the Tour du Georgia bicycle race. The contract has already been approved by PCTA, and has also been approved by the City Attorney.

Budgetary Impact:

The City's FY 2007 Budget includes \$150,000 in estimated revenue from this source. This same amount is included in the PCTA's FY 2007 Budget as an appropriation.

STATE OF GEORGIA
COUNTY OF FAYETTE

**AGREEMENT FOR APPROPRIATION OF THE HOTEL/MOTEL TAX
TO BE EXPENDED BY THE CITY OF PEACHTREE CITY FOR
THE PURPOSE OF PROMOTING TOURISM**

THIS AGREEMENT entered into this _____ day of _____, 2006 between the PEACHTREE CITY TOURISM ASSOCIATION, INC. (hereinafter referred to as "Association") and THE CITY OF PEACHTREE CITY (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, the Association was created by the City of Peachtree City ("City") on the 10th day of November, 2003; and

WHEREAS, the Association is organized pursuant to the Georgia Non-Profit Corporation Code and has qualified as a non-profit corporation under Section 501(c)(6) of the United States Internal Revenue Code; and

WHEREAS, the City has dedicated a certain portion of the hotel/motel tax revenues collected by the City to the Association for the purpose of promoting tourism, conventions, and trade shows as defined in O.C.G.A. § 48-13-50.2, and,

WHEREAS, the Association, in recognition of the role the City plays in promoting tourism, wishes to provide a certain portion of the hotel/motel tax revenues received from the City or other Association funds as the Association may deem necessary or appropriate to the City;

NOW, THEREFORE, in consideration of the mutual covenants provided herein, the Association and the City agree to enter into this Agreement to provide revenue for the City to promote tourism as defined in O.C.G.A. § 48-13-50.2, which, in turn, fulfills the Association's purpose in promoting tourism, conventions and trade shows and benefits all citizens of the City by improving the local tax base as follows:

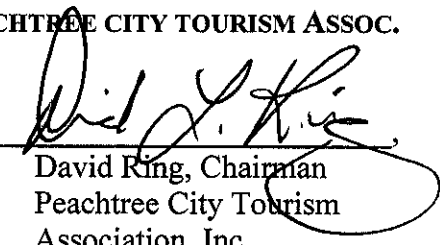
- (1) The City agrees to continue to operate and sponsor certain tourism-related events such as the 4th of July Parade and Fireworks Show and other functions designed to promote tourism, conventions and trade shows in the community.
- (2) The Associations shall dedicate and expend a portion of the hotel/motel tax revenues received by the Association from the City pursuant to the provisions of O.C.G.A. § 48-13-51-(a)(3.4) to the City distributed in either monthly installments, by check or electronic transfer, or as may be deemed appropriate by the parties. The amount paid by the Association to the City shall be as established annually in the budget of the Association.

The Association may increase or reduce the amount approved in the Association's budget depending on revenues and expenses of the Association during the budget year.

- (3) The City shall utilize the funds it receives from the Association to promote, attract, stimulate and develop tourism as defined in O.C.G.A. § 48-13-50.2.
- (4) This Agreement shall continue and shall be in force from the effective date of this Agreement through and including December 31, 2006. Thereafter, this agreement shall renew automatically for a one year term beginning January 1 and expiring December 31 of each year thereafter unless a party thereto shall give written notice to the other party of non-renewal at least one hundred and twenty (120) days prior to the renewal date; provided, however, that this agreement shall terminate immediately, if the agreement between the City and the Association for the operation, management and support of the Tennis Center and Amphitheater is terminated prior to such date.
- (5) This amount paid by the Association to the City under the terms of this Agreement shall be in addition to any amounts payable from the Association to the City under the terms of that Lease Agreement dated January 4, 2004, as amended.
- (6) Both the Association and the City have agreed, thought their respective representatives to enter into this Agreement and have given the Chairman of the Association and the Mayor of the Authority the power to sign on behalf of each.

This Agreement entered into as of the date first above-written.

PEACHTREE CITY TOURISM ASSOC.

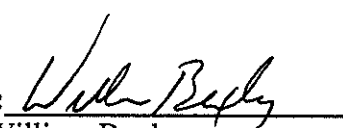
BY: 

David Ring, Chairman
Peachtree City Tourism
Association, Inc.

CITY OF PEACHTREE CITY

BY: _____

Harold K. Logsdon, Mayor
City of Peachtree City,
Georgia

ATTEST: 

William Bexley,
Secretary/Treasurer
Peachtree City Tourism
Association, Inc.

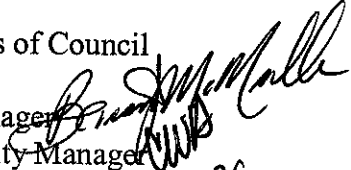
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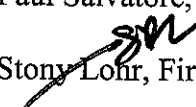
Jane Miller, City Clerk
City of Peachtree City,
Georgia

CITY OF PEACHTREE CITY

INTRAOFFICE MEMORANDUM

TO: Mayor Logsdon and Members of Council

VIA: Bernard McMullen, City Manager 
Colin Halterman, Assistant City Manager
Paul Salvatore, Director of Financial Services P.S.

FROM:  Stony Lohr, Fire Chief

DATE: November 28, 2006

SUBJECT: Firefighter Hiring
(Council Agenda, December 7, 2006)

Discussion: Councilmember Judi Rutherford has requested an analysis to determine how long three additional firefighters could be funded with matching grant funds in the FY2007 budget. The city submitted an application on June 28, 2006 to Department of Homeland Security (DHS) for a Staffing for Adequate Fire and Emergency Response (SAFER) grant to hire six (6) firefighters.

We received notification from DHS on November 8, 2006 that our request can not be funded at this time.

The FY2007 budget includes \$120,116.00 earmarked for use as matching funds if our grant request had been approved.

The funding earmarked for firefighter grant matching funds would be sufficient to hire three firefighters for eight months of this year. The Department recommends that two firefighter/EMT-Intermediates and one firefighter/Paramedic be authorized if Council decides to authorize these positions. The projected cost for eight months would be \$117,235.00.

We are currently authorized to have 14 firefighters on duty for each shift to cover four stations around the city and provide emergency fire and medical services for Peachtree City.

The projected cost of hiring three Firefighter/Paramedics for eight months is \$122,315, as shown in Enclosure #1.

The projected cost for hiring three Firefighter/EMT-Intermediates for eight months is \$114,715 as shown in Enclosure #2.

Budget Impact: None in FY2007. Funding to use for this purpose was previously identified and earmarked by Council.

2 Encl-As Stated

PERSONNEL JUSTIFICATION FOR 200X BUDGET
PEACHTREE CITY FIRE DEPARTMENT

November 13, 2006

POSITION REQUESTED: Full Time Firefighter/Paramedic (3)

SALARY: \$35,885

GRADE: 277F

RANGE: \$35,885-55,683

COST PER EMPLOYEE TOTAL:		EXTENDED TOTAL	8 MONTHS
SALARY	35,885	107,655	\$71,770
FICA/MEDICARE	2,745	8,235	\$ 5,490
BENEFITS	21,283	63,849	\$42,566
UNIFORMS	2,655	7,965	\$ 7,965
PORTABLE RADIO	3,100	3,100	\$ 3,100
PART-TIME FILL-IN	4,117	12,351	\$ 8,234
TOTAL	\$69,785	\$203,155	\$139,125
Pension (D.B.)	(8,405)	(25,215)	(\$16,810)
Adj. Total:	\$61,380	\$177,940	\$122,315

Encl #2

PERSONNEL JUSTIFICATION FOR 200X BUDGET

PEACHTREE CITY FIRE DEPARTMENT

November 17, 2006

POSITION REQUESTED: Full Time Firefighter/EMT (3)

SALARY: \$32,509

GRADE: 275F

RANGE: \$32,509 - \$52,349

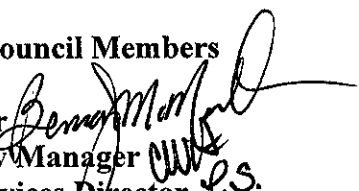
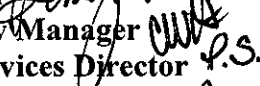
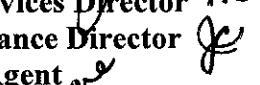
COST PER EMPLOYEE TOTAL:		EXTENDED TOTAL	8 MONTHS
SALARY	32,509	97,527	\$65,018
FICA/MEDICARE	2,487	7,461	\$ 4,974
BENEFITS	21,117	63,351	\$42,234
UNIFORMS	2,655	7,965	\$ 7,965
PORTABLE RADIO	3,100	3,100	\$ 3,100
PART-TIME FILL-IN	4,117	12,351	\$ 8,234
TOTAL	\$65,985	\$191,755	\$131,525
Pension (D.B.)	(8,405)	(25,215)	(\$16,810)
Adj. Total:	\$57,580	\$166,540	\$114,715

Encl #2

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager 
Assistant City Manager 
Financial Services Director P.S.
Assistant Finance Director 
Purchasing Agent 

FROM: Public Services Director 

DATE: November 22, 2006

SUBJECT: Street Sweeping Services
December 7, 2006 City Council Agenda

Recommendation:

Staff recommends that City Council award a one-year contract beginning January 1, 2007 through December 31, 2007, to Rhino Services of Palmetto, Georgia, with two (2) one-year automatic renewals, for annual Street Sweeping Services for their bid of **\$63,626.88**.

Discussion:

The City's Phase II Notice of Intent (NOI) for Municipal Separate Storm Sewer Systems (MS4) has a requirement for street sweeping. To be compliant with this state requirement, the City must conduct monthly sweeping of all municipal parking lots and arterial streets and commercial streets. A list of parking lots and maps showing the arterial and commercial streets is attached.

On October 31, 2006, the City solicited bids from ten (10) street sweeping contractors for sweeping 63 linear miles of curb and gutter and 16 municipal parking lots. Two (2) bids were received, opened, and reviewed on November 21, 2006. The bid results were as follows:

Rhino Services

Street Sweeping	\$2,802.24/Month	\$33,626.88/Year
Parking Lots	\$2,500.00/Month	\$30,000.00/Year
Total	\$5,302.24/Month	\$63,626.88/Year

Sweeping Corp. of America, Inc.

Street Sweeping	\$3,137.40/Month	\$37,648.80/Year
Parking Lots	\$3,980.00/Month	\$47,760.00/Year
Total	\$7,117.40/Month	\$85,408.80/Year

Page 2
Street Sweeping Services
November 22, 2006

Budget Impact:

When approved by City Council, funds totaling \$63,626.88 will be re-appropriated in the Stormwater Utility Fund.

Attachments

cc: City Engineer's File

CITY OF PEACHTREE CITY BID TABULATION SHEET

07-108 B PW

BID TITLE: Street Sweeping Services

DATE: November 21, 2006 10:30am

BUDGET:

BIDS OPENED BY:

WITNESSED BY:

TIME COMPLETED:

10:35 a.m.

- No pre-bid meeting
- No bid bond required
- Two-page bid tender form
- Reference sheet
- Two-page Questionnaire

[illegible]

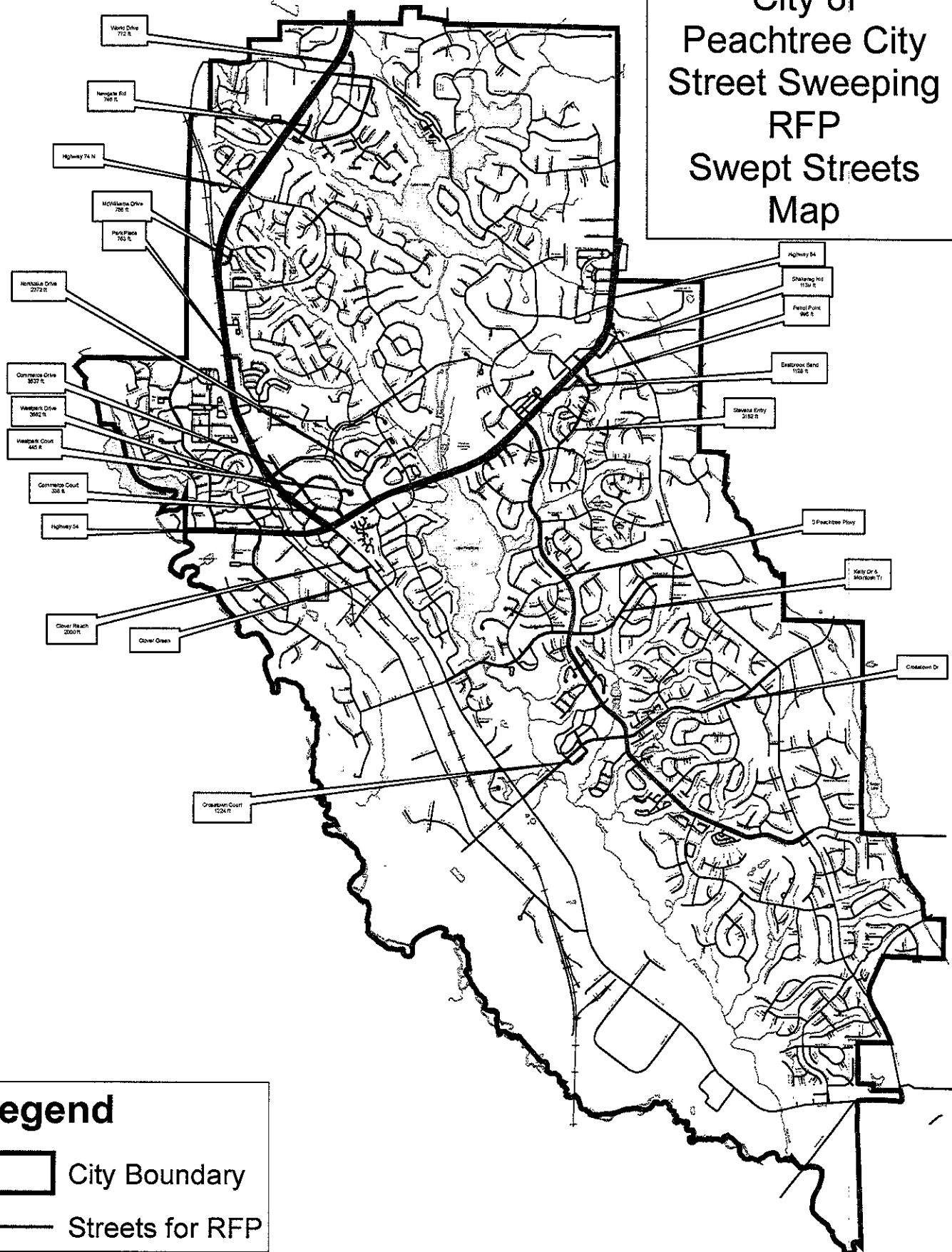
**STREET SWEEPING BID ANALYSIS
STREETS/PARKING LOTS**

Vendor	Description	Unit	Quantity	Unit Price	Amount Per Month	Amount Per Year
Rhino Services	Street Sweeping	Curb Mile	63	44.48	2,802.24	33,626.88
	Parking Lots (16)	Lump Sum	1	2,500.00	2,500.00	30,000.00
Total Rhino Sweeping Services per Year					\$5,302.24	\$63,626.88
Sweeping Corporation of America, Inc.	Street Sweeping	Curb Mile	63	49.80	3,137.40	37,648.80
	Parking Lots (16)	Lump Sum	1	3,980.00	3,980.00	47,760.00
Total Sweeping Corporation of America, Inc. Sweeping Services per Year					\$7,117.40	\$85,408.80

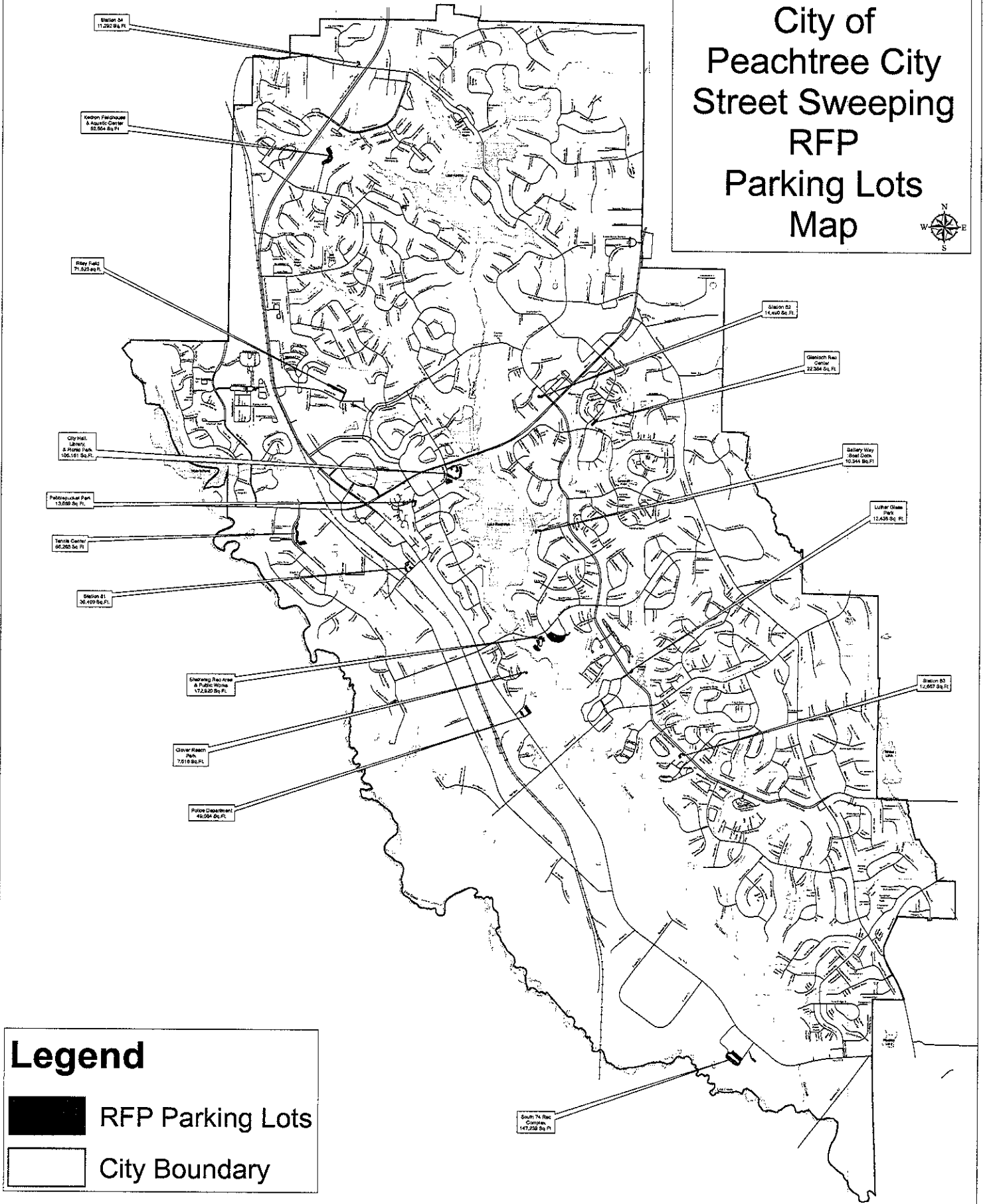
STREET SWEEPING BID ANALYSIS PARKING LOTS

Location	Rhino Services		Sweeping Corp. of America	
	Monthly Cost	Yearly Cost	Monthly Cost	Yearly Cost
1 Fire Station #84	75.00	900.00	135.00	1,620.00
2 Kedron Fieldhouse/Aquatic Center	250.00	3,000.00	405.00	4,860.00
3 Riley Field	200.00	2,400.00	405.00	4,860.00
4 City Hall/Library/Picnic Park Complex	300.00	3,600.00	405.00	4,860.00
5 Pebblepocket Park	50.00	600.00	135.00	1,620.00
6 Tennis Center	250.00	3,000.00	170.00	2,040.00
7 Fire Station #81	75.00	900.00	135.00	1,620.00
8 Shakerag Rec Area/Public Works	250.00	3,000.00	600.00	7,200.00
9 Clover Reach Park	50.00	600.00	135.00	1,620.00
10 Police Department	225.00	2,700.00	170.00	2,040.00
11 South 74 Recreation Complex	350.00	4,200.00	540.00	6,480.00
12 Fire Station #83	75.00	900.00	135.00	1,620.00
13 Luther Glass Park	100.00	1,200.00	135.00	1,620.00
14 Battery Way Boat Docks	50.00	600.00	205.00	2,460.00
15 Glenloch Recreation Center	125.00	1,500.00	135.00	1,620.00
16 Fire Station #82	75.00	900.00	135.00	1,620.00
Totals	\$2,500.00	\$30,000.00	\$3,980.00	\$47,760.00

City of Peachtree City Street Sweeping RFP Swept Streets Map



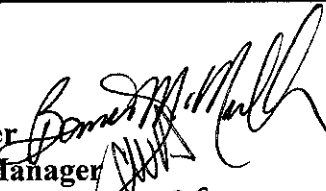
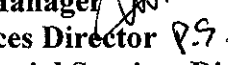
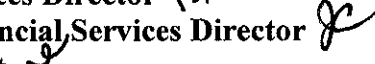
City of Peachtree City Street Sweeping RFP Parking Lots Map

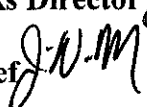


CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: Bernie McMullen, City Manager 
Colin Haltermann, Ass't City Manager 
Paul Salvatore, Financial Services Director P.S. 
Janet Camburn, Assistant Financial Services Director 
Angela Egan, Purchasing Agent 
Tom Corbett, Public Works Director 

FROM: James Murray, Police Chief 

DATE: November 30, 2006

SUBJECT: Police Cars
December 7, 2006, City Council Meeting

Recommendation:

Staff recommends the purchase of eleven (11) Pursuit cars (7 replacement and 4 new) from Allan Vigil Ford for the bid price of \$228,690.00. This bid price does not include the after-market accessories, the radios nor the radar units. These will be purchased separately for the vehicles.

Discussion:

Bid packages were mailed to local Ford distributors. Bids were received from four (4) Ford dealers.

Allan Vigil	\$20,790.00 per vehicle	\$228,690.00 extended
Wade Ford	\$20,822.34 per vehicle	\$229,045.74 extended
Legacy Ford	\$20,889.00 per vehicle	\$229,779.00 extended
Hardy Family Ford	\$21,007.00 per vehicle	\$231,077.00 extended

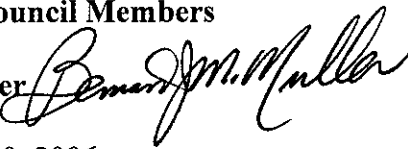
These patrol vehicles are necessary in order to maintain a sufficient fleet of vehicles and to replace patrol units that have exceeded 100,000 miles.

Budget Impact:

The 2007 PIP budget for the vehicles is \$38,900 per vehicle or \$427,900.00 extended. This will leave a balance of \$199,210.00 for the necessary accessories, radios and radar units.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members
FROM: City Manager 
DATE: November 30, 2006
SUBJECT: Cancellation of December 21, 2006, City Council Meeting
December 7, 2006, City Council Meeting

Recommendation:

Staff recommends that Council cancel the regular meeting scheduled for December 21, 2006.

Discussion:

Due to the holidays and lack of agenda items, staff has been able to avoid adding any items for consideration to the December 21 Council agenda..

Budget Impact:

This item has no budgetary impact.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: City Manager, Bernard McMullen 
Finance Director, Paul Salvatore 
Purchasing Agent, Angela Egan 
Police Chief, James Murray 

FROM: Matt Robinson, System Administrator 

DATE: November 21, 2006

SUBJECT: Request for Brand Name and Sole Source – USA Software – E-Forms Software
December 7, 2006 City Council Agenda

RECOMMENDATION

Staff recommends that the City Council approve the purchase of police electronic forms processing software from USA Software for the quoted amount of \$62,888.00 as a brand name and sole source purchase in accordance with City purchasing policies.

BACKGROUND

The electronic forms processing system is a part of the budgeted expenses in FY2007 for the Police mobile data project. The system will allow officers to complete standardized forms in the field that integrate seamlessly and directly with the department's computerized records management system. The proposed purchase consists of 45 client licenses and programming of four types of forms to be used by the forms processing system.

USA Software is the vendor of both the police department's current records management system and the proposed electronic forms processing system. The system is an add-on module to the records management system and is guaranteed to integrate with our existing systems. Staff did evaluate other options but found that the programming work required to integrate with the existing records management software would be more expensive and more prone to incompatibility than by utilizing the solution offered by USA Software.

The City's Purchasing Ordinance references the selection of a brand-name purchase, as quoted on the next page:

Sec. 34-119. Brand-name purchases.

The purchasing agent may elect purchase of a brand-name product or service when the goods comprise a major brand system, program or service previously selected by the city and due to operational effectiveness, future enhancements or additions, or maintenance and storage of spare parts preclude the mixing of brands, manufacturers, etc.

In addition to the brand-name purchase, USA Software is the only manufacturer of this software, allowing the purchase to be considered under the sole-source section of the Purchasing Ordinance:

Sec. 34-120. Sole-source purchases.

A contract may be awarded or a purchase made without competition when the city determines that there is only one source for the required products, supply service, or construction item. The purchasing agent shall conduct negotiations as appropriate, as to price, delivery and terms. A separate file of sole-source procurements shall be maintained as a public record and shall list each contractor's name, the amount and type of each contract, and a listing of the items procured under each purchase order or contract.

(Code 1980, § 9-13(4); Ord. No. 00-735, 4-6-00)

As the purchase is budgeted but is over \$40,000, Council has oversight to approve the purchase.

BUDGET IMPACT

The projected budgeted amount for this purchase was \$63,000. This falls within the budgeted allocations for the Police Department as part of the mobile data project in FY2007. The quote is attached to this memo.

Attachment



Proposal

USA Software, Inc. 9900 Stirling Road Suite 301, Cooper City, Florida 33024
 Phone 954.436.3911 Fax 954.431.2641 WEB www.usa-software.com

Agency **Peachtree City Police Department**
 Address **153 Willowbend Road**
 City **Peachtree City, Georgia 30269**

Attention: **Mr. Matthew Robinson**
 Phone: **770-632-4271**
 Date: **11/10/2006**
 Proposal #: **PTCPD02**

CrimeFile 2000 Information Management System

#	Product #	QTY	Description	Cost	Total
CrimeFile 2000					
	92	10	USA Software User License		
				Sub Total	\$ 5,000.00
MobileFile 2000 eForms					
	98	45	eForms Incident and F.I. Card Reporting		
	99	45	eForms Accident Reporting		
				Sub Total	\$ 42,750.00
PROFESSIONAL SERVICES					
	SIMS	1	System Integration Management Services (SIMS)		
	Setup	1	Server Setup Installation and Configuration		
	43	3	Training Days on Customer Site		
	Doc	1	Tutorials (Power Point Presentations)		
	41	1	System Configuration		
	47	1	Travel and Lodging Expenses		
			USA Software Project Management including		
	85	1	System and Acceptance Plan (ATP)		
				Sub Total	\$ 6,900.00
ANNUAL SOFTWARE SUPPORT AND MAINTENANCE					
	40	1	Annual Software Support Agreement		
				Sub Total	\$ 8,238.50
Project Total					\$ 62,888.50

Payment Terms and Conditions

- 1) 50% Down With Order, 45% upon Installation, Net on Completion

Annual Software Support Information

- 1) Your current Annual Software Support Agreement will increase by the amount listed below. This has been included in this proposal for future budgetary considerations \$ 3,238.50

Notes

SQL data base Notes

- 1 Agencies utilizing USA's CrimeFile Version 5 or 6 and wishing to utilize the Microsoft SQL Server backend database, prior to the installation of USA SQL compatible products MUST:
A. Purchase the MS SQL Server Program and Licenses.
B. Install MS SQL Server Applications, and
C. Establish the MS SQL Server local area network.
- 2 USA's CrimeFile version 6 applications running the Microsoft SQL Server backend database and using Crystal Reports require the use of Crystal Reports Professional v9 or greater. Customer is responsible to order a new version of Crystal Reports.
Ask your USA Software Sales Representative

eForms and eTicket Notes

- 1 USA Software eForms requires Version 5 or higher CrimeFile Products.
- 2 All USA Software eForms products require the corresponding host program in CrimeFile to store the data collected in the generation of the eForms reports.
- 3 USA Software eForms reporting system requires either Windows Internet Explorer 5.0 or greater or Netscape Navigator 4.5 or greater to be installed on each computer running eForms
- 4 The USA Software eForms Printing requires an HP LaserJet 4 compatible printer to be attached to the network or individual computer for printing of forms specified by agency.
- 5 USA Software eForms Reporting System Licenses are required on each individual computer workstation and server that will utilize eForms Reporting in any capacity.
- 6 If handheld devices, such as PDAs, are to be utilized for Mobile Data and/or eTicket applications, it is suggested that your wireless aircard provider be requested to provide at least one device for testing to ensure the application(s) will function on that handheld device.
- 7 Any Driver's License reader or scanner to be attached to the handheld device and utilized for Mobile Data System and/or eTicket applications must be tested and certified for use by USA Software, Inc. The agency is responsible for obtaining and providing such equipment to USA Software.
- 8 The handheld device must have Bluetooth connectivity for printing with the eTicket application

GENERAL Notes

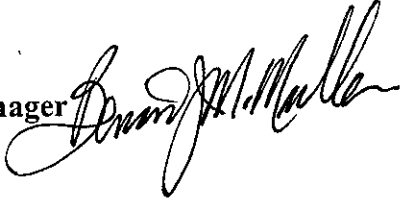
- 1 Customers who upgrade to, or purchase Version 6 USA Software products and who keep their Annual Software Support Agreement active and current, will receive future version releases of, as well as upgrades and bug fixes to, USA Software Products of the same database type at no cost for the software. Upgrades to other databases such as Microsoft SQL Server, Oracle, etc., will be chargeable upgrades.

There may, however, be some costs associated with these version releases, upgrades, etc., that are beyond USA Software, Inc., control such as third party user licensing fees, etc., passed on to the customer
- 2 USA Software, Inc. supports up to one revision back for Microsoft Word/Microsoft Office, thus we only currently support Microsoft Word 2000 or XP (Office 2000 or XP) word processing programs for the narrative section of the I-Base, Accident Reporting, Internal Affairs and Applicant Tracking applications. The programs Visio for Windows and Easy Street Draw are supported for the completion of diagrams in the Accident Reporting product
THE CUSTOMER IS RESPONSIBLE FOR:
A. Acquiring and installing these products prior to installation of USA Software Products.
B. Maintaining a current version of these 3rd party software products. Office or Word 97, 95, Word6 or Word 2, need to be upgraded to one of the supported versions.
- 3 Versions of Crystal Reports prior to version 8 are not supported in USA's CrimeFile 2000 version 6. However, CrimeFile 2000 version 7 applications running the embedded Dataflex backend database and using Crystal Reports 7 can be used (but are still not supported) and require the use of the Dataflex Connectivity Kit for Crystal Reports v2.0. Crystal Reports version 7 was delivered with v1.0 and thus, will not work with CrimeFile 2000 v6. Customer is responsible for ordering either the connectivity kit v2.0 or a new, supported version of Crystal Reports.
- 4 Please refer to the MINIMUM SYSTEM REQUIREMENTS document, either attached or otherwise provided, for suggested minimum hardware specifications to most efficiently operate USA Software products.
- 5 The software package PC Anywhere 32 for Windows (for Windows 95, 98 or NT) must be installed on a networked PC or the server. A CD ROM drive needs to be available to the network.
As an option and for faster, internet-based support services, USA Software, Inc., recommends the agency acquire GoToMyPC from GoToMyPC.com. The price for this is approximately \$150.00 per year. This application can also be used for remote access by agency personnel as well
- 6 USA Software on-site training is conducted in a "train-the-trainer" concept enabling the agency to train current and future staff. However, other training arrangements can be made for training of groups of agency staff members. Each training session is limited by the physical training space available and the number of computer workstations available in the training area.
- 7 Telephone remediation/consultation training is available for answering training issues not requiring a physical visit for remedial training or for more specific information relating to operation of USA products. Available in 2 hour blocks with scheduled dates and times through Tech Support.
- 8 USA Software, Inc., offers a Systems Administrator course held monthly at our corporate office. This class covers minimum system requirements, directory structure, workstation setup using CrimeFile Utilities, CADFile 2000 settings and utilities, and installation of additional programs and features settings. This one day course is \$595 per student. Travel and per diem expenses are the responsibility of the employing agency.
- 9 Proposal replaces all previous proposals and configurations
- 10 Prices are subject to change without notice 90 days after proposal date.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

FROM: Bernard J. McMullen, City Manager 

DATE: December 6, 2006

SUBJECT: Membership in International City/County Management Association (ICMA)
Consortium for Performance Measurement
December 7, 2006 Council Agenda

Recommendation:

That Council authorize the City to enroll in a Consortium of Performance Measurement with other local jurisdictions in the Metro Atlanta Area and authorize the use of \$5,250.00 from Council Contingency to pay the first year annual fee.

Discussion:

ICMA is in the process of forming Performance Measurement Consortia throughout the Country. The purpose of these regional consortia is to identify similarities and differences in performance on specific measures in the region and identify higher performing jurisdictions on particular measures in order to identify key factors contributing to high performance. ICMA has developed data gathering templates in the following 15 areas: Code Enforcement, Facilities Management, Fire/EMS, Fleet Maintenance, Highways and Roads, Housing, Human Resources, IT, Library Services, Parks and Recreation, Police, Purchasing, Refuse and Recycling, Risk Management, and Youth. A copy of ICMA's proposal is attached. If the Council approves this request, ICMA would begin training for staff and gathering of data in January 2007. ICMA had a conference call on Monday with interested jurisdictions to discuss this program. A copy of the jurisdictions that participated in the conference call is attached.

Budget Impact:

Recommend that \$5,250.00 be funded from Council Contingency, leaving a balance of \$94,750.00

Attachments

December 7, 2006

To: CEOs, CAOs and other representatives of Metropolitan Atlanta area local governments

From: Mike Lawson, Director, ICMA Center for Performance Measurement

Re: Proposal to create a regional performance management consortium for communities in the Metropolitan Atlanta area within the nationwide CPM consortium

Background

In many state management association meetings in the past two years, ICMA Executive Director Bob O'Neill has emphasized the growing importance of performance measurement and performance management to all communities. Bob has linked this to the 'performance dividend' of professionally managed local governments and its long-term relevance to the profession.

Below is a proposal for your consideration. This proposal, if implemented, would result in a regional performance measurement consortium in the Metropolitan Atlanta area built on the foundation of the ICMA Center for Performance Measurement (CPM).

Vision and Goals

1. To use comparative performance data to:
 - Identify similarities and differences in performance on specific measures within the region (as well as compare regional performance to performance nationwide).
 - Identify higher performing jurisdictions on *particular* measures¹ (or clusters of related measures) in order to identify key factors contributing to high performance (e.g., effective practices, leading practices).
 - Once several jurisdictions are identified as higher performers for *specific* measures, ICMA staff would work with them to identify "best practices/effective practices" that have contributed to higher performance (e.g., specific internal processes, materials, training, equipment, etc.).

¹ No overall ranking or rating would ever be assigned to departments or jurisdictions as a whole. To do so would subvert the overall goal of continuous improvement for all as well as undermine a key objective: to learn from others (while sharing your community's effective practices with others).

- The result would be a richer set of informal case studies that would be shared within the region as well as across the country within CPM.
 - Goal: To promote specific actions and practices that contribute to continuous service improvement among localities within the region (and nationwide).
2. If implemented, the local governments in the Metropolitan Atlanta area would be the tenth regional consortia within the nationwide consortium of CPM. Existing consortia include Puget Sound, Oregon, Arizona, Minnesota, Chicago, Virginia, Westchester County, NY, Dallas/Fort Worth, and Suburban Boston.
 3. This series of regional consortia would be a logical extension of the work begun 10 years ago when a group of managers asked ICMA to create the original performance measurement consortium.
 4. Over the past two years, Bob O'Neill has emphasized the "performance dividend" of professional management to a wide variety of audiences. He will continue to do so in the future. The proposed regional consortium would provide a superb example of the value added by professional management as evidenced not only by measuring performance, but also by using comparative performance information as a powerful mechanism to foster continuous improvements in services throughout the metropolitan area.

Key provisions

All localities that agree to join the Metropolitan Atlanta area performance consortium would be permitted to participate fully in all activities and services provided by the ICMA Center for Performance Measurement including:

- Data-collection templates in 15 service areas developed and refined over the last 11 years by city/county managers, department heads and other local government staff
- Web-based data collection²
- Data verification, cleaning and reporting
- Inclusion in the annual data report
- Individualized whisker plots for selected performance measures
- Bound (as well as loose-leaf) copies of the annual data report³

² All jurisdictions in the Metropolitan Atlanta (Metro-ATL) consortium—as with all localities participating in CPM—would have the option of reporting for all 15 service areas or only a subset of them. Also, participants are not required to submit responses to every question on the templates they decide to complete.

³ This is CPM's regular edition of the annual data report. No special report for the regional consortium is planned at this time. This is due, in part, to the concern by a few managers regarding how comparative data might be (mis)used by the media. However, to date, no CPM participants have informed ICMA of any instances where they have been portrayed negatively by public reporting of any CPM information. This is due, in part, to the fact that ICMA-CPM does not rank the overall performance of jurisdictions nor does

- *What Works: Management Applications of Performance Measurement in Local Government* (a collection of mini-case studies)
- Connections to performance measurement and management efforts in over 100 local governments
- Full access to CPM's private, password-protected Web site:
 - Web-based data collection templates for 15 service areas
 - Annual data report (downloadable, by chapter, in PDF format)
 - *What Works* (downloadable, by chapter, in PDF format)
 - Access to all data in Excel and Access formats (to enable each participating jurisdiction to conduct further analysis of the data as well as to develop customized charts, graphs, and tables)
 - All data collected since 1996 by CPM
 - A collection of performance reports, Web sites, presentations, and other resources
 - ICMA's electronic library of approximately 5,000 documents, reports, brochures, forms and other documents developed by local governments for a very broad array of real-world applications.
 - Contact information (e-mail; phone; addresses) for over 1000 staff members in CPM jurisdictions around the country. This is intended to encourage staff from participating jurisdictions to seek out individuals from jurisdictions performing well on particular measures and to learn effective practices and best practices from each other.
- Participation in the CPM Forum, the annual meeting of the ICMA Center for Performance Measurement
- For additional information, see the CPM brochure, visit icma.org/performance or contact CPM at cpmmail@icma.org or 202.962.3562.

Additional Services and Incentives for Localities in the Metropolitan Atlanta area

- Waive the regular one-time training fee of \$3900.
- Facilitate discussions to assist jurisdictions in the Metropolitan Atlanta area in compiling a relatively small set of questions (core measures) within the existing CPM data-collection templates that all regional jurisdictions would answer. This would provide the regional consortium with a uniform and broad set of measures on which to compare each other (and then share "best practices/effective practices" from each other based, in part, on these comparisons). Also, this activity would provide greater consistency in the use of similar or identical measures already in use by some jurisdictions in the region.
- CPM would help facilitate the development of other data collection templates and/or core measures if interest is shown in measuring other service areas (utilities, health, legal, etc.). The process of developing a new template will take time, and could begin in the second year. If there is an interest, ICMA would first seek grant or foundation support for the development of additional service areas.

CPM rank specific departments. CPM only provides relative rankings of performance on specific, discrete measures.

- Convene special meetings and training workshops to meet the needs of the jurisdictions in the region.
- Staff of Metropolitan Atlanta area jurisdictions that already are members of CPM would be able to participate in all of these new training sessions and activities for no additional fee.
- In Year Two (after completion of the initial year of data collection and reporting):
 - Conduct follow-up meetings with service areas for input on new/revised questions (in conjunction with other CPM participants)
 - Conduct special workshops to help staff in the jurisdictions use performance measurement to improve effectiveness and efficiency of local government services

Participation Fee

Normally, the fee for jurisdictions enrolling in CPM is \$9,150. This consists of the regular annual fee of \$5,250 plus a one-time fee of \$3,900 for training. If at least 10 jurisdictions in the region join the program, then the \$3,900 training fee would be waived. Jurisdictions in the region would pay only the \$5,250 annual participation fee.⁴

⁴ There would be no change in the fee or the annual payment schedule for current CPM participants in the region.

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Joe Morton	Fayetteville	jmorton@fayetteville-ga.gov	X	
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