

City Council of Peachtree City
Agenda
November 18, 2010
7:00 p.m.

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Announcements, Awards, Special Recognition**
Proclamation – Peachtree City Youth Council
Recognize Theo Scott for Service on Planning Commission
- IV. Public Comment**
- V. Agenda Changes**
- VI. Minutes**
November 4, 2010, Regular Meeting
- VII. Consent Agenda**
 - 1. Consider FY 2010 Budget Adjustments**
Budget amendments are housekeeping in nature and are necessary to prepare for annual audit and to issue financial statements for FY 2010
 - 2. Consider Ordinance Amendment – Chapter 2, Residency Requirements**
Request to delete residency requirement due to state law
- VIII. New Agenda Items**
 - 11-10-06 Public Hearing – Reaffirm Multi-family Moratorium**
Moratorium in effect for one year at a time and reaffirmation by Mayor and Council is required by the Code of Ordinances
 - 11-10-07 Consider Agreement with Wireless Consultant/Extension of Moratorium**
Request to approve consulting services agreement with David Snively and authorize the Mayor to sign agreement
 - 11-10-08 Consider Amending Schedule of Fees to Include Fee Structure for Applications for New Telecommunications Towers and Associated Facilities**
Request to approve fees for new applications and to include in City's Schedule of Fees
 - 11-10-09 Consider Telecommunications Franchise Agreement – NextG**
Agreement would allow company to provide telecommunications services using City-owned rights-of-way
 - 11-10-10 Consider Letter of Promulgation – Emergency Operations Plan**
Council approval requested for the 2010 revision of the City Emergency Operations Plan
 - 11-10-11 Consider Agreement for Pool Management**
Request to approve agreement with USA Pools
 - 11-10-12 Consider Resolution of Support – 2010 Fayette County Transportation Plan**
Resolution requested from all municipalities and Board of Education for the 2010 Fayette County Comprehensive Plan, which serves as guide for local governments
- IX. Council/Staff Topics**
Hot Topics Update
- X. Executive Session**

City Council of Peachtree City
Minutes of Meeting
November 4, 2010

The City Council of Peachtree City met Thursday, November 4, 2010, in the City Hall Council Chambers. Mayor Don Haddix called the meeting to order at 7:00 p.m. Council Members present: Vanessa Fleisch, Erik Imker, Kim Learnard, and Doug Sturbaum.

Announcements

Mayor Haddix read and presented a proclamation for Retired Educators Day to representatives from the Fayette County Retired Educators Association.

Minutes

Learnard moved to approve the September 7, 2010, City Council/Planning Commission workshop minutes. Fleisch seconded. The motion carried 3-0-2 (Imker, Sturbaum).

Sturbaum moved to approve the October 21, 2010, regular meeting minutes. Fleisch seconded. The motion carried unanimously.

Consent Agenda

1. Consider Acceptance of Donation from Southern Regional Medical Center

Learnard moved to approve the Consent Agenda #1 Consider Acceptance of Donation from Southern Regional Medical Center. Sturbaum seconded. The motion carried unanimously.

New Agenda Items

11-10-01 Consider Request to FCBOC for Funding 2003 RTP Projects

City Engineer Dave Borkowski said staff recommended Council make a formal request to the Fayette County Board of Commissioners to fund two transportation projects – the improvements at the Peachtree Parkway/Crosstown Drive intersection and the Gateway Bridge on SR 54 West. In addition, staff recommended dropping the path project from Cooper Circle to the Baseball Soccer Complex (BSC) from the plan.

Borkowski continued there was no City funding available to fund the balance for the two projects. The balance needed for the Peachtree Parkway/Crosstown Drive intersection was \$774,529. The total cost was \$1,218,529, and \$444,000 in Transportation Improvement Program (TIP) funds were available. Borkowski added that TIP funds were administered by the Atlanta Regional Commission (ARC). The total cost for the Gateway Bridge was projected at \$1,681,762, with \$518,000 in TIP funding and \$134,000 in City funding. The balance needed was \$1,029,362. The balance needed for the Cooper Circle to BSC path was \$638,790, with the total cost estimated at \$838,000. The TIP funding for the project was \$200,000.

Borkowski noted that all three projects were in the TIP for partial funding; two of the three were also in the 2003 Fayette County Transportation Plan. The Parkway/Crosstown Drive intersection improvements and the Gateway Bridge were eligible for funding through the County's 70% Special Purpose Local Option Sales Tax (SPLOST) fund approved in 2004, which was why staff recommended Council officially request the funds.

If funding were approved for the Gateway Bridge project, staff and the new transportation consultant would need to start the Department of Transportation (DOT) approval process again, which could take several years. As for the Peachtree Parkway/Crosstown Drive improvements, the funding would enable the City to work with the DOT to revise the concept report, reducing the scope of the projects, which currently included a traffic signal and lane improvements. If the revisions were approved, the City could still use the TIP funds allocated for construction.

Staff recommended removing the cart path from Cooper Circle to the BSC since there was no City funding budgeted and no other funding options were available. The project had also scored low on the recent cart path master plan matrix.

Borkowski said Staff had explored transferring funds from one TIP project to another, but the Atlanta Regional Commission (ARC) had said via e-mail that could no longer be done. The final decision would be made after it was known whether the request for additional SPLOST funding was approved. He added that, if the TIP projects were not let for construction by June 2011, the ARC could not guarantee funding would still be available. If the Board of Commissioners approved the request, the City had \$134,000 for design of the Gateway Bridge from the City's SPLOST funds.

Learnard clarified that this had been discussed before, but the agenda item would allow for the formal request. Borkowski said yes.

Sturbaum moved to approve the request to the Fayette County Board of Commissioners for funding the 2003 RTP projects as presented by staff. Learnard seconded.

Imker asked if coming up with the \$134,000 from SPLOST funds for the design of the Gateway Bridge would reduce the funding available for future plans for road and path maintenance. City Manager Bernard McMullen said it would not, as it was part of the reallocation of the SPLOST funds recently approved by Council. Imker clarified that it would not reduce the \$1 million set aside in the budget. McMullen said that was correct.

Fleisch asked about the Gateway Bridge and the tunnel at MacDuff Parkway and how it would add to the connectivity. McMullen said users of the path on the west side of MacDuff Parkway would either go left through the tunnel to get to the retail development or go right to the Gateway Bridge to get to the Line Creek Nature Area and the retail area on the south side of 54 West. It would be another means of crossing over SR 54. Imker asked if the bridge would support residents on the Planterra side of SR 54 as well. McMullen said it would, adding there was a path from Planterra to the Nature Area.

Sturbaum restated the motion. Learnard re-seconded. McMullen clarified that the motion included cancelling the BSC path project. Sturbaum and Learnard confirmed this. The motion carried unanimously.

11-10-02 Consider Appointment of Interim City Manager

Haddix asked for a motion to adjourn into a short executive session for a personnel matter. Sturbaum moved to adjourn into executive session for personnel. Imker said he did not think that was necessary, asking if the matter could be discussed in public. City Attorney Ted Meeker said it was Council's prerogative. The motion died for lack of a second.

Learnard moved to appoint Nikki Vrana as the interim city manager effective January 1, 2011. Fleisch seconded. Sturbaum asked if Council had considered Randy Gaddo, which was why he had wanted to go into executive session. Learnard rescinded her motion.

Sturbaum moved to convene in executive session for personnel at 7:20 p.m. Learnard seconded. The motion carried unanimously.

The regular meeting reconvened at 7:27 p.m.

Fleisch moved to appoint Nikki Vrana as the interim city manager effective January 1, 2011. Sturbaum seconded. The motion carried unanimously.

11-10-03 Consider Reclassification of Cart Path Supervisor

Administrative Services Director Nikki Vrana explained that the reclassification was a housekeeping item. It was discovered through a review of job descriptions by the Public Services director that not all the duties of the cart path supervisor had been reported. When those duties were added, the pay grade changed (from grade 276 to grade 277), resulting in a pay increase of \$8.79 per pay period. The cart path supervisor would be compensated equally for the work that was done.

Sturbaum moved to approve the reclassification of the cart path supervisor as recommended by staff. Fleisch seconded. The motion carried unanimously.

11-10-04 Consider Authorization to Submit TE Grant Application

Planner/Economic Development Coordinator Tony Bernard said the Transportation Enhancement (TE) grant program had been set up by the federal government (administered by the state DOT) to enrich the experience of motorists, bicyclists, and pedestrians through enhancements to the transportation system. Staff was requesting the City submit an application for funding for enhancements on SR 54, from the intersection of SR 54/SR 74 to City limits on SR 54 West. The grant would fund 80% of the construction. A 20% local match was required, which would cover the planning and engineering costs. The additional costs associated with the request included \$50,000 for a two-year maintenance agreement and approximately \$16,000 per year after that for the increased maintenance costs associated with the landscape enhancement. As part of the grant application, staff was required to document that the City would provide the local match.

Learnard questioned the two-year maintenance agreement. McMullen said that, typically, as part of the bid specifications, contractors were required to provide two years of maintenance, which

provided for replacement of plantings that did not survive. After those two years, it would become part of the City's regular maintenance contract.

Imker asked if the matching funds had been included in the budget. McMullen said they had not, and additional funding would have to be approved by Council. Imker asked if the \$42,000 match would be needed the first year. McMullen said it would have to be appropriated when the grant was awarded. Imker noted that the memo stated the City had received over \$500,000 in this type of grant funding, and he could support spending \$40,000 to get \$200,000.

Learnard moved to approve the submittal of a grant application for funding as part of the TE grant program as presented by staff. Fleisch seconded. The motion carried unanimously.

11-10-05 Discuss and Consider RTR Mayoral Representative

Haddix noted the memo, which indicated several members of Council wanted to have the mayors in the County reconsider their vote on the representative to the Regional Transportation Roundtable (RTR). Haddix opened the floor for public comment prior to Council discussion.

Robert Brown asked Council to drop the agenda item, adding that it would be an extreme disservice to the City if the mayor of one of the smaller towns served on the board.

Ray Watt said they needed to find out more about the Three Rivers Regional Commission before making a decision. The last Council was always voting 3-2, and now the current Council was 3-2. Mayor Haddix should be the representative.

Jim Richter told Council he was astounded, and they had no right to remove Haddix from the RTR. Council had nothing to do with the appointment, and they should have nothing to with removing him. He urged them to drop the matter.

Steve Brown said he supported all of Council. He knew they could work together to overcome obstacles within the body. He continued that the issue of the County moving from the Atlanta Regional Commission (ARC) to Three Rivers probably came up for a vote too soon, but there were things the County needed to seriously consider. He referred to the proposed Outer Perimeter map and the congestion map, saying those roads were mirrored in the Outer Perimeter plan. He had been told it would never get built because it was not an interstate but felt it would get built and would cut the County in half. The formula used for determining priority was based on congestion. In addition, there was the Concept 3 mass transit plan that regional representatives put in place with bus routes coming into the County from Clayton, Fulton, and Coweta counties, which did the County no good. Most of the routes were east-west, while the majority of County residents traveled north-south. During his term as mayor, the City received more money from DOT than any other four-year period in the City's history. He was unanimously chosen to chair the Metropolitan Atlanta Mayors Association (MAMA). There was a lot of hype from certain special interest groups, but the people in the regions cared about their districts. The six mayors in north Fulton County had put together their own project list, and they would get the funding because their roads were highly congested. While they had received \$80 million in federal planning grants to put their projects together, none of the County's leaders had

put anything together. The County could get some projects, but when looking at sheer numbers, the County's chances were not very good. The facts regarding Three Rivers had been skewed. Brown continued that he had not been allowed to speak at the Association of Fayette County Governments (AFCG) meeting. He had not been allowed to give an intelligent, opposing view to Fayetteville Mayor Ken Steele, who would be the representative to the RTR if it were not Haddix. Brown said Steele had done everything Clayton, Fulton, and DeKalb counties had wanted him to do. Brown wanted Haddix to do a good job.

Dolly Watt asked who wanted to remove Haddix from the RTR and why. Haddix said that question would be answered when the discussion came to Council.

Bob Ross said he had confidence in Council. Peachtree City was a great city, and it started with its leadership. Dealing with a regional government was a new issue, and everyone needed to slow down and gather more facts. They were doing the right thing by getting the facts and looking at alternatives. Before any action was taken they should look at who would replace Haddix, probably Mayor Steele, and his track record was not the best for the County.

Haddix closed public comment and opened the Council discussion.

Lernard said she had been thrilled when she first learned Haddix had been appointed to the RTR. She had believed there was no better person to fight for the City and the County. Fayette County had two representatives on the RTR. When the first move that was made was to make it clear that Fayette did not want to be in the group, she had to wonder how effective Fayette County could be in that group. Citizens in the City and County had a tremendous amount riding on these vastly important and critical issues. She had concerns about how effective Fayette County could be at this point.

Dolly Watt asked why they had not looked into moving to Three Rivers. She understood that would happen before kicking someone off the RTR. Fleisch said moving to Three Rivers had been discussed at the October 21 meeting. Watt said her impression was they were looking into both options further. She was very disappointed in Council. Haddix said the vote that night had been 3-2.

Imker echoed Lernard's comments. He said the County's reputation in the ARC had been irreparably damaged, and Haddix was a liability to the County if it remained in the ARC. According to his information, the other members of the RTR had noticed. Imker did not see how fruitful negotiations could take place when one person had identified himself as not wanting to be there. All they wanted at this meeting was to ask the County mayors to reconsider their vote.

Richter said Council was presumptuous to demand the Mayor's resignation when they had no authority to do so. They had no right to lambast an elected official. They should let him do his job. Nothing good would come out of this nonsense with three of the Council Members against the other two.

Robert Brown took extreme exception to Learnard's and Imker's comments that the County would not get anything because its representative was opposed to being a member of the ARC, saying the County would not get anything out of the ARC anyway. It was better to have someone who would stand up and fight for what was best for Fayette County than to have a representative that would vote for mass transit and the Outer Perimeter.

Fleisch said all Council was asking for the mayors to reconvene and choose another representative.

Sturbaum read the following statement:

Our last council meeting presented us with a situation and slides concerning the ARC and HB 277 along with the role Fayette County would play in this program going forward.

The Mayor discussed several slides to the group two weeks ago. It was voted to remain in ARC. The Mayor then noted that he would push for the improvement of the 85/74 intersection which is in Fulton County but helps Fayette. That sounds like teamwork.

Last Friday afternoon, a letter seeking the resignation of the Mayor off the RTR was transmitted out to the Mayor, Mr. Meeker and I. This is not the way to conduct business. This council is not guided by the rules of "Survivor". You do not vote someone "off the island" because you disagree with them. I would hope that there is not a level of this support at the ARC since others may disagree at the RTR on project allocations. I would expect an agency with this much responsibility and potential taxpayer funding to encourage alternative opinions and address said issues.

There is entirely too much "big government" happening in today's time. There is nothing wrong in objecting to a position or offering an alternative. This issue was evident this past Tuesday.

Democracy is built on disagreements and stating that one would be ineffective based on a position is incorrect. Kennedy did not remove Adlai Stephenson at the UN Debates during the Cuban Missile Crisis and it paid off immensely. The Mayor should not resign based on his critique.

In closing, stay on the RTR, work with the other members and use our county transportation plan to the maximized position available. We as a council should support your efforts at the RTR and bring forward ideas similar to what your fellow county mayors will bring forth.

Steve Brown said that, when HB 277 was in the news, the Fulton County mayors got together and demanded the entire 10-county region conform to their will and make everyone pay for Metropolitan Atlanta Rapid Transit Authority (MARTA). They had since quieted down, someone was consoling them, and they would try to get their way. Brown recalled he was the

odd person out on the TDK Boulevard extension. Everyone had said it would relieve 25% of the traffic on SR 54 West. Brown said the road had nothing to do with traffic relief. The road was later abolished, and his predecessor as mayor had to admit the extension of the road into Coweta County was not in the best interests of the City. Haddix had been looking for alternatives, which was not a bad thing. The "we're all going to go along to get along" attitude at the ARC level would not work. Everyone had an equal vote on the RTR, but the RTR did not select the projects. The projects filtered through several layers of committees, then the RTR voted on what was handed to them. If there was nothing on the plate, it did not matter if there was equal representation or not. The referendum was based on popular vote, which was where Fayette County would be slaughtered. Every registered voter in the County could vote no, and the County would still lose.

Fleisch said it was a misconception that Peachtree City was the only city asking Haddix to be replaced as the RTR representative. She read from a letter dated November 4, 2010, from the Town of Tyrone that had been signed by Council Members Tracy Young, Eric Dial, Ken Matthews, and Gloria Furr and just approved at their meeting that same night. The letter read:

Several months ago, a debate began about leaving the Atlanta Regional Commission (ARC) and joining the Three Rivers Regional Commission (TRRC.) The reasons for leaving ARC are primarily related to the Transportation Investment Act of 2010 (HB 277.) This debate began with Mayor Don Haddix, Mayor Don Rehwaldt, and Steve Brown announcing their desire to move to TRRC. We, the undersigned, recognize their views and opinions but do not wholly support them.

After reviewing the pros and cons of such a move, the Council publicly discussed this topic at length and the consensus was to remain with the ARC. With the amount of information provided, the Council has decided that leaving ARC to join TRRC is not in the best interest of the citizens of Fayette County.

Due to the adverse effect this public debate is likely to have on Fayette County, we believe it would be wise for Mayor Haddix to resign as Fayette County's Mayoral Representative to the Regional Transportation Roundtable. This recommendation is in conjunction with that of the Peachtree City Council dated October 29, 2010.

We respectfully request that the mayors reconvene for the specific purpose of electing a new representative to serve on the Regional Transportation Roundtable.

Fleisch added that the motion was also being voted on that night in Fayetteville and Woolsey. Imker added that he had spoken to Brooks and Woolsey, and those mayors also felt the County had been damaged by the representation on the RTR.

Bob Ross said no one-month tenure could irreparably damage a position on a board that would meet for a year. He had listened to other Councils, but he had elected this Council, and they were the ones who would carry out what was best for the City and the County. He asked if the other officials in the County had done the work that Haddix and the Council had done. He did

not think they had the basis to make the decision. Their opinions were a piece of the puzzle, but not overwhelming evidence.

Imker said Council voted two weeks ago to stay in the ARC. The material presented by the Mayor had not given him all the pros and cons on making the change. Three Rivers had not even been asked if Fayette County could join. There were still many questions. After the Council vote on October 21, the Mayor was still out advocating a move to Three Rivers. The other RTR members had noticed that. Imker said he would not follow any path leading to an unknown destination.

Ray Watt asked why the vote had not been tabled on October 21. It sounded like no one could intelligently talk about Three Rivers as an alternative, possibly a better one. Fayette County would be a tail wagging the dog. Imker said he left the option open to vote again. When he had more information, his vote might change, but he could not do that now.

Robert Brown said it sounded as though Imker was ready to vote to ask the County mayors to oust Haddix as the representative even though no one knew where that would leave the County. Imker said he had a one-on-one with Mayor Steele and the mayors of Brooks and Woolsey. The misinformation and misrepresentation of points of their positions had been astounding. He could only go by what he had been told personally by those individuals. They were not lying to him, and he would not accuse them of lying.

Steve Brown said that Ken Steele and Jack Smith said they would not support mass transit at public meetings, but they voted time and time again to do so. Brown said he had stumbled upon some records at ARC that showed the vote. He also found that the County Engineer had been directed to vote for mass transit at his committee, too. He did not believe they were honest and upstanding guys. Brown continued that he, through MAMA, and Steele, through the GMA, had fought for legislation that would give fair and equal funding to municipalities under SPLOST. Prior to that, how much money each jurisdiction obtained was decided at the county level. Then, Steele said Fayette County did not have to comply with the legislation since it was a different situation. Peachtree City was shorted tens of millions of dollars and Fayetteville made out like a bandit. Ken Steele did not have a halo, and Brown said he could provide more stories. Brown referred to the October meeting of the AFCG, saying people were not allowed to speak when their opinions were feared. Brown continued that he had tried to counter a misinterpretation of what was going on, and Steele told him to put his hand down and that he could not speak. When Haddix had tried to speak, Steele said Haddix's opinion was not valid and they did not care about his opinion.

Scott Hollowell said he had attended that AFCG meeting and Haddix had been cut off, but he had plenty of opportunity to speak during the meeting. His understand was that only elected officials were allowed to speak at those meetings, and Brown was not in office at that point. Haddix said the floor was opened for public comment at the end of the meeting, and no one chose to speak. The only person denied the right to speak at any point was Steve Brown.

John Munford of *The Citizen* noted that he had attended the same RTR meeting Haddix attended, saying that another person specifically said the final vote on the project list was from the 21-member RTR. The list started with the regional transportation director and a five-person executive committee, but the final vote was with the full RTR.

Haddix said the RTR did have the final vote, but the RTR did not establish the projects on either the constrained or unconstrained list. The projects could be shuffled. The RTR could move projects off the unconstrained list to the constrained list, and vice versa, but they could not add projects to the list. The RTR did not establish who paid for what; the DOT did that. A city or county could submit projects, but the DOT determined whether it was a local, regional, state, or federal project and whether it met the criteria to be considered a project. As far as who was spreading all the information, it was Mayor Ken Steele who kept misrepresenting a lot of facts. He did not want to admit he supported rail in Fayette County. Haddix said he had been chastised by Steele for not supporting rail at a Chamber of Commerce luncheon in 2008. He read from an e-mail from Tyrone Mayor Don Rehwalt:

As I have attended almost all of the Governmental Affairs luncheons at the Chamber for the past 3 years it is difficult to recall any details except that I do recall that Mayor Steele was consistently in favor of transit coming to Fayette County (as were most of the attendees that spoke).

Haddix continued that he had been told he was not doing it right; that he should be worried about projects. He held up his RTR handbook. The schedule for the fourth quarter included adopting criteria for the projects list, not put the list together. The DOT already had over 5,000 projects on the list because they had been pulling them from the counties' transportation projects. The first quarter of 2011 was when cities could submit extra projects. They could not submit them earlier because there was nothing to evaluate them by. There was no criteria list. In the second quarter, DOT was scheduled to evaluate the projects and whether they fit the criteria list that the director established. If they did, the projects would move forward. The point for submitting projects was not until next year. The DOT established the pricing on projects and determined if a project met the criteria, as well as its impact and prioritization. The RTR could play with the list in limited scope, then vote the list up or down. Haddix asked whether the Council Members had read the bill. Fleisch, Imker, and Learnard said they had. Haddix asked if there was power of removal in the bill. Fleisch said there was not. Haddix asked Meeker if there was anything in the bill about the power of removal. Meeker said the consistent answer was no. Haddix said Council had no power to remove him. The mayors had no authority to remove him. Fleisch said they appointed him, and she believed they had the power to remove him. Haddix said there was no power of removal in the bill, and Meeker had just concurred that was not in the bill.

Sturbaum said the discussion needed to end, and Haddix needed to go do his job at the RTR.

Fleisch moved to request that the mayors of Fayette County reconvene and select a new regional transportation representative. Learnard seconded.

Sturbaum referred to Morse vs. Jacky, 1906, when the Courts had ruled that when a civic municipality or a county made a motion of something it had no authoritative or administrative authority on; it was rendered null and void. Fleisch said they were only making a request. Sturbaum removed himself from the vote. Meeker said he viewed it as similar to resolution; they were speaking out on a topic.

Haddix said it was a pointless resolution because there was no authority to remove him. He referred to the comments that he was alienating the other members of the RTR. He said he had been approached by DOT and other agencies. They were trying to pacify him. He sat next to the Clayton County chairman, and they got along fine. He got along well with the other members of the board. There was no combat going on. They all agreed in some areas. He had brought up that golf carts were not allowed. He was getting other mayors on board to change that element of the criteria to allow golf cart projects to be funded. He would get that through. He was the only one attending the meetings, and the information was coming from Ken Steele, who had an agenda. He had been to all the meetings, and the RTR members agreed things needed to change. They all agreed on Concept 3, which was part of HB 277, and would be on the project list. He explained that Concept 3 included a bus line from Newnan to Peachtree City to Fayetteville, then splitting into four or five prongs, some going into Clayton County. There was a rapid bus line and commuter rail with stops in Tyrone, Peachtree City, and Senoia. It would not happen, but if it was with Concept 3 as a constrained list item, it would happen. Fayette County had no say in that constrained list. He was not resigning, and they could not remove him. Council could not get the mayors to remove him.

Imker said a change could happen. According to HB 277, the RTR was not finalized until the next week. Haddix said that was false. Fleisch added that the formal RTR list had to be set by November 10, according to the bill. Haddix read, "The roundtable membership must be chosen by November 10." Haddix said his name was on the membership list. Imker said that, if Haddix's name was on the list on November 10, he would apologize at a public meeting.

The motion carried 3-2 (Haddix, Sturbaum).

Council/Staff Topics

Hot Topics

McMullen reported that the soil work on the Camden Apartments' property for the path to MacDuff Tunnel should be done the next week. The analysis would be sent to City Engineer Dave Borkowski, who would revise the cost estimate for the project.

Sturbaum said he had received an e-mail about the Community Emergency Response Team (CERT) winning first and second place at a competition in Columbus. Based on the e-mail, the eight-person team had been broken into two teams, then took first and second place. They also received approximately \$4,000 in equipment. Police Chief Skip Clark said they had just gotten back, and he would get the information to Council by the next meeting.

Sturbaum moved to reconvene in executive session for the potential acquisition of real estate and personnel matters at 8:28 p.m. Fleisch seconded. The motion carried unanimously.

Sturbaum moved to reconvene in regular session at 8:44 p.m. Imker seconded. The motion carried unanimously.

Sturbaum moved to approve the separation agreement with John Dailey. Fleisch seconded. The motion carried unanimously.

There being no further business to discuss, Learnard moved to adjourn. Sturbaum seconded. The motion carried unanimously. The meeting adjourned at 8:44 p.m.

Pamela Dufresne, Deputy City Clerk

Don Haddix, Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Bernard J. McMullen, City Manager 

FROM: Paul J. Salvatore, Financial Services Director 
Janet I. Camburn, Assistant Finance Director

DATE: November 11, 2010

SUBJECT: Budget Amendments – Fiscal Year 2010
November 18, 2010 City Council Consent Agenda

Recommendation:

It is Staff's recommendation that City Council approve the attached budget amendments to amend the 2010 budget resolution.

Discussion:

Attached please find budget amendments 10-035 through 10-043 for fiscal year 2010 submitted for your approval. These budget amendments are housekeeping in nature and are necessary to prepare for the annual audit and to issue financial statements for the fiscal year ended September 30, 2010.

Budget Impact:

The proposed budget amendments effect the General Fund, several Special Revenue Funds, a Debt Service Fund, several Capital Projects Funds, and the Amphitheater Fund. A separate reconciliation is provided for the net effect on each fund.

If you have any questions, please do not hesitate to contact either Paul Salvatore or Janet Camburn.

Thank you for your attention to this matter.

Attachments

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 10-035

DATE September 30, 2010

NEW ACCOUNT	PROJECT	DESCRIPTION	INCREASE	DECREASE
202-3210-371000		Donations	5,235	
202-3210-531175		Operating Supplies	5,235	
203-3210-351321		State Confiscated Funds	3,407	
203-3210-531175		Operating Supplies	3,407	
205-0000-389025		Surplus Carryover	1	
205-6510-531175		Operating Supplies	1	
207-6110-347930		Concession Fees - Youth	393	
207-6110-531175		Operating Supplies	393	
211-3210-342900		Other Charges - Police	230	
211-3210-523700		Education & Training	518	
211-3210-531175		Operating Supplies		288

To amend 2010 budgets for Special Revenue Funds at fiscal year end (housekeeping).

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 10-036

DATE September 30, 2010

NEW ACCOUNT	PROJECT	DESCRIPTION	INCREASE	DECREASE
233-6129-347903		Field Account Fees	1,730	
233-6129-541200		Site Improvements	1,730	
235-6129-347907		Other Revenue - Fees	499	
235-6129-541200		Site Improvements	499	
237-6129-347907		Other Revenue - Fees	1,580	
237-6129-541200		Site Improvements		125
237-6129-541300		Buildings	1,705	
238-6129-347907		Other Revenue - Fees	380	
238-6129-541200		Site Improvements	380	

To amend 2010 budgets for Special Revenue Funds at fiscal year end (housekeeping).

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 10-037

DATE September 30, 2010

NEW ACCOUNT	PROJECT	DESCRIPTION	INCREASE	DECREASE
239-6129-347903		Field Account Fees	7,665	
239-6129-541200		Site Improvements	7,665	
240-6129-347907		Other Revenue - Fees	820	
240-6129-541200		Site Improvements	820	
265-0000-361100		Interest Earnings	6	
265-0000-311790		Franchise Fees		6,000
265-0000-389025		Surplus Carryover	7,099	
265-6190-522300		Rentals	1,420	
265-6190-521245		Contractual Services	465	
265-6190-523100		Liability Insurance	1,120	
265-6190-531270		Gasoline	350	
265-6190-531650		Small Tools & Equipment		1,000
265-6190-523500		Travel		500
265-6190-521200		Professional Services		750
275-0000-314100		Hotel/Motel Tax Revenue	27,559	
275-1505-611110		Operating Transfer to Fund 100	9,187	
275-1505-572016		Transfer to Tourism Assoc.	18,372	
100-0000-391275		Operating Trfr from Fund 275	9,187	
100-0000-389025		Surplus Carryover		9,187

To amend 2010 budgets for Special Revenue Funds at fiscal year end (housekeeping). Includes corresponding budget amendment in the General Fund for Hotel/Motel Tax.

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 10-038

DATE September 30, 2010

NEW ACCOUNT	PROJECT	DESCRIPTION	INCREASE	DECREASE
400-0000-391200		Operating Transfer from GF	5,157	
400-8000-581294		Bank of America (All Pts. #5)	5,157	
100-1505-611400		Operating Trfr to Fund 400	5,157	
100-1505-579135		Contingency - Gen Admin.		5,157

To amend 2010 budgets for Debt Service Funds at fiscal year end (housekeeping). Includes corresponding budget amendment in the General Fund for Operating Transfer.

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 10-039

DATE September 30, 2010

OLD ACCOUNT	PROJECT	DESCRIPTION	INCREASE	DECREASE
329-3510-341325		Impact Fees - Fire Protection	61,169	
329-3210-341327		Impact Fees - Police	9,059	
329-1511-341328		Administrative Fees	2,130	
329-0000-391200		Transfer from General Fund	198,166	
329-0000-389025		Surplus Carryover		270,524
100-1505-611329		Operating Trfr to Fund 329	198,166	
100-0000-389025		Surplus Carryover	198,166	

To amend 2010 budgets for Impact Fee Fund at fiscal year end (housekeeping). Includes corresponding budget amendment in the General Fund for Operating Transfer.

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 10-040

DATE September 30, 2010

OLD ACCOUNT	PROJECT	DESCRIPTION	INCREASE	DECREASE
565-0000-391200		Operating Trfr from Fund 100	75,000	
565-6180-347300		Summer Concert Series		32,000
565-6180-347307		Community Events		10,000
565-6180-347960		Sponsors		27,000
565-6180-347963		Sponsors - Community Events		4,000
565-6180-347931		Concession Fees - Amph		3,000
565-6180-381001		Facility Rental - Amph	7,500	
565-6180-347310		Handling Fees	2,900	
565-6180-347908		Other Charges - Amp	3,800	
565-6180-522200		Repair & Maint. Building	15,000	
565-6180-523200		Liability Insurance	11,500	
565-6180-573118		Programs - Opening Acts		3,000
565-6180-573119		Programs - Community Events		3,500
565-6180-521300		Technical Services		4,000
565-6180-531175		Operating Supplies		2,800
100-1505-611565		Operating Trfr to Fund 565	75,000	
100-0000-389025		Surplus Carryover	60,000	
100-1505-579100		Council Contingency		15,000

To amend 2010 budgets for Amphitheater Fund at fiscal year end (housekeeping). Includes corresponding budget amendment in the General Fund for Operating Transfer.

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 10-041

DATE September 30, 2010

OLD ACCOUNT	PROJECT	DESCRIPTION	INCREASE	DECREASE
100-7210-323120		Bulding Permits	100,000	
100-3210-351170		Municipal Court Fines	250,000	
100-9999-349904		Tourism (CVB) Reimbursement	27,500	
100-000-389025		Surplus Carryover		378,272
100-1505-512600		Unemployment Insurance	16,000	
100-1535-531230		Electricity	5,600	
100-1535-511300		Overtime Salaries		1,500
100-1535-522200		Equipment Repair & Maint		1,400
100-3210-521200		Professional Services		55,000
100-3210-531270		Gasoline		60,000
100-3510-511100		Regular Salaries		80,000
100-4250-531290		Stormwater Utility Charges	260	
100-6110-511100		Regular Salaries		39,000
100-6110-512100		Group Health Insurance		15,000
100-6110-522140		Landscape Services		24,000
100-6510-511200		Part-time/Temporary		22,000
100-6510-551200		Professional Services		11,000
100-7210-521245		Contractural Services	180,000	
100-7410-511100		Regular Salaries	2,000	
100-7545-511100		Regular Salaries	27,500	
100-1552-579145		Contingency - Savings	76,768	

To amend 2010 budgets for General Fund at fiscal year end (housekeeping), in addition to previous amendments associated with other funds.

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 10-042

DATE September 30, 2010

OLD ACCOUNT	PROJECT	DESCRIPTION	INCREASE	DECREASE
350-1505-611359		Operating Trfr to Fund 359	1,032	
350-1511-540049		PIP Contingency		566
350-0000-361100		Interest Revenue	209	
350-0000-361129		Interest Revenue - 2001 B&M	257	
359-1511-540049		Contingency	1,032	
359-000-391350		Operating Trfr from Fund 350	1,032	
355-1505-611359		Operating Trfr to Fund 359	618	
355-1511-540049		PIP Contingency		423
355-000-361100		Interest Revenue	195	
359-1511-540049		Contingency	618	
359-000-391350		Operating Trfr from Fund 350	618	

To amend 2010 budgets for Capital Projects Funds at fiscal year end (housekeeping) in order to close FY 2004 and FY 2005 Capital Projects Funds (all projects are complete or have been transferred to other funds).

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 10-043

DATE September 30, 2010

OLD ACCOUNT	PROJECT	DESCRIPTION	INCREASE	DECREASE
359-0000-391200		Operating Trfr from Fund 100	12,500	
359-9999-341321		Impact Fees - Facilities		12,500
100-1505-611359		Operating Trfr to Fund 359	12,500	
100-0000-389025		Surplus Carryover	12,500	
330-0000-391200		Operating Trfr from Fund 100	36,500	
330-9999-341321		Impact Fees - Facilities		36,500
100-1505-611330		Operating Trfr to Fund 330	36,500	
100-0000-389025		Surplus Carryover	36,500	

To amend 2010 budgets for Capital Projects Funds at fiscal year end (housekeeping). Includes corresponding budget amendment in the General Fund for Operating Transfer.

CITY OF PEACHTREE CITY

BUDGET AMENDMENTS - FISCAL YEAR 2010

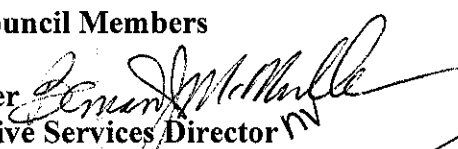
November 18, 2010

General Fund	Increase both revenues and expenditures by \$306,394
DARE Program Fund	Increase both revenues and expenditures by \$5,235
State Seizures Fund	Increase both revenues and expenditures by \$3,407
Library Sales Tax Fund	Increase both revenues and expenditures by \$1
Youth Council Fund	Increase both revenues and expenditures by \$393
Explorer Troup Fund	Increase both revenues and expenditures by \$230
KPTCB Fund	Increase both revenues and expenditures by \$1,105
Hotel/Motel Tax Fund	Increase both revenues and expenditures by \$27,559
Athletic Fee Funds (Combined)	Increase both revenues and expenditures by \$12,674
Impact Fee Fund 329	No effect on revenues and expenditures in the fund
PIP Fund 350	Increase both revenues and expenditures by \$466
PIP Fund 355	Increase both revenues and expenditures by \$195
PIP Fund 359	Increase both revenues and expenditures by \$1,032
PIP Fund 330	Increase both revenues and expenditures by \$618
Debt Service Fund	Increase both revenues and expenditures by \$5,157
Amphitheater Fund	Increase both revenues and expenditures by \$13,200

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 
Administrative Services Director 

FROM: Public Information Officer/City Clerk 

DATE: November 11, 2010

SUBJECT: Consider Ordinance Amendment – Administrative Ordinance, Qualifications
for City Manager
November 18, 2010, City Council Meeting

Recommendation:

That Council adopt the attached ordinance amendment.

Discussion:

With the pending retirement of the City Manager, staff reviewed the requirements for qualifications in filling the position. During that review, staff discovered that Sec. 2-88 of the Administration Ordinance requires the City Manager to reside in the City. However, current state law prohibits municipalities from imposing this requirement:

O.C.G.A. 45-2-5 Municipal or county governments not to require residence as condition of employment

No municipal or county government in this state shall require as a condition of employment by such government that applicants for employment as officers or employees, or such officers or employees now or hereafter employed, must reside within the boundaries of the municipality or county.

The proposed amendment is a housekeeping matter to bring Peachtree City's ordinance into compliance with State Law.

Budget Impact:

This item has no budgetary impact.

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF PEACHTREE CITY, GEORGIA, AS AMENDED, SO AS TO PROVIDE FOR QUALIFICATIONS FOR THE CHIEF ADMINISTRATIVE OFFICER; TO REPEAL CONFLICTING ORDINANCES EXCEPT AS HEREIN EXPRESSLY PROVIDED; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

NOW THEREFORE, BE IT AND IT IS HEREBY ORDAINED by the City Council of the City of Peachtree City, that:

Section 1. Article V, Boards, commissions and authorities; Division 6, Recreation Commission; of Chapter 2, Administration, of the Code of Ordinances of the City of Peachtree City, Georgia, as amended, be repealed in its entirety and replaced as follows:

Sec. 2-88. Qualifications.

(a) The chief administrative officer shall be selected on the basis of his character and his executive and administrative qualifications with special reference to his actual training and experience in the administration of city government.

(b) Neither the mayor, nor any councilman shall receive such appointment during the term for which he shall have been elected, nor within two years after the expiration of his term.

Deleted: At the time of his appointment, such officer need not be a resident of the city, but during his tenure he shall reside within the city.

Section 3. 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 4. 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 5. This ordinance shall be in full force and effect upon its official adoption by the City Council.

This _____ day of _____ 2010.

Don Haddix, Mayor

Attest: _____
City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager *Donna McWally*
Administrative Services Director *RV*
Public Information Officer / City Clerk *ps*

FROM: Community Development Director *David*

DATE: November 2, 2010

SUBJECT: Reaffirm Multi-Family Rezoning Moratorium
November 18, 2010, City Council Meeting

Recommendation:

That Council reaffirm the Multi-Family Rezoning Moratorium.

Discussion:

In 1999, Council adopted an ordinance directing staff "to accept no applications seeking to zone or rezone property to any designation that would allow the development of the property as multi-family." Property owners requesting this type of zoning must first request that Council lift the moratorium as it applies to their property, before submitting the rezoning request to staff. The moratorium expires each year, at which time Council must consider the moratorium to determine if it should be reaffirmed for an additional year.

A copy of the referenced ordinance, which expires in November 2010, is attached for your review.

Budget Impact:

The only budgetary impact associated with reaffirming the moratorium is the possible loss of impact fee revenue associated with the multi-family development in Peachtree City.

Attachment

ARTICLE XIV. MULTI-FAMILY--REZONING MORATORIUM*

Sec. 1401. Purpose.

In order to protect the health, safety, and welfare of its citizens, the city has determined that a moratorium on the zoning or rezoning of property for development of multifamily housing needs to be adopted and enforced for all property in the City of Peachtree City not currently zoned for use as multifamily.

This moratorium is intended to promote: the orderly development of property in the city; maintain the high quality of police services now provided; maintain the high quality of emergency and fire services now provided; maintain the quality of education now provided; maintain the high quality of life now existing; help reduce traffic congestion; and ameliorate air quality standards.

Sec. 1402. Findings.

The mayor and council have made the following findings of fact in consideration of this moratorium:

- (a) The development of additional multifamily housing would create a significant burden on the police department and emergency and fire departments for the city;
- (b) The development of additional multi-family housing would overburden area schools
- (c) The development of additional multi-family housing would exhaust available resources, thus reducing the quality of life now existing; and
- (d) The development of additional multi-family housing would increase traffic congestion, which also reduces air quality.

Sec. 1403. Moratorium.

The Mayor and Council of the City of Peachtree City hereby directs its staff to accept no applications seeking to zone or rezone property to any designation that would allow the development of the property as multi-family.

- (a) Multi-family shall include apartments, townhouses, duplexes, condominiums and assisted living facilities.
- (b) This moratorium shall be in effect for a period of one year and shall automatically expire if not reviewed by the mayor and council and if deemed necessary, renewed.
- (c) This moratorium shall not apply to property already zoned for use as multifamily.

Sec. 1404. Appeals.

Any party with an ownership interest in property in the city that believes said property owner is severely prejudiced by this moratorium may file an application with the city planner requesting that the mayor and council remove the moratorium as it applies to the property.

- (a) The application shall be accepted by the city planner and placed on the council agenda after being properly advertised, and then, considered by the mayor and council.
- (b) City staff shall only provide council with current land use and zoning information regarding the subject property and its surrounding properties and shall not make a recommendation to council on the application to lift the moratorium.
- (c) In the event council lifts the moratorium, the property owner may then submit the request for rezoning following established procedures.
- (d) In the event council declines to lift the moratorium, the property owner shall have the same rights and follow the same procedures as those connected with the denial of a rezoning request.

SUMNER | MEEKER
ATTORNEYS AT LAW

THEODORE P. MEEKER, III

14 EAST BROAD STREET
NEWNAN, GEORGIA 30263

TELEPHONE 770-251-1750
FACSIMILE 770-251-1770

TO: City Council
City of Peachtree City

FROM: Theodore P. Meeker, III
City Attorney 

DATE: November 12, 2010

RE: Consulting Services Agreement with
David Snavelly, P.A., LLC

In connection with the adoption of the Wireless Telecommunications Facilities Ordinance, it is my recommendation that the City have on retainer a consultant who has the expertise to better scrutinize the information submitted in connection with an application for a new tower or antenna.

Based on the research done by staff, it is our recommendation that the City enter into a consulting agreement with David Snavelly, P.A., LLC. The proposed agreement and scope of services are attached. I have also attached Mr. Snavelly's resume, along with a report that Mr. Snavelly did for Bulloch County regarding a wireless telecommunications facility.

The fees for an application are being set at a level sufficient to cover the costs that the City will incur under its agreement with Mr. Snavelly.

TPM/jb
Enclosure

DAVID SNAVELY, P.A.

A PROFESSIONAL CORPORATION

ELECTRICAL ENGINEER
PRACTICE SPECIALIZING IN TELECOMMUNICATIONS

7027 W. BROWARD BLVD., #331
PLANTATION, FL 33317

DAVID SNAVELY, P.E.
Reg. TX and FL

www.davidsnavely.com

TELEPHONE: 954-792-9379
FACSIMILE: 954-302-3286
EMAIL: david@davidsnavely.com

FEE SCHEDULE, TOWER APPLICATION REVIEW

Engineering time (hr)	\$ 150.00
Package review, not requiring site visit	600.00
Package review, site visit, report	1800.00*
Package review, site visit, report, testimony	3150.00*

*includes all expenses; nothing additional billed to client.

Effective Aug. 24, 2010

PEACHTREE CITY, GEORGIA

Annual Contract for Consulting Services

AGREEMENT

THIS CONTRACT, made and entered into as of the _____ day of _____ 2010 by and between Peachtree City, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as the "City"), and David Snavely, P.A., LLC (hereinafter referred to as the "Consultant").

WITNESSETH THAT:

WHEREAS, the City desires to engage the Consultant to perform certain services relating to assisting the City with all applicable analysis of applications for Wireless Telecommunication Facilities and Antennas; and

WHEREAS, the Consultant is fully staffed with professional engineers, specialists and technicians and is fully equipped and has facilities to perform such analysis.

NOW, THEREFORE, the City and the Consultant in consideration of the promises and mutual obligations contained herein, the sufficiency of which is hereby expressly acknowledged, and under the conditions hereinafter set for, do agree as follows:

SECTION 1

EMPLOYMENT OF CONSULTANT

The City hereby engages the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth.

SECTION 2

SCOPE OF SERVICES

The Consultant shall perform and carry out services as specified herein in conformance with the standard practices and procedures of its profession. The times and locations of the services will be on an "as needed" project basis for the life of the contract. The City or its representative shall notify the Consultant, either verbally or in writing, as to the time, location and type of services required for each project. Since this is an annual contract and the need for services is not known at this time of execution, the City does not guarantee any

minimum amount. The City has set a maximum amount of this Contract at Thirty Thousand Dollars (\$30,000.00) for each fiscal year of the City. No work shall be performed by Consultant which will result in the value of this Contract exceeding Thirty Thousand Dollars (\$30,000.00) for any fiscal year of the City unless such additional expenditures are approved, in writing, by the City Council of the City prior to such work being performed by Consultant.

SECTION 3

SERVICES PROVIDED BY CONSULTANT

The Consultant agrees to perform the services in accordance with this agreement, the unit fee schedule, the unit fee schedule and the general conditions, all of which are set forth in the Proposal submitted by Consultant, a copy of which is attached hereto as Exhibit "A" and is incorporated into the contract by express reference. All services shall be performed in accordance with applicable standards and acceptable engineering practice. Any modifications to this contract shall be in writing and shall be made only with the express approval of the parties hereto. Any modifications to this contract must be approved by the City Council of the City prior to such modifications becoming effective.

The Consultant shall perform the work under the Contract in compliance with all applicable laws and in compliance with all applicable codes and in accordance with the degree of skill and professional competence required of persons in the profession of Consultant in the State of Georgia and that the Consultant has not practiced beyond the limits of its field of specialty or expertise.

The Consultant, by the execution of this AGREEMENT contracts that it is possessed of that degree of care, learning, skill and ability which is ordinarily possessed by other members of its profession and further contracts that in the performance of the duties herein set forth it will exercise such degree of care, learning, skill and ability as is ordinarily employed by persons licensed to practice in the State of Georgia under similar conditions and like circumstances and shall perform such duties without neglect, and shall not be liable except for failure to exercise such degree of care, learning, skill and ability. Any other provision of this Contract to the contrary notwithstanding, the Consultant shall not receive any fee on account of increases in cost resulting from change orders necessitated by errors or oversights of the Consultant.

As a condition for entry of this Contract, the Consultant represents, warrants and covenants that at the time of entry of this Contract, and during the term thereof, the Consultant shall observe and comply with all applicable laws governing equal employment opportunities, including the employment of persons with disabilities,

as defined by the Americans with Disabilities Act of 1991. Furthermore, the Consultant shall maintain a drug free workplace as required by Georgia law during the term of this Contract.

SECTION 4

SERVICES PROVIDED BY THE CITY OF PEACHTREE CITY

It is agreed and understood that certain services, if required, will be performed and furnished by the City in a timely manner so as not to delay the Consultant unduly in Consultant's performance of said obligations. The aforesaid services shall include the following:

- a. Information to the Consultant: Providing to the Consultant all task criteria, and full information as to the City's requirements for each work order.
- b. City Staff giving Notice of Problems: Giving prompt written notice to the consultant whenever the City or its representative observes or otherwise becomes aware of any defect in the project or any changed circumstances which might affect the Consultant's work on any assignment.
- c. Access to Property: Guaranteeing access to the work site and making necessary provisions for the Consultant to enter upon public and private property as required of the Consultant to perform his services under this Contract.

SECTION 5

CONTRACT TIME

The contract time for the services described in the Unit Practice Schedule is to commence immediately upon execution of this Contract by the City and shall expire on December 31, 2010. Thereafter, unless terminated as set forth herein or unless either party provides at least sixty (60) days written notice prior to the expiration date of the then-current term, this Agreement shall automatically renew for three (3) additional terms of one (1) year each, beginning on January 1 and ending on December 31 of each such succeeding year.. Any request for services to be performed by the Consultant on or before the contract expiration date shall constitute a valid order and the contract time shall be extended accordingly.

SECTION 6

COMPENSATION FOR SERVICES

As full compensation for the performance of services, the City shall pay an initial, non-refundable retainer fee in the amount of Five Hundred Dollars (\$500.00), which amount shall be credited to any sums owned to Consultant by City on the first invoice submitted to City by Consultant. Thereafter, City shall duly pay the Consultant the prices stipulated in the Unit Price Schedule included in the Peachtree City Request for Proposal, a copy of which is attached hereto and incorporated herein by reference as "Exhibit A". Such payment shall be made only for the actual quantities of work accomplished as determined and approved in writing by the City through inspections and measurements of the work completed.

- a. Payment: The Consultant shall bill for his services on a work order basis for actual work performed. Invoices shall be itemized according to the Unit Price Schedule attached hereto and incorporated herein by reference. Any variation from this fee schedule must be approved in writing by the City prior to execution of the work. Invoices for payment shall be submitted by the tenth (10th) calendar day of the current month for previous month's work to the Accounts Payables Department to facilitate processing for payment by the 30th of the current month.
- b. No unit price can be increased during the life of the contract, except with the express written approval of the City.
- c. The City has set a maximum amount of this Contract at Thirty Thousand Dollars (\$30,000.00) for each fiscal year of the City. No work shall be performed by Consultant which will result in the value of this Contract exceeding Thirty Thousand Dollars (\$30,000.00) for any fiscal year of the City unless such additional expenditures are approved, in writing, by the City Council of the City prior to such work being performed by Consultant

SECTION 7

GENERAL CONDITIONS

- a. Indemnification: Consultant agrees to protect, defend, indemnify, and hold harmless the City, its Council members, agents and employees for any liabilities, damages, claims, suits, liens, and judgments, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent caused, in whole or in part, by the Consultant. Consultant's obligation to protect, defend, indemnify, and hold harmless, shall also extend to any claims for the alleged infringement of any

patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort, or any actual or alleged violation of trade regulations arriving out of the performance of Consultant's duties under this contract.

- b. Outside Bids: The City has the right to solicit outside bids or let separate contracts.
- c. Subcontracting: The Consultant shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the City's prior written approval. The City will not approve any subcontractor for work covered by this Contract that has not been recommended for approval by the City.
- d. Audits and Inspections: At any time during normal business hours, and as often as the City may deem necessary, the Consultant shall make available for examination to the City and/or representatives of the City, for examination of all of its records with respect to all matters covered by this Contract. It shall also permit the City and/or its representatives to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other relating to all matters covered by this Contract. The Consultant shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on each project and used in support of its project proposal and shall make such material available at all reasonable times during the period of the Contract and for three years from the date of final payment under the Contract, for inspection by the City or any reviewing agencies, and copies thereof shall be furnished upon request. The Consultant agrees that this provision shall be included in any agreements it may make with any subcontractor, assignee, or transferee. Any fees incurred by the City in connection with such audit or inspection shall be at the expense of the City.
- e. Ownership, Publication, Reproduction and Use: All documents and materials prepared pursuant to this Contract are the property of the City. The City shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, maps, or other materials prepared under this Contract without according credit of authorship.
- f. Oral Agreements or Conversations: No oral agreements or conversation with any representative of the City, either before, during or after the execution of this Contract, shall affect or modify any of the Contract's terms or general conditions.
- g. Conflict of Interest: The Consultant agrees that it presently has no interest, and shall acquire no interest, whether direct or indirect, that would conflict in any material manner with the performance of its services

hereunder. The Consultant further agrees that no person having such an interest will be utilized in the performance of this Contract.

- h. Termination of Contract for Cause: If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant shall materially violate any of the covenants, agreements or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination, and specifying the effective date thereof, at least five (5) days before the effective date of such termination. Continual failure to maintain the scheduled level of effort as proposed and prescribed shall constitute cause for termination. In such event, all finished or unfinished documents, data, and reports prepared by the Consultant under this Contract shall become the property of the City, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such document, as well as for any other work performed as of the termination date.
- i. Termination for Convenience of City: The City may terminate this Contract for its convenience at any time by providing thirty (30) days written notice to the Consultant. If the Contract is terminated by the City, the Consultant will be paid compensation for those services actually performed. Partially completed tasks will be compensated on the basis of a signed Statement of Completion to be submitted by the Consultant which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

All expenses shall be properly documented and submitted to the City for processing and payment. The City Council shall be the final authority in the event of any disputes over authorized costs.
- j. Cooperation with Other Consultants: If the City undertakes or awards other contract for additional project-related work, the Consultant shall fully cooperate with such other consultants and City employees or appointed committee(s), and carefully accommodate its own work to such additional work as may be directed by the City. The Consultant shall not commit or permit any act which will materially interfere with the performance of work by any other Consultant or by City employees.
- k. Confidentiality: The Consultant agrees that its conclusions and any reports generated pursuant to a project are for the confidential information of the City and that it will not disclose its conclusions in whole or in part or any persons whatsoever, other than to submit its written documentation to the City, and will only discuss the same with the City or its authorized representatives.

Articles, papers, reports, or other materials reporting the results and findings of the work conducted under this Agreement, shall not be presented publicly or published without prior approval in writing by the City.

It is further agreed that if any information concerning a project, its conduct, results, or data gathered or processed should be released by the Consultant without prior approval from the City, the release of same shall constitute grounds for the termination of this Contract without indemnity to the Consultant, but should any such information be released by the City or by the Consultant with prior written approval of the City, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

- I. Consultant shall complete all necessary documents to comply with O.C.G.A. § 50-36-1 *et seq.*

SECTION 8

INSURANCE

Prior to execution of the contract, and at all times that this Contract is in force, the Consultant shall obtain, maintain and furnish to the City Certificates of Insurance from licensed companies doing business in the state of Georgia and acceptable to the City covering:

a. Statutory Worker's Compensation Insurance:

i) Employer's Liability

Bodily Injury by Accident - \$100,00000 each accident

Bodily Injury by Disease - \$500,00000 policy

Bodily Injury by Disease - \$100,00000 each employee

b. Comprehensive General Liability Insurance

i) \$1,000,000 limit of liability per occurrence for bodily injury and property damage

ii) Owner's and Contractor's Protective

iii) Blanket Contractual Liability

iv) Blanket "X", "C", and "U"

v) Products, Completed Operations Insurance

vi) Broad Form Property Damage

vii) Personal Injury Coverage

viii) Fire Legal Liability

c. Auto Liability

- i) \$1,000,000.00 limit of liability per occurrence for bodily injury and property damage
- ii) Comprehensive form covering all owned, non-owned and hired vehicles

d. Umbrella Liability Insurance

- i) \$1,000,000.00 limit of liability
- ii) Coverage at least as broad as primary coverage outlined under Items 1,2 and 3 above

e. Professional Liability Insurance

- i) \$1,000,000.00 limit of liability per occurrence for bodily injury and property damage

f. The shall be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.

g. The cancellation provision should provide 30 days notice of cancellation

h. Certificate holder should read:

City of Peachtree City

151 Willowbend Road

Peachtree City, GA 30269

i. Insurance Company must have an A.M. Best Rating of A-9 or higher.

j. Insurance Company must be authorized to do business in Georgia by the Georgia Secretary of State.

k. Insurance Company must be authorized to do business in Georgia by the Georgia Insurance Department.

SECTION 9

SUCCESSORS AND ASSIGNS.

City and Consultant each is hereby bound and the partners, successors, executors, administrators, assigns and legal representatives of each are bound, to the other party to this Contract and to the partners, successors, executors administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Contract.

Neither City nor Consultant shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Contract without the written consent of the other.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than City and Consultant.

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized agents, have signed and sealed this agreement.

Executed this _____ day of _____ 2010.

PEACHTREE CITY, GEORGIA

ATTEST:

BY: _____
Don Haddix, Mayor

Betsy Tyler, City Clerk (SEAL)

DAVID SNAVELY, P.A., LLC

ATTEST: _____

BY: _____

Title: _____

Title: _____

EXHIBIT A SCOPE OF SERVICES

Consultant is a certified engineer with the experience necessary to review the cellular tower applications submitted per the Peachtree City Wireless Telecommunication Facility Ordinance and check for compliance with Ordinance and other requirements as listed in this document.

Consultant shall review the cellular tower application(s) for, but not limited to, the following criteria:

- The need for the proposed tower based on cellular coverage.
- The need for the proposed tower based on cellular capacity.
- Justification for the height of the proposed tower and / or alternative design(s).
- Identify alternate suitable locations for the proposed tower or provide justification for the proposed location.
- Review the radio frequency data for FCC compliance.
- Review balloon test data, tower aesthetics, visual screening, and tree coverage at the proposed location.
- Interpret the radio frequency coverage data and all information submitted in the application.
- Provide written recommendations for the proposed tower that addresses aesthetics, function, alternative designs, alternative locations, coverage and capacity, and impact to the surrounding area.
- Conduct and document a site visit including the surrounding area.
- Produce propagation maps independent from those submitted by the applicants to support recommendations.
- The Consultant shall present the report and recommendation at the City Council meeting and, as needed, before the City Planning Commission.
- The Consultant shall be available for discussion and meetings regarding the application(s).

Requests to the applicant for additional information should be included in the Consultant's Report and coordinated with the Peachtree City Department of Community Development. Requests for additional information that are not addressed by the applicant shall also be noted in the report.

The written recommendation (Consultant's Report) shall be processed within three (3) weeks from the receipt of the application. The applications will be forwarded to the Consultant from the County via email or facsimile.

Consultant warrants that he is FCC licensed, and that he shall maintain all necessary licenses during the duration of this Agreement.

Consultant further warrants that he does not have a conflict of interest between representing the City of Peachtree City and the wireless industry.

DAVID SNAVELY, P.E.

7027 W. Broward Blvd., #331 • Plantation, FL 33317 • Office: (954) 792-9379/Residence: (954) 584-5108

Fax: (205) 282-4510 • E mail: david@davidsnavely.com

Alabama office: 409 9th Ave., Jasper, AL 35501

WIRELESS ENGINEERING CONSULTANT

Specialization in telecommunications systems project management, planning, engineering, training and course development for wireless carriers and municipal governments. Thirty years' experience in telecommunications engineering and management. Owner/operator of David Snavely, P.A., an engineering consulting firm, serving municipalities, carriers and system vendors active in cellular and PCS technical projects.

DAVID SNAVELY, P.E. Plantation, Florida 1995 - present

Consulting engineer specializing in cellular, PCS, and microwave engineering and training. Some projects include:

- Distributed antenna system project manager, Louisville, KY arena (2010)
- Expert witness service, federal and state court defense cases (1995 -)
- Project manager, UMTS cell launch, South Texas. AT&T Mobility, San Antonio, TX (2008)
- Launch engineer and project manager, CDMA system, United Wireless Communications, Dodge City, KS, (2005 - 2008)
- Editor and teacher for cellular and PCS air-interface engineering, Sprint PCS, Nortel, and other clients (1995 -)
- Researched and identified numerous issues leading to CDMA transmission problems, Cellular South, Jackson, MS (2004)
- Identified and published "Best Practices" for wireless engineering organization, Cellular South, Jackson, MS (2003-4)
- GSM system design and project management for Concho Cellular, central Texas, building out AT&T/Cingular "Project Roadrunner" joint venture system.
- Site reviews for Orange County, FL, Durham County, NC, Lee County, FL, Rockdale County, GA; cities of Pompano Beach, Homestead, Coconut Creek, Margate, and Ocoee, FL; Highland, UT; others.
- Cellular site development for municipalities, CityScape Siting and Management, Coral Springs, FL (1998 -)

SNAVELY BROADCASTING COMPANY, LLC Jasper, AL 2008 - present

- Owner, operator and chief engineer of WIXI (AM), 1360 kHz, Jasper, AL

INDUSTRY EXPERIENCE

NORTHERN TELECOM CALA CORPORATION Plantation, Florida 1992 - 1995

Manager, Systems Engineering

BELLSOUTH MOBILITY INC Fort Lauderdale, Florida 1987 - 1992

General Manager, RF Engineering (1990-1992)

Senior Engineer (1987-1990)

EXXON COMPANY, USA 1979 - 1986

Senior Engineer, New Orleans and Houston (1979-1986)

ORGANIZATIONS

Member, Association of Federal Communications Consulting Engineers (AFCCE)

Member, Institute of Electrical and Electronics Engineers

Member, IEEE Vehicular Technologies and Broadcast Engineering Societies

LICENSES HELD

Registered Professional Engineer, State of Florida (1990)
Registered Professional Engineer, State of Texas (2008)
FCC General Class Commercial Radiotelephone License (1981)
FCC Third Class Commercial Radiotelegraph License (1982)
FCC Extra Class Amateur Radio License (1979)

EDUCATION

Southern Methodist University, Dallas Texas
Master of Science in Telecommunications, 2009
University of New Orleans New Orleans, Louisiana
MBA, 1984
The University of Texas at Austin Austin, Texas
Bachelor of Science in Electrical Engineering (with honors), 1979

May 26, 2008

Mr. Randy Newman, Zoning Administrator
Bulloch County Board of Commissioners
P.O. Box 347
Statesboro, GA 30459

RE: Alltel "Westside Road" site—Proposed 300-ft. tower

Dear Mr. Newman:

Per your request, I have considered an application by Mr. Kevin Wiles, General Manager for Site Development Services, Inc., Williamston, SC, and representative for Alltel Communications, LLC, and Robert Brannen and Aulbert Brannen (all referred to herein as "applicant") for a conditional use permit to construct a wireless communications facility on the Brannens' property, located off Parrish Rd. west of Statesboro. The proposed construction would consist of a 300-ft. self-supporting communications tower, a 75-ft. by 75-ft. fenced area for base station equipment, and a 12-ft. wide access roadway from Parrish Road. The site has design capacity for up to five wireless carriers. The tower coordinates are 32 deg., 25' 14.36"N, 81 deg., 52' 11.92"W (please see Figure 1). The technical justification material for this location has been provided by Alltel. This report will refer to the site as "Westside Road."

It is my opinion that:

- Alltel has not specified the locations requiring signal improvement to show that its Westside Road location is required in its current location.
- Alltel should show that the existing Cypress Lake and Iron Gate towers, located within two miles of Westside Road, cannot provide coverage relief for this area.
- Alltel should show that environmental and historic preservation studies are underway and are expected to show no detrimental impacts.
- The case for the 300-ft. tower height, over 199-ft., should be shown by submission of propagation plots.
- There appears to be a setback issue with respect to the tower height relative to the distance to surrounding properties.

Details follow.

Analysis. I received a copy of the application package from Ms. Christy Strickland. There is a conditional use and variance application, a survey, produced by William R. Gore of Augusta, GA, vicinity maps, a site plan, and a tower elevation produced for Alltel by BC Architects and Engineers, Falls Church, VA. There is a set of four photo simulations depicting the tower from different points of view.

DAVID SNAVELY, P.A.

7027 W. Broward Blvd., #331, Plantation, FL 33317 • Office: (954) 792-9379
Fax: (954) 792-1939 • E mail: davidsnavely@worldnet.att.net

Also, there is an "Alltel Bulloch and Adjacent County Inventory List" of other area base station sites, three propagation maps, and a letter sealed by William Heiden, III, PE, of Valmont Communications, covering some tower characteristics. Finally, there is a cover letter from Mr. Wiles, noting that "Our variance request is based solely on the 199-ft. tower height limitation. Considering the placement of this site in such a rural area of the County, a 199-ft. tower will not suffice for adequate in-building coverage." Mr. Wiles also notes that a substitution to a lattice tower was made, from a guyed tower, at the request of the U.S. Fish and Wildlife Department. The Valmont letter covers the original guyed tower, not the new lattice tower.

Not included are Phase I environmental impact, NEPA, or Section 106 historical preservation reports, indication of activity to inform local landowners of the intended development, or any Alltel search areas used to locate the Westside Road site

The three RF plots are included without comment as to where the coverage deficiency actually impacts Alltel customers. One is titled, "Area without Westside Road," another, "Westside Road at 300-ft.," and finally, "Westside Road at 300-ft. by itself." Coverage contours, colored green, yellow and red, indicate In Building, In Vehicle and Outside, respectively. Without Westside Road, the area is mostly red or white, indicating Outside or no coverage, and with Westside Road, the area becomes mostly green (In Building). The maps clearly show stretches of Pulaski Highway and Westside Road passing through Outside coverage areas headed west out of Statesboro, which are improved to In Building and In Vehicle with the addition of the Westside Road tower.

Typically in these applications the applicant will note a particular subdivision, highway intersection, etc., that has a coverage problem, designate a "search area" issued to find a tower lease to address the problem, and then indicate the site alternatives considered to satisfy the search area. Without this information, I cannot evaluate whether any alternatives might be suitable for the purpose of area coverage or whether the height of the tower is necessary. Thus, I would like for Alltel to submit search areas and propagation plots in support of this location.

The chosen location is about four miles from an Alltel "Statesboro" site indicated on the propagation maps. Thus, I would expect that the site is meant to cover more than half the distance to the next site, or somewhat over two miles. Within a two mile radius are two other towers: one used by Verizon Wireless and Cingular called Cypress Lake, located at approximately 32 deg., 25' 38.4"N, 81 deg., 50' 16.4"W, and another known as Iron Gate, carrying FCC registration number 1263316. I would like Alltel to consider if either of these sites might fulfill the Westside Road purpose.

The "Alltel Bulloch County and Adjacent County Inventory List" shows four Bulloch sites. In the past Alltel has submitted a listing with up to 11 Bulloch sites, and there is no indication as to future plans on the current submission.

DAVID SNAVELY, P.A.

The package contains no showings on historic structure or environmental impact. Normally we would expect to see a Phase I environmental site assessment, a Section 106 historical review, and a NEPA checklist to determine if filing of an Environmental Assessment would be required. The applicant does mention that the US Fish and Wildlife Department had them change from a guyed tower to a free-standing one, so there must have been some activity on the environmental front. Likewise, the survey shows that the limits of the 100-year flood zone lie very close to the site, and I would be interested if there are protected wetland issues associated with the site. The photographs contained in these documents are usually helpful in support of claims such as the applicant's: "The site was placed so as to limit the impact on the surrounding community...in an area surrounded by mature vegetation, providing a natural landscape buffer, which is rural residential and agricultural and heavily wooded."

The FAA has determined that the proposed tower is not a hazard to air navigation, and is to have a dual medium intensity white strobe light by day, red light by night, lighting system.

Site plan. The site plan indicates that the equipment compound will be located within a 75-ft. by 75-ft. fenced area. Fence detail indicates an 8-ft. tall chain-link type topped by three strands of barbed wire. The entrance is via a 12-ft. double gate opening to the west. The gravel access road is an improvement of an existing dirt road and is also the route of the Alltel utility easement. That road opens onto Parrish Road east of the site.

The tower is central to the fenced compound. Alltel will locate an 11-ft. 5-in. by 20-ft. prefabricated equipment building within the leased area, with a cable rack ("ice bridge") supporting transmission cables to the tower. There is indication of an emergency generator but no fuel tank location. Applicant should provide information on the type of fuel used, proposed transport to the site, type of storage tank, and frequency of "test runs" of the generator. The lease space shows room for four additional wireless carrier equipment locations. The site plan indicates that the area within the fence will be surfaced with #57 stone.

The site plan shows a distance of 916-ft. to the nearest residence. However, for an AG-5 zoned parcel, the County ordinance requires that the tower be set back at least three times its height from exterior property lines, and per the site plan the tower is only 333-ft. from adjacent property to the southwest which is apparently not owned by the property owner of the leased tract. Furthermore, the tower is fewer than the three-times-height setback from a parcel to the northeast. It would appear, therefore, that the applicant is not in compliance with setbacks for this zoning classification, though no mention is made of that in the conditional use - variance application.

The tower elevation indicates up to five levels of sector frames near the top, with six antennas for the Alltel platform. The design specifications in the tower manufacturer's letter differ somewhat from the elevation, indicating four cellular levels with 12 antennas each, and a 6-ft. microwave dish on the tower.

The compound will contain an electrical meter and telephone interconnection rack, and a "proposed power pole and telco pedestal" is located just outside of the compound. Although

DAVID SNAVELY, P.A.

the access road is also indicated as a utility easement, there is no utility entrance point or explicit route shown. A 150-ft. wide Georgia Power ROW bounds the north side of the fenced compound.

Photo simulations. Four views received indicate significant visual shielding of the fenced compound. The aerial photo of Figure 2 indicates that the site will be in the midst of a heavily wooded area which will conceal the compound but not the tower itself from surrounding venues. There is no summary of who was contacted and their responses for the County's requirement that adjacent property owners be contacted for permission to produce photo simulations from their property.

The application package contains a landscaping plan which calls for Leyland cypress trees to be planted around the fence.

An FCC tower construction permit has been issued for this site.

Height considerations. Locations for new wireless base stations are found by issuance of a "search area." Typically, a search area will consist of a circle of radius one-quarter of the desired coverage area radius. The placement of the search area in relatively flat terrain is typically midway between "handoff" sites that bound the coverage of the proposed new cell. No search area was provided and is therefore requested.

In consideration of the tower height, I used the commonly applied Okumura-Hata formula to approximate the range available from a 300-ft. tower at Alltel's 850 MHz frequency. A statement of that formula is:

$$A = 69.6 + 26.2 \log F - 13.82 \log H + (44.9 - 6.55 \log H) \log D + C,$$

Where:

A = path loss in dB;

F = frequency in MHz,

H = tower height in meters,

D = distance in km, and

C = a correction figure (-17 dB used for rural areas).

Okumura-Hata can now be solved to give the coverage distance, for an estimated CDMA system gain of 135.0 dB, for an antenna centerline of 300-ft (91.4m):

$$135.0 = 69.6 + 26.2 \log (850) - 13.82 \log (91.4) + (44.9 - 6.55 \log (91.4)) * \log D - 17,$$
$$D = 10.5 \text{ km (6.5 mi)}$$

These figures were derived based on theory without correction for terrain or vegetation conditions present in the land areas surrounding the new location. However, given the terrain

and vegetation environment, and a reasonable margin for error, the calculation results can be used for comparison purposes.

The applicant's predictive plots show that the Westside Road location is roughly four miles east of the applicant's Statesboro site, and is covering an area of approximately two miles of radius with coverage in the "In Vehicle" and "In Building" levels. If the height of the tower could be constrained to 199-ft., it might not have to have obstruction lights and would be a friendlier "neighbor" at night. Thus, I would like the applicant to indicate what the coverage would be with a 199-ft. tower instead of a 300-ft. tower at the chosen location.

Summarizing the above, then, I find that:

- Alltel has not specified the locations requiring signal improvement sufficiently to show that its Westside Road location is required in its current location.
- Alltel should show that the existing Cypress Lake and Iron Gate towers cannot provide coverage relief for this area.
- Alltel should show that environmental and historic preservation studies are underway and are expected to show no detrimental impacts.
- The case for the 300-ft. tower height, over 199-ft., should be shown by submission of propagation plots.
- There appears to be a setback issue with respect to the tower height relative to the distance to surrounding properties.

The remainder of this report considers the proposed project's compliance with the County's ordinance.

Section 2603. Co-location or Location on Alternative Tower Structure Required; Exception

No new towers shall be permitted unless the applicant adequately demonstrates that neither an existing tower suitable for co-location nor a suitable alternative tower structure is available that will meet the technical requirements of the service provider (or providers) for whose use the tower is intended.

Complied.

Section 2604. Zoning Districts

(a) Permitted Uses. Subject to the requirements of this article, the following types of uses shall be permitted as a principal or accessory use in all zoning districts:

- (1) The attachment of antennas and related equipment or appurtenances to an existing tower or suitable alternative tower structure shall be permitted as an accessory use in all zoning districts.

N/A. Applicant does not request a collocation; there are no suitable alternatives.

- (2) Lattice towers, monopole towers, guyed towers, and antennas and related equipment or appurtenances shall be permitted as a principal or accessory use on property owned, leased, or otherwise controlled by the county's governing authority or other public body corporate and politic in all zoning districts, provided a written license or lease authorizing such use has been approved by the county's governing authority or other public body corporate and politic. Towers on such publicly owned or controlled property shall be required to meet all the development standards of Section 2605 with the exception of minimum lot size and minimum setback requirements.

N/A. A check of the tax maps on the Bulloch County website found no publicly owned property.

(b) Conditional Uses. Subject to the requirements of this article, the following types of uses shall be permitted as conditional uses upon approval of a conditional use permit by the board of commissioners:

- (1) Lattice towers, monopole towers, and guyed towers shall be conditionally permitted as a principal or accessory use in AG-5, HC, GC, LI and HI zoning districts and shall be prohibited in all other zoning districts.
- (2) [Reserved.]

Complied: this is a lattice tower and the zoning is AG-5.

(c) Conditional Use Standards and Procedures. The standards and procedures for granting or denying a conditional use request in article 4 of this appendix shall be applicable to this article. In addition to the standards listed in subsection (g) of section 413, the planning and zoning commission and the board of commissioners shall also consider the following standards in granting or denying a conditional use request for a tower:

- (1) The feasibility of co-locating the antenna(s) on an existing tower or alternative tower structure.

Complied. There are no alternative structures within a reasonable distance.

- (2) The feasibility of utilizing a less visually obtrusive tower structure.

Not complied. In its original application, applicant has not indicated what area is to be served and has not therefore justified the height of the tower.

- (3) The height of the proposed tower.

Not complied. The applicant has not justified the 300-ft. height in the current submission.

- (4) Whether the tower has the potential to negatively impact the safety, operation, or use of existing public or private airports or airstrips.

Complied. Applicant has been granted an airspace determination of "no hazard."

- (5) Compliance with the development standards of Section 2605.

Complied.

- (6) Degree of visibility from the public view.

Complied. Equipment compound is shielded from the view due to heavy woods.

- (7) Proximity of the facility to residential structures and residential district boundaries.

Complied. The County requires that lattice towers in AG-5 zoning districts be set back a minimum distance equal to the height of the tower from any existing residential structure. The applicant notes that the tower is 915-ft. away from the nearest residential structure.

- (8) Character of the uses and structures on adjacent and nearby properties.

Not complied. Findings of the required FCC historical and environmental submissions as to impact on adjacent properties are not referenced in the application, nor is the opinion of the Georgia historic preservation division.

- (9) Character of the proposed site, including topography and tree cover.

Complied. Site equipment compound is shielded from view.

- (10) Design of the tower, alternative tower structure and/or antenna with reference to design characteristics that have the effect of reducing or eliminating visual obtrusiveness.

Complied. Tower lighting system will utilize medium intensity strobes in the daytime; red lights at night.

- (11) Aesthetic impact of the tower on surrounding properties, residential areas, scenic roadways, and the public view.

Not complied. Phase I environmental and cultural resources reports are not referenced in the application.

Section 2605. Development Standards

- (a) Minimum Lot Size. The minimum lot size requirements for zoning districts shall not apply to towers. However, the site or parcel on which the tower is located shall be of sufficient size to meet the minimum setback requirements in this article.

Not complied, see below.

(b) Minimum Setback Requirements. All towers shall be set back a minimum of thirty (30) feet from the right-of-way of Interstate 16 and a minimum of a distance equal to the height of the tower from other public rights-of-way, existing nonresidential structures designed or intended for human occupancy. With the exception of exterior property lines in the AG-5 district as provided herein, all towers shall be set back a minimum of a distance equal to the height of the tower from property lines of any adjacent property. For purposes of this provision, the boundaries of a leased parcel shall be considered the property lines of adjacent property. In HC, GC, LI and HI zoning districts, monopole towers shall be set back a minimum distance equal to the height of the tower from any existing residential structure on the property under consideration and two times the height of the tower from any residential zoning district, while guyed towers and lattice towers shall be set back a minimum distance equal to three times the height of the tower or 500 feet, whichever is greater, from any existing residential structure and/or residential zoning district. In AG-5 zoning districts, all towers must be set back a minimum distance equal to the height of the tower from any existing residential structure on the property under consideration and three times the height of the tower or 500 feet, whichever is greater, from exterior property lines. For purposes of this provision, the term "exterior property line" means the boundary of any parcel of property that is contiguous to and owned by a different owner than the parcel of property on which the tower is proposed to be located. Minimum setback distances shall not apply to residential structures locating in proximity to any existing guyed tower or any existing lattice tower; provided, however, that residential structures and nonresidential structures designed or intended for human occupancy shall not be allowed to locate any closer than the height of the tower to any existing tower. The setback and distance requirements in this provision shall not apply to any building related to the operation or maintenance of the tower. In the case of guyed towers the closest ground anchor shall be used for purposes of calculating setbacks from the right-of-way of Interstate 16. In all other cases the closest point of the base of the tower shall be used for purposes of calculating setbacks.

Not complied. The leasehold for the compound is apparently fewer than three times the tower height (which would be 900-ft.) from adjacent parcels to the northeast and south. If these parcels are owned by the applicants this has not been noted in the application. No further mention is made of this setback deficiency in the application.

- (c) Structural Design. To ensure the structural integrity of towers, the owner of a tower shall ensure that it is designed, constructed, and maintained in compliance with standards contained in applicable local building codes and the applicable standards for towers that are published by the Electronic Industries Association (EIA) and the Telecommunications Industry Association (TIA), as amended from time to time. A tower must have the structural capacity to accommodate at least two other users with comparable loading requirements as the initial user.

Not complied. There was a letter from a structural engineer on the originally-proposed guyed tower, stating that the tower meets Bulloch County requirements as contained within TIA-222-F and G, but nothing on the self-supporting tower. Applicant states in his cover letter that the "licensed engineer" report relevant to the changed tower type can be obtained.

- (d) Maximum Height. The maximum height of towers in the AG-5 district and in all residential districts shall be 199 feet, unless the applicant sufficiently proves that a higher tower is necessary to provide required coverage. The mere fact that more towers less than 200 feet in height would be required to provide the same coverage as a single tower 200 feet or greater in height shall not be sufficient, in and of itself, to prove the necessity of the higher tower. In all zoning districts in which towers are permitted as a conditional use, the height of towers may be limited to minimize visual obtrusions in granting the conditional use permit. If at any time it is determined by the FAA or any successor agency that a tower or antenna is interfering with the operation of the Statesboro Municipal Airport or with the Statesboro Municipal Airport's ability to upgrade its status (such as to an instrument landing system facility), such tower or antenna shall immediately be modified to eliminate such interference. If the tower or antenna cannot be modified to eliminate the interference, then the tower or antenna shall immediately be removed by the owner. If the owner fails to remove such tower or antenna, then the governing authority may remove the tower or antenna at the owner's expense and the cost of removal shall constitute a lien upon the property on which the tower or antenna was located.

Not complied. No evidence is included to support applicant's claim that "Considering the placement of this site in such a rural area of County, a 199-ft. tower will not suffice for adequate in-building coverage." Such evidence would consist of an unambiguous statement of coverage and/or capacity deficiency suffered by Alltel in the area, the search areas issued in order to find a site to remedy the situation, a discussion of candidates considered for the remedy, and, if necessary, a justification to go above 199-ft.

- (e) Illumination. Towers shall not be artificially lighted, unless required by the FAA or other applicable authority. If lighting is required, the zoning administrator, planning and zoning commission, or board of commissioners may review the available lighting alternatives approved by the FAA or any successor agency and require the alternative that would cause

the least disturbance to surrounding property. In the absence of any special conditions or requirements imposed by the zoning administrator, planning & zoning commission, or board of commissioners, towers that require lighting shall utilize an FAA-approved dual lighting system with a Fresnel lens and/or a physical reflector mounted beneath the light to minimize the visual impact of the lighting on surrounding property at ground level.

Complied (assuming that a 300-ft. tower is required). Applicant should note the Fresnel lens requirement.

- (f) Color and Markings. Unless otherwise required by the FAA or other applicable authority, all towers shall be unmarked and shall have either a galvanized finished or be painted a dull blue, gray, or black finish. Where FAA marking is required, unless expressly prohibited by the FAA, the tower shall be lit with medium intensity strobe lights during the day in lieu of painting. If an antenna is installed on a structure other than a tower, the zoning administrator may require the antenna and related equipment or appurtenances to be of a neutral color that is compatible with the color of the supporting structure so as to make the antenna and related equipment or appurtenances as visually unobtrusive as possible. Camouflaged towers and those designed to look like trees shall be exempt from the requirements of this subsection.

Complied.

- (g) Security Fencing. Towers shall be enclosed by security fencing not less than six (6) feet in height equipped with appropriate anti-climbing devices. Access to the tower shall be through a locked gate. For guyed towers, each ground anchor shall also be enclosed by security fencing not less than six (6) feet in height with the fence line set back at least ten (10) feet from the ground anchor.

Complied (according to submitted site plan).

- (h) Landscaping. The visual impact of towers shall be mitigated through landscaping or other screening materials at the base of the tower and ancillary structures as follows:
- (1) A landscaped buffer area a minimum of ten (10) feet in width shall be maintained around the exterior of the security fencing.

Complied. Applicant's plans illustrate such a landscape buffer.

- (2) The landscaped buffer area shall consist of materials of the evergreen variety sufficient to provide screening that will minimize the visual impact of the tower.

Complied. The plan shows Leyland cypress planted around the compound every 10-ft.

- (3) All required landscaping shall be properly maintained to ensure good health and vitality.

Complied.

DAVID SNAVELY, P.A.

- (4) The use of existing vegetation shall be preserved to the maximum extent practicable and may be credited as appropriate toward meeting landscaping requirements.

Complied, although applicant has not asked for credit or waiver of the landscape plan.

- (5) Camouflaged towers and those designed to look like trees shall be exempt from the requirements of this subsection.

N/A.

- (6) Applicants may submit for approval alternative landscaping plans that meet the purposes of this subsection to limit the visual impact of towers. In locations where the visual impact of the tower would be minimal, the landscaping requirement may be reduced or waived altogether.

N/A.

- (i) No Advertising. Neither the tower nor the tower site shall be used for advertising purposes and shall not contain any signs for the purpose of advertising. Name plates and FCC tower registration numbers for the purpose of self-identification shall not be considered advertising.

Complied.

- (j) Federal and State Requirements. All towers and antennas must meet or exceed then-current standards and regulations of the FAA, the FCC, and any other agency of the federal or state governments with the authority to regulate towers and antennas. If such standards and regulations are changed, the owners of the towers and antennas governed by this ordinance shall bring such towers and antennas into compliance with such revised standards and regulations as mandated by the controlling federal or state agency.

Not complied. No environmental and historic preservation studies submitted or referenced.

- (k) Pre-Existing Towers/Non-Conforming Uses. All towers operative on the effective date of this ordinance shall be allowed to continue their present usage as a non-conforming use or structure in accordance with section 403 of this appendix. Provided, however, that no later than January 1, 2003, the owners of any such pre-existing towers that are lighted shall install an FAA-approved Fresnel lens and/or a physical reflector mounted beneath the light to minimize the visual impact of the lighting on surrounding property at ground level. Additional antennas and related equipment or appurtenances may be co-located on or around pre-existing towers, provided that a permit for such co-location is obtained in accordance with this article.

N/A.

Section 2606. Application Procedures

- (a) Building Permits. It shall be unlawful for any person or entity who has not made application for and obtained a building permit in accordance with this article to:
- (1) Erect, construct in place, re-erect, or replace, any tower;
 - (2) Locate or co-locate any telecommunications facilities on or around a pre-existing tower for which a permit has not been obtained in accordance with this article;
 - (3) Locate any telecommunications facilities on an alternative tower structure; or
 - (4) Modify any existing tower (or any alternative tower structure that currently serves the function of a tower) by increasing the height thereof.

No additional permit shall be required for the co-location of an antenna or antennas and related equipment or appurtenances on or around a tower for which a permit has already been issued in accordance with this article; provided, however, that the co-locating person or entity shall make informational submittals as hereinafter required. Applications for building permits and informational submittals under this article shall be submitted to the zoning administrator or his designee and shall be accompanied by the appropriate fee as set forth in the schedule of fees and charges on file in the office of the clerk of the board of commissioners.

Complied.

- (b) Submittals. A complete application shall contain the following:
- (1) A site plan or plans to scale specifying the proposed location and dimensions of the tower; if lighting is required, the proposed lighting system and alternative lighting systems that would meet FAA approval; size of accessory buildings or uses; access; parking; fences; landscaping plans; existing and adjacent land uses; proposed distance of the tower from existing structures, buildings, overhead utility lines, public rights-of-way, and adjacent property lines; and, utilities inventory indicating the locations of all drainage, power lines and any other items as impacting the proposed tower site. The site plan shall show all public views and all features which screen public views and adjacent property views from the proposed tower.

Complied.

- (2) Visual simulations of the proposed tower or alternative tower structure illustrating the potential visual impact. The applicant shall submit visual simulations of the proposed tower or alternative tower structure that are to scale and that include all initial and future co-location antennas (including proposed coaxial cable runs for each proposed antenna). The visual simulations can consist of photo simulations or other means which accurately depict the proposed structure as it would be seen from adjacent properties and the public view, including but not necessarily limited to the nearest public roadway and the public roadway from where the structure would be most visible, if that point is not the nearest public roadway. Such visual simulations shall be accomplished by utilizing a balloon test and/or GPS coordinates in order to accurately depict the visual impact of the tower or alternative tower structure from these various locations. The

DAVID SNAVELY, P.A.

applicant shall seek to obtain the consent of all adjacent property owners for purposes of going onto their property in order to accurately create the visual simulations. If such consent is granted, the applicant shall create visual simulations from the location where the proposed tower would be most visible from each habitable existing structure on the adjacent property, and up to two (2) additional locations if specifically requested by the property owner and, if no such locations are requested, from the location from which the proposed tower or alternative tower structure would be most clearly visible. The applicant shall exercise due diligence and good faith in attempting to obtain the consent of adjacent property owners and must provide a detailed explanation of its efforts to do so if such consent is denied.

Not complied. There are four photo simulations. However, there is no information on the diligence or circumstances undertaken to gain access from adjacent landholders' properties.

- (3) A report from a licensed professional engineer, documenting the following:
- (A) Tower height and design, including structural and technical engineering, and other pertinent factors governing the proposed tower design. A cross-section of the tower structure shall be included.

Not complied.

- (B) Total anticipated structural capacity of the tower, including number and types of antennas which can be accommodated.

Not complied. The guyed tower study and the drawings illustrate accommodation for up to four cellular companies.

- (C) Evidence of structural integrity of the tower.

Not complied.

- (D) Failure characteristics of the tower and demonstration that the site, setbacks and separation from other uses are of adequate size or distance.

Not complied.

- (E) If the application is for an antenna or antennas and related equipment or appurtenances to be located or co-located on a pre-existing tower or located on an alternative tower structure, the engineer's report shall document that the pre-existing tower or alternative tower structure has the structural capacity to support the additional antenna or antennas and related equipment or appurtenances and that the additional antenna or antennas and related equipment or appurtenances will not overstress the pre-existing tower or alternative tower structure.

N/A.

DAVID SNAVELY, P.A.

- (4) Certification from a qualified radio frequency engineer that the tower and/or antenna(s) and related equipment or appurtenances:

(A) Comply with all current regulations of the FCC, with specific reference to FCC regulations and guidelines governing non- ionizing electromagnetic radiation (NIER).

Complied. Note that the tower, under its current, one-carrier status, is "categorically excluded" from further evaluation according to FCC rules. If another carrier locates on the tower, further evaluation of compliance with FCC rules should be requested.

(B) Are not expected to result in harmful interference to any existing or previously proposed Public Safety Telecommunications service.

Complied. Most public safety interference occurs when a wireless carrier in the 800 MHz bands "overloads" portable public safety radios operating in the vicinity of the wireless base station. This phenomenon is well understood and generally not difficult to cure.

- (5) Written documentation from the FAA that the FAA has determined that the tower and/or antenna(s) and related equipment or appurtenances is not identified as an obstruction and would not be a hazard to air navigation.

Complied.

- (6) Identification of the geographic service area to be served by the subject installation, including accurately scaled color radio frequency (RF) plotted maps showing coverage from all sites providing service within Bulloch County from the applicant's existing network and including the proposed site. Where the proposed site does not result in continuous coverage within Bulloch County, when coupled with other existing sites providing service, the maps shall also depict the nearest associated telecommunications facility site(s) within the network. RF maps shall also be provided which depict the proposed coverage, comparing coverage of the proposed facility with coverage from all potential co-location sites within a one-mile radius of the proposed site and containing sufficient engineering data to show that said sites would not be feasible to fill significant, required service gaps.

Not complied. There is no description of the service area to be served, other than "before and after" plots. Applicant should show the originally defined deficient area(s) and the locations considered in addressing them.

- (7) If the application is for a new tower or towers, the applicant must identify all existing towers, all alternative tower structures, and all towers for which applications are currently pending which are located within the applicant's search area. This shall include, as it relates to the applicant's proposed site, a description of the distance and location of all such towers and alternative tower structures, both within and outside the

applicant's network. The applicant must provide specific, detailed evidence with regard to each identified tower or alternative tower structure that it cannot accommodate the applicant's proposed antenna(s) and related equipment or appurtenances and that co-location is therefore not possible. Such evidence may consist of the following:

- (A) No existing towers or alternative tower structures are located within the geographic area required to meet applicant's engineering requirements.

Complied. However, this determination is based solely on the submission of where the Westside Road tower is currently proposed. Since no search areas have been submitted, objective determination of whether any existing towers could suffice is difficult. Within two miles are towers used by Verizon Wireless and Cingular at "Cypress Lake" (180-ft. monopole) and "Iron Gate" (carrying FCC registration no. 1263316). Applicant should comment in detail on whether either of these two towers would suffice and eliminate the need for Westside Road.

- (B) Existing towers or alternative tower structures are not of sufficient height to meet applicant's engineering requirements.

N/A.

- (C) Existing towers or alternative tower structures do not have sufficient structural capacity to support applicant's proposed antenna(s) and related equipment or appurtenances.

N/A.

- (D) The applicant's proposed antenna(s) would cause harmful electrical interference with the antenna(s) on or near the existing towers or alternative tower structures, or the antenna(s) on or near the existing towers or alternative tower structures would cause harmful electrical interference with the applicant's proposed antenna(s).

N/A.

- (E) The addition of the applicant's proposed antennas would cause the existing tower to exceed FCC guidelines for RF exposure at or beyond the site fence.

N/A.

- (F) The fees, costs, or contractual provisions required by the owner in order to utilize an existing tower or alternative tower structure or to adapt an existing tower or alternative tower structure for utilization are unreasonable. Costs exceeding new tower development are presumed to be unreasonable.

N/A.

(G) The applicant demonstrates that there are other limiting factors that render existing towers and alternative tower structures infeasible.

N/A.

- 8) If the application is for a new tower, the applicant must submit a letter of intent committing the tower owner and his or her successors to allow the shared use of the tower if an additional user agrees in writing to meet reasonable terms and conditions for shared use.

Complied.

- (9) The applicant shall submit a site inventory and future facilities plan to include the following:
- (A) An inventory of all of the applicant's existing and proposed telecommunications facility sites within Bulloch County and within one mile of the border thereof, including specific information about the location, height, and design of each tower, and the current users and remaining capacity of each existing tower.

Complied, though previous submissions have indicated more sites than the current one.

- (B) Where the RF coverage maps required by Section 2606(b)(6) depict areas within Bulloch County which, with the addition of the proposed telecommunications facility remain unserved, the applicant shall include an affirmative statement that it does not intend to serve such areas or shall set forth the timeframe in which such additional area is intended to be served and the number and approximate location of proposed telecommunications site(s) that will be needed to provide service to the unserved area(s).

Not complied. There is no information on future plans.

- (C) Where an applicant proposes to add a telecommunications site in an area that, in a prior submission to Bulloch County had been shown as receiving service, the applicant shall fully explain why the previously depicted coverage was not obtained or proved inadequate. The applicant shall also include an affirmative statement as to what steps have been taken to ensure that the RF maps submitted with the instant proposal are of higher accuracy and shall explain, in detail, what steps have been taken to increase the accuracy of the current coverage map over the previously submitted map.

N/A.

- (c) Informational Submittals. Any person or entity co-locating an antenna or antennas and related equipment or appurtenances on or around a tower for which a permit has already been issued shall submit the following for information only:
- (1) The name of the person or entity co-locating on the tower.
 - (2) The name of the owner of the tower.
 - (3) The tower's permit number
 - (4) The location of the tower.
 - (5) Certification from a licensed professional engineer that the tower has sufficient structural capacity to accommodate the proposed additional loading without becoming over stressed.
 - (6) Certification that the antenna(s) and related equipment or appurtenances comply with all current regulations of the FCC, with specific reference to FCC regulations and guidelines governing non-ionizing electromagnetic radiation (NIER).

N/A.

- (d) Independent Expert Review. In addition to any permit fees, the applicant shall be required to pay to Bulloch County an independent expert review fee of \$2,000.00 per application at the time the application is filed. If the actual cost to Bulloch County for independent expert review of the application is greater than this initial fee, the applicant shall be billed for the difference and payment shall be made prior to the hearing before the board of commissioners.

Complied.

- (e) Forms. The zoning administrator is authorized to develop application forms to assist in providing the required information and facilitate the application process.

N/A.

Section 2607. Public Safety Telecommunications

- (a) Towers erected by a governmental entity for police, fire, EMS, 911 or other similar public safety telecommunications shall be exempt from the requirements of this article.

N/A.

- (b) Commercial telecommunications providers shall give priority to and make reasonable efforts to accommodate requests by governmental entities for tower space needed for public safety telecommunications. If such a request is denied, the commercial telecommunications provider shall reasonably demonstrate why it is not feasible to grant the request.

Applicant should state it is aware of this requirement and that it will comply.

DAVID SNAVELY, P.A.

- (c) If at any time it is determined that a tower or antenna owned or operated by a commercial wireless telecommunications provider is interfering with properly operating pre-existing public emergency telecommunications, such tower or antenna shall immediately be modified to eliminate such interference. If the interference cannot be eliminated through modification, then the commercial provider shall discontinue the use of and remove the tower or antenna.

Applicant should state it is aware of this requirement and that it will comply.

Section 2608. Annual Reports

- (a) The owners of all telecommunication towers operated within Bulloch County shall file an annual report with the office of the zoning administrator. Said report shall be filed on or before the 31st day of December each year and shall include the following:
- (1) Certification that the telecommunications tower is currently in use, and if not in use, the date the telecommunications tower ceased being in use;
 - (2) The name, address, phone number, and contact person for the owner of the telecommunications tower;
 - (3) The names, addresses, and telephone numbers of all current users of the telecommunications tower; and
 - (4) The remaining structural capacity of the telecommunications tower, including specific information about the number of future users comparable to the current users the tower will structurally accommodate.
- (b) All providers of telecommunications services in Bulloch County, including but not limited to tower owners, shall file an annual update to their site inventory and future facilities plan with the zoning administrator on or before the 31st day of December of each year.

Applicant should state it is aware of this requirement and that it will comply.

Section 2609. Abandoned Towers

- (a) Any tower that is not operated for a continuous period of twelve (12) months and for which there are no applications pending for permitted use of the structure at the end of such twelve (12) month period, shall be considered abandoned, whether or not the owner or operator intends to make use of the tower. The owner of an abandoned tower and the owner of the property where the abandoned tower is located shall be under a duty to remove such tower. If such tower is not removed within a reasonable time, not to exceed three (3) months, after receipt of notice from the governing authority notifying the owner(s) of such abandonment, the governing authority may remove such tower and place a lien upon the property for the costs of removal. The governing authority may pursue all legal remedies available to it to insure that abandoned towers are removed. Delay by the governing authority in taking action shall not in any way waive the governing authority's right to take action.
- (b) If the owner of an abandoned tower wishes to use such abandoned tower, the owner must first apply for and receive all applicable permits and meet all of the conditions of this article as if such tower were a new tower.

Applicant should state it is aware of this requirement and that it will comply.

DAVID SNAVELY, P.A.

ALLTEL WESTSIDE ROAD, May 26, 2008

Page 19

Should you have questions, please call.

Sincerely yours,

David Snavely, P.E.

C: Mr. Jeff Akins
Mr. Kevin Wiles, Site Development Services, Inc.

DAVID SNAVELY, P.A.

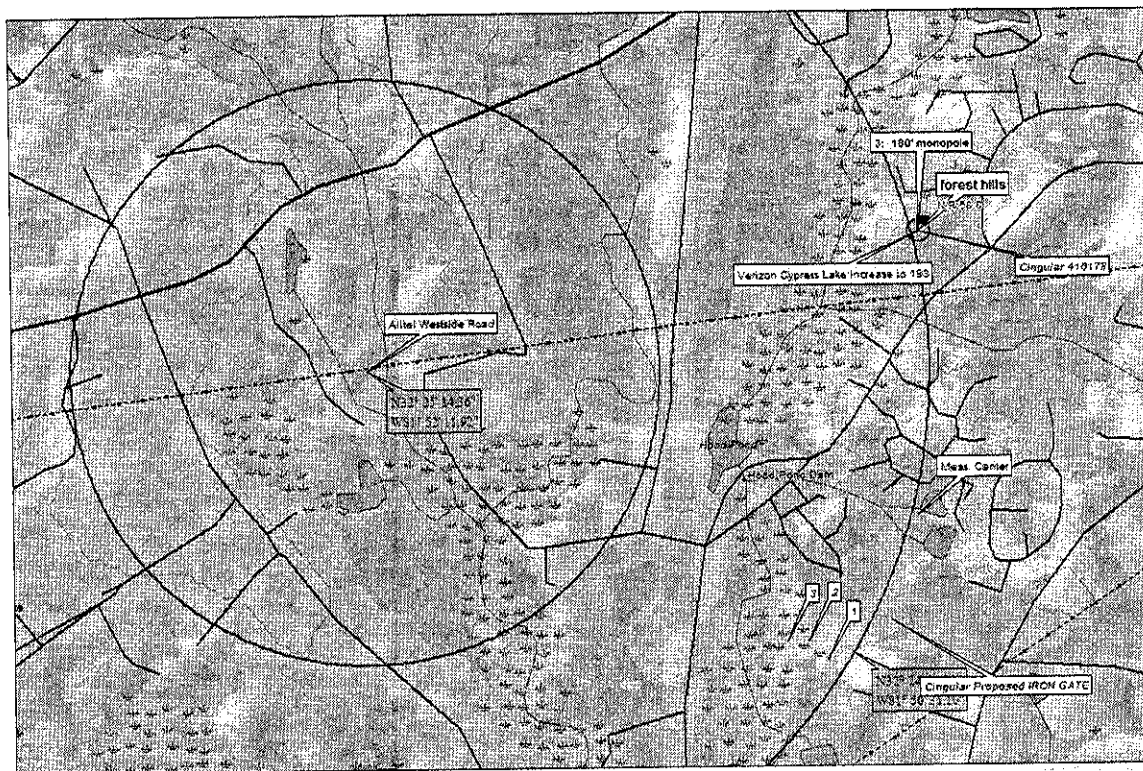


Figure 1: Proposed location ("Alltel Westside Road"). Because no search area was provided in the package, and no specific coverage problems related to neighborhoods, highways, etc., were given, it is difficult to evaluate the "uniqueness" of the current proposed site. The outer circle radius, approximately two miles, is close to two existing towers—"Cypress Lake" and "Iron Gate." Applicant is requested to show if those sites could suffice for the coverage deficiencies. Also, applicant is requested to show by propagation plots that 300-ft. is required for Westside Road.

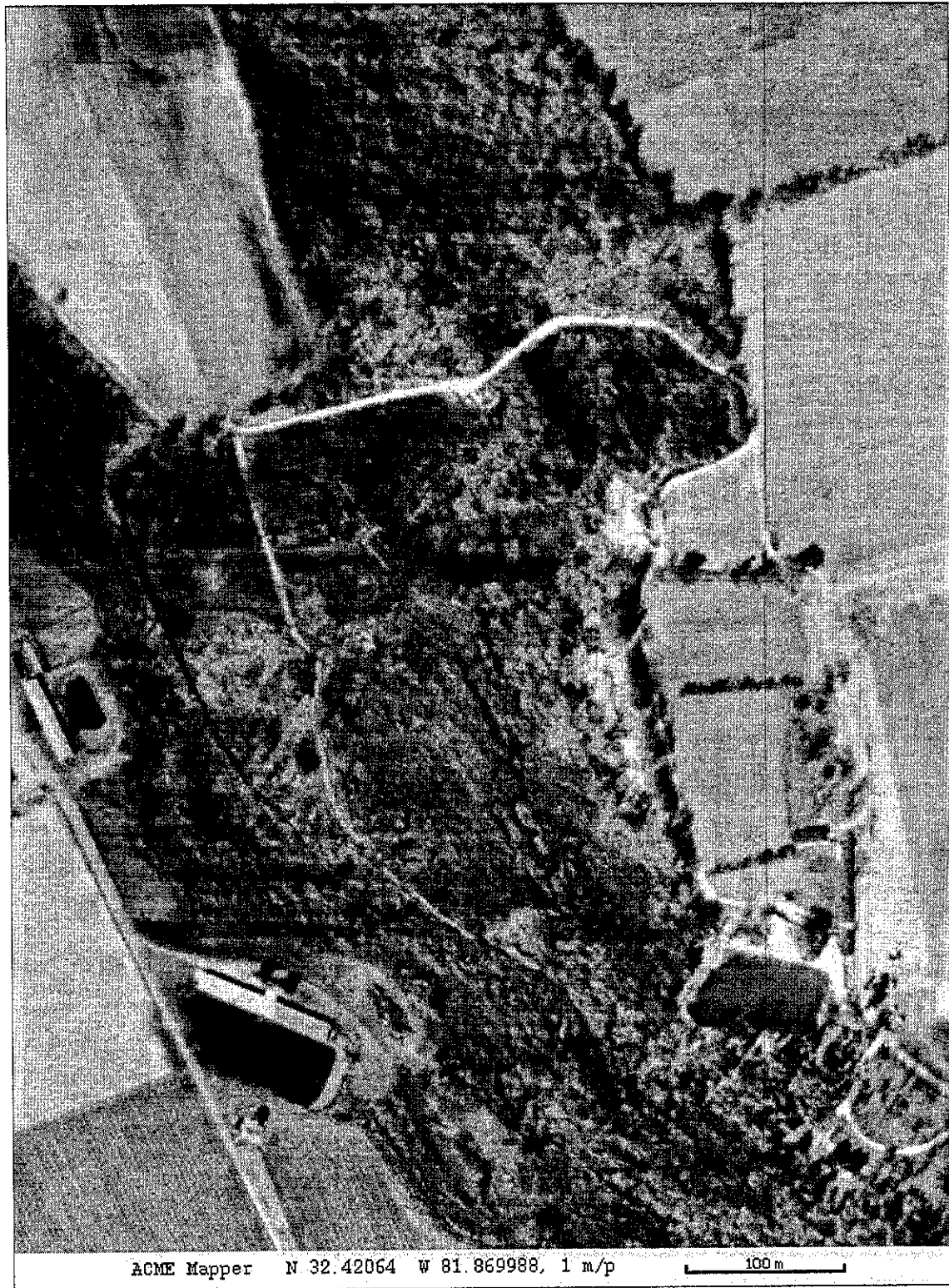


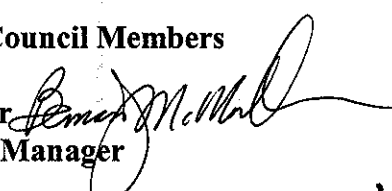
Figure 2: Aerial view. The access road will follow the dirt road leading from Parrish Road on the east. The ordinance calls for setback three times the tower height and that is apparently not met to the south and north.

DAVID SNAVELY, P.A.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager 
Interim City Manager
City Clerk

FROM: Community Development Director 

DATE: November 12, 2010

SUBJECT: Consider amending Schedule of Fees to include fee structure for applications for new telecommunication towers and associated facilities.
November 18, 2010 City Council Agenda

Recommendation:

That Council adopt the fee structure as identified by City Staff for new applications for telecommunication facilities and associated facilities as identified within the Wireless Telecommunication Facilities Ordinance, and authorize the City Clerk to record these in the Schedule of Fees.

Discussion:

In an effort to recover the city's cost of reviewing new applications for telecommunication facilities as identified within the Wireless Telecommunications Ordinance, Staff is proposing that the following fee schedule be established and incorporated into the Schedule of Fees as kept on file in the City Clerk's office:

Administrative review	\$250.00
Conditional Use Permit review (antenna on existing structure)	\$2,000.00
Conditional Use Permit review (new structure)	\$4,500.00

The fee for an administrative review application would cover the cost of staff review. The fee for Conditional Use Permit review would cover the costs incurred by city staff, the City Attorney and independent engineering and/ or consultant fees and are based on the fee structure provided by our consultant.

It should be noted these fees are subject to change as amended by City Council.

Budget Impact:

There is no budget impact associated with this request.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager *Benjamin J. Muller*
Administrative Services Director *RV*

FROM: Community Development Director *David*

DATE: November 12, 2010

SUBJECT: Consider Franchise Agreement – NextG
November 18, 2010, City Council Meeting

Recommendation:

That Council approve the Franchise Agreement with Next G for use of the City-owned rights-of-way.

Discussion:

NextG is a utility service franchised in the state of Georgia that provides infrastructure for wireless carriers in the public rights-of-way. Their technology involves a two-foot to four-foot antenna placed on existing poles (such as streetlight poles) in the right-of-way, connected by fiber optic cable. The service is particularly valuable in areas that make locating a cell phone tower difficult.

Because this is a utility using the public right-of-way, the service falls under the public utility portion of our ordinance, versus the recently passed wireless telecommunications facilities ordinance. Although the franchise agreement covers the entire city, NextG is currently looking to utilize approximately six poles in the Kedron Hills/Georgian Park area. NextG will use either existing light poles or, if necessary, new poles to create their network. Many of the carriers have indicated the need for improved signal in this part of town. NextG technology will allow for up to two carriers on one pole, but another one or two carriers can access the existing underground fiber via an additional pole in the same vicinity, utilizing the same underground fiber already in place.

Staff and the City Attorney are finalizing the franchise agreement between NextG and the City to ensure the primary placement of poles will be along major or minor collector streets or adjacent to City owned-greenbelt whenever possible, and to limit the overall height of the poles in

conjunction with the surrounding streetscape. When existing streetlight poles are available and of adequate height, they will be used. If the installation of a new pole is required, NextG will match the pole style to those already in the right-of-way of the street.

Staff feels this is an excellent opportunity to address many of the under-served areas reported by wireless carriers, which led to the recent Wireless Telecommunications Franchise, and the NextG type of technology was suggested by one of the more concerned residents who attended the various discussions on that legislation. Ultimately, a 40-foot streetlight pole with a four-foot antenna is far less intrusive, even if on a residential street, than a monopole or lattice cell tower that exceeds 100 or 150 feet in height, and will help to provide the needed wireless coverage in a far more visually appealing manner.

Mr. Christopher Sinclair of NextG will be present at the meeting to present the utility's request. A copy of his initial presentation and the official franchise request from NextG are attached, along with the franchise agreement under consideration.

Budget Impact:

This item will have positive impact on the budget. NextG will pay a franchise fee equal to three percent of their revenue for the use of the rights-of-way. Currently, wireless service is only provided by towers in the community. If those towers are located on City-owned property (such as the tower at City Hall and the Recycling Center), they provide lease revenue, but no franchise fees are currently collected because no wireless infrastructure exists in the rights-of-way.



NextG Networks

EMPOWERING NEXT GENERATION WIRELESS
NETWORKS

Corporate Headquarters:

NextG Networks, Inc.
2216 O'Toole Avenue
San Jose, California 95131

Tel: (408) 954-1580
Fax: (408) 383-5397
Web: www.nextgnetworks.net

Writer's Address:

Christopher T. Sinclair
NextG Networks, Inc.
5902 Mount Eagle Drive, Suite 1517
Alexandria, Virginia 22303-2522

Tel: (703) 960-4775
Fax: (703) 960-4605
Email: csinclair@nextgnetworks.net

20 September 2010

By United States Postal Service

Mr. Bernard McMullen
City Manager
City of Peachtree City
151 Willowbend Road
Peachtree City, Georgia 30269

Re: Formal Application for Franchise

Dear Mr. McMullen:

Please consider this correspondence the formal franchise application by NextG Networks of NY, Inc., d/b/a NextG Networks East ("NextG"), to access the public rights-of-way within the City of Peachtree City for the provision of telecommunications services as a State-certificated utility. NextG respectfully submits the enclosed information and documentation in accordance with Section 253 of the federal Telecommunications Act of 1996 and the Official Code of the State of Georgia, Title 46 Public Utilities and Public Transportation, Chapter 5 Telephone and Telegraph Service, Article 1 General Provisions, Section 46-5-1.

Simply stated, NextG offers wireless operators (such as cellular and PCS providers) innovative solutions to enhance their wireless performance, to include improved network coverage and/or capacity and call quality, that do not require the construction of traditional macro sites, such as towers, monopoles, or rooftop installations. Critical areas can be covered by using optical fiber to connect a distributed antenna system (DAS) network of microcellular node sites, consisting of small antennas and optical repeaters, attached to existing infrastructure, typically utility distribution poles and street light poles, where available, in the public way. DAS networks generally are implemented in areas where macro sites cannot adequately reach or when siting new macro facilities may prove to be impractical.

Communities recognize the numerous advantages of NextG and DAS. Deployment is not premised on the construction of new towers or monopoles, often a controversial issue within any jurisdiction. Visually unobtrusive, the equipment is small, concealed, and easy to install and maintain. Improved cellular capacity and/or coverage and expanded service offerings, to include emerging broadband technologies, are provided without public investment or environmental impact.

Enclosed you will find the following for your reference: "Application Information," summarizing the information and documentation to be provided as specified in Section 46-5-1(b)(1), Paragraphs (A) through (G), of the statute; evidence of NextG's annual registration with the State to transact business; an FAQ document entitled "A Local Official's Guide: Responding to a Telecommunications Application from NextG Networks"; and general information on NextG.

At your earliest convenience, please review the enclosed materials and kindly advise your written acceptance of this franchise application. Thank you in advance for your assistance.

Sincerely,



Christopher T. Sinclair
Senior Director, Network Real Estate
Southeastern Region

Enclosures: Application Information
State Regulatory Approvals (2)
Certificate of Insurance
Preliminary Map
Annual State Registration
Local Official's FAQ

Cc:

Ms. Betsy Tyler, City Clerk,
With Enclosures
Patrick S. Ryan, Esq.



NextG Networks

Application Information

As outlined in the Official Code of the State of Georgia; Title 46, Public Utilities and Public Transportation; Chapter 5, Telephone and Telegraph Service; Article 1, General Provisions; Section 46-5-1(b)(1); Paragraphs (A) through (G), NextG Networks of NY, Inc., d/b/a NextG Networks East ("NextG"), respectfully submits the following information as its formal application for a franchise to the City of Peachtree City, Georgia, in order to "place lines and facilities in the public roads and highways or rights of way" within the City for the provision of telecommunications services as a certificated utility.

Pursuant to paragraph (2) of subsection (b) of Code Section 46-5-1 of the Official Code of Georgia Annotated, the municipal authority shall notify the applicant of any deficiencies in this application within 15 business days of receipt of this application.

[Note: Statement inserted as required in item G below.]

- A. "The name, address, and telephone number of a principal office and local agent of such telegraph or telephone company;"

Response: Corporate Offices: NextG Networks of NY, Inc., c/o NextG Networks, Inc., 2216 O'Toole Avenue, San Jose California 95131, telephone 408.954.1580, fax 408.383.5397.

Local Agent: Christopher Sinclair, Senior Director of Network Real Estate (Southeastern Region), 5902 Mount Eagle Drive, Suite 1517, Alexandria Virginia 22303, telephone 703.960.4775, fax 703.960.4605, csinclair@nextgnetworks.net.

- B. "Proof of certification from the Georgia Public Service Commission of such telegraph or telephone company to provide telecommunications services in this state;"

Response: Enclosed you will find copies of the following:

- Certificate No. X-1064, Certificate of Authority – Toll Lines, as decided 20 April 2004; and
- Certificate No. L-0360, Interim Certificate of Authority to Provide Competitive Local Exchange Telecommunications Services, as approved 18 May 2004 and issued 07 June 2004

- C. "Proof of insurance or self-insurance of such telegraph or telephone company adequate to defend and cover claims of third parties and of municipal authorities;"

Response: Please see enclosed certificate of insurance.

- D. "A description of the telegraph or telephone company's service area, which description shall be sufficiently detailed so as to allow a municipal authority to respond to subscriber inquiries. For purposes of this paragraph, a telegraph or telephone company may, in lieu of or as supplement to a written description, provide a map on 8 ½ by 11 inch paper that is clear and legible and that fairly depicts the service area within the boundaries of the municipal authority. If such

service area is less than the boundaries of an entire municipal authority, the map shall describe the boundaries of the geographic area to be served in clear and concise terms;"

Response: Please see enclosed preliminary map indicating the general service area within the City NextG seeks to place "lines and facilities in the public roads and highways or right of way".

- E. "A description of the services to be provided;"

Response: NextG provides Telecommunications Services as authorized in NextG's regulatory authorization from the Georgia Public Service Commission, but initially private line service. Specifically, it carries voice and data traffic handed off to it by, primarily, wireless providers (such as carriers, like cellular and PCS, as well as non-carriers, like WiFi Internet access providers). It carries that traffic via fiber optic lines from antennas located on utility poles and/or street light poles to a central switching-like location, and, from there, either back to another antenna or out to the public switched telephone network or Internet. Accordingly, NextG agrees to pay "due compensation" of three percent (3%) of its recurring revenue within the City, pursuant to Code Section 46-5-1(b)(9).

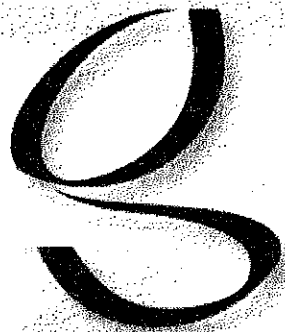
- F. "An affirmative declaration that the telegraph or telephone company shall comply with all applicable federal, state, and local laws and regulations, including municipal ordinances and regulations, regarding the placement and maintenance of facilities in the public rights of way that are reasonable, nondiscriminatory, and applicable to all users of the public rights of way, including the requirements of Chapter 9 of Title 25, the "Georgia Utility Facility Protection Act";" and

Response: NextG agrees that it shall comply with all applicable federal, state, and local laws and regulations, including municipal ordinances and regulations, regarding the placement and maintenance of facilities in the public rights of way that are reasonable, non-discriminatory, and applicable to all users of the public rights of way, including the requirements of Chapter 9 of Title 25, the "Georgia Utility Facility Protection Act".

- G. "A statement in bold type at the top of the application as follows: "Pursuant to paragraph (2) of subsection (b) of Code Section 46-5-1 of the Official Code of Georgia Annotated, the municipal authority shall notify the applicant of any deficiencies in this application within 15 business days of receipt of this application."

Response: Inserted at the top of the previous page.

Please contact Christopher Sinclair for any additional information which may be required concerning this application.



NextG Networks



Overview Presentation
11 November 2010

Introduction / Background

About NextG Networks

- Simply stated, NextG offers wireless operators innovative solutions to enhance wireless performance within their networks, such as improving cellular coverage and/or capacity and call quality, that do not require the construction of traditional macro sites (i.e., towers, monopoles, or rooftop installations).
- Critical areas can be served by deploying optical fiber lines to connect a distributed antenna system (DAS) network of microcellular node sites attached to pole infrastructure in the public way, thereby allowing the installations to blend in with the streetscape with minimal impact.



NextG Networks

Company Confidential

Introduction / Background

About NextG Networks (Continued)

- NextG is the industry leader in outdoor DAS networks, using fiber-fed distributed antenna systems to operate carrier-class wireless networks for major operators across the country.
- NextG's DAS networks are engineered to be protocol-neutral, so they can scale easily to support multiple wireless carriers, services, and technologies.
- Such DAS networks generally are deployed in areas where macro facilities cannot adequately serve or when siting new macro facilities may prove to be impractical.
- The Georgia Public Service Commission has granted NextG two (2) Certificates of Authority to provide telecommunications services.



NextG Networks

Company Confidential

Introduction / Background

Overview (Continued)

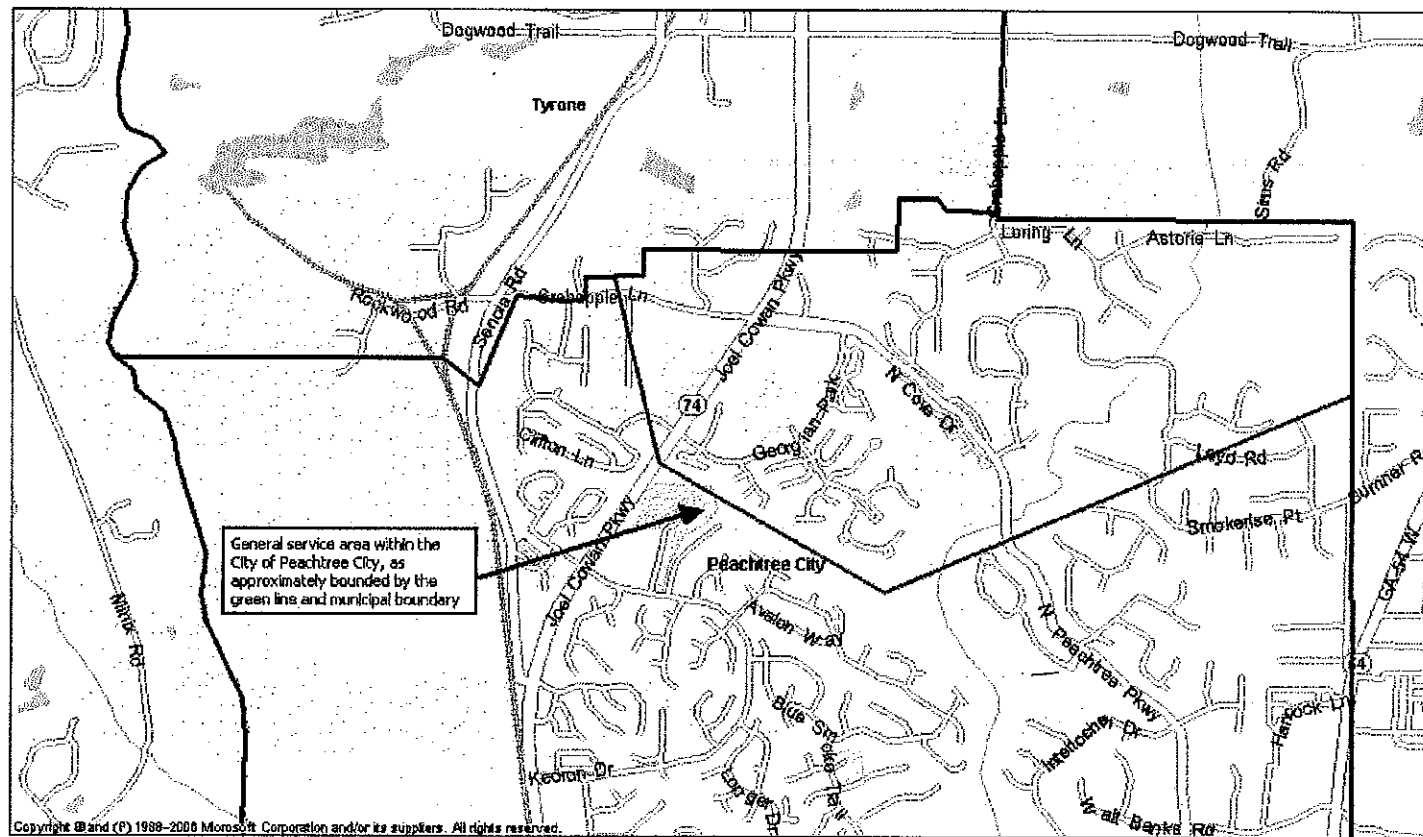
- NextG submitted a formal franchise application to the City, dated 20 September 2010, seeking access to the public way for the provision of telecommunications services as a certificated utility.
- Approximately six pole locations have been estimated for this project.
- Fiber optic cable will be deployed in the public way to connect the pole-mounted installations with a centralized hub facility.
- Construction is scheduled to commence 1Q2011.
- Additional sites within the City may be deployed depending upon future operator interest.



NextG Networks

Project Scope

Targeted Area



NextG Networks

Company Confidential

Benefits to the Community

Small Project Size

- Few number of installations relative to area served
- Maximizes use of existing poles (where possible)

Small Installation Size

- Low impact and visually unobtrusive
- Equipment is easy to install and maintain
- Network is scalable to meet operator needs
- Collocation can support multiple operators sharing common fiber infrastructure



NextG Networks

Company Confidential

Benefits to the Community

Enhanced Service

- Difficult-to-deploy areas within wireless networks will enjoy better mobile coverage, improved call quality, and fewer dropped calls

Health and Safety

- All NextG installations are categorized far below the FCC-mandated Maximum Permissible Exposure levels for "General Population, Uncontrolled Exposure", and thus are categorically exempt from municipal regulation under § 332
- Equipment meets ANSI standards for maximum power density
- Installations will not interfere with other devices



NextG Networks

Company Confidential

Summary of Benefits

- **No** disruption to the community
- **No** cost to the community
- **No** environmental impact
- **No** public investment
- **Very low** visual impact



NextG Networks

Company Confidential

City of Peachtree City

Summary

- The mobile public and wireless carriers seek ever-improving wireless call quality, coverage and capacity, which NextG targets by engineering and operating fiber-fed distributed antenna system networks utilizing pole infrastructure in the public way.
- NextG wishes to complete the franchise application process and to ascertain the municipal approval process in order to commence permitting and construction as soon as practical.



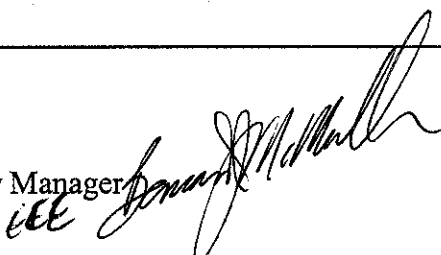
NextG Networks

Company Confidential

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & City Council

VIA: Bernard McMullen, City Manager 
Ed Eiswerth, Fire Chief 

FROM: Peki F. Prince, Assistant Chief 
Training and Special Operations Division

DATE: October 26, 2010

SUBJECT: Re-Authorization of Peachtree City Emergency Operations Plan

Recommendation:

Recommendation that Council approve and the Mayor sign the letter of promulgation for the 2010 revision of the Peachtree City Emergency Operations Plan.

Background:

The City disaster plan has been completely rewritten in keeping with federal and state guidelines for the national implementation of the National Incident Management System (NIMS). The plan addresses the role of City Departments, Non-Governmental and Volunteer Organizations as well as businesses and citizens of Peachtree City during time of natural and man-made disasters.

The Fire Chief, in keeping with his role designated within the City Charter as City Emergency Manager (Civil Defense Director), retains the on-going responsibility to keep this critical document up-to-date and members of City government properly trained and equipped to respond during incidents that exceed the day to day capacity of the City.

It is expected that the Peachtree City Emergency Operations Plan will serve as a guideline for all City disaster preparedness, planning, response and mitigation within Peachtree City.

Budget Impact:

There is no budget impact for adoption of the City Emergency Operations Plan.

CITY OF PEACHTREE CITY
151 WILLOWBEND ROAD
PEACHTREE CITY, GA 30269
TEL: (770) 631-7657
Internet Web Site: www.peachtree-city.org

LETTER OF PROMULATION

TO: See Distribution List

FROM: Don Haddix, Peachtree City Mayor

DATE: October 21, 2010

SUBJECT: **Peachtree City Homeland Security and Emergency Operations Plan**

The Peachtree City Emergency Operations Plan is attached. It is effective for planning, mitigation and preparation purposes upon receipt. It may be activated by the City Fire Chief or directed by the City Manager or his designated representative or a higher authority.

This Emergency Operations Plan supplements existing City, County, Regional State and Federal Emergency Operations and special event plans. The focus of this plan is on public education; individual, neighborhood, business and industry, and community preparation; and contingency planning for emergency and critical functions that may be degraded by various natural, technological or human events. The City of Peachtree City is committed to exercising due diligence to identify and mitigate susceptible equipment, processes, functions and systems. It will implement reasonable measures to maintain normal operations and will use all available resources to maintain emergency and critical functions and operations.

We recommend that citizens implement modest preparation to provide essential supplies, food and water for themselves and their families to "weather the storm" or "go camping at home" for a period of four (4) days. We recommend using the family contingency preparation guidelines of the American Red Cross. These guidelines are available at the American Red Cross web site (www.redcross.org). We urge persons who are dependent on medical devices or medications to check their on hand supplies and equipment, and we urge any persons with special needs to notify us so that we can better plan.

Questions regarding preparation may be addressed to the City Manager (E-mail citymgr@peachtree-city.org), phone # (770) 487-7657, Public Information Officer (Ms. Betsy Tyler, E-mail info@peachtree-city.org) at (770) 631-7657, or the Fire Department Chief Eiswerth (E-mail Eiswerth@peachtree-city.org) at (770) 631-2526.

City of Peachtree City _____
Peachtree City Mayor

Date

City of Peachtree City _____
City Manager

Date

City of Peachtree City _____
Chief, City of Peachtree City Fire & Rescue

Date

DISTRIBUTION LIST

- 5 – Mayor/City Council
- 1 – City Manager
- 1 – City Attorney
- 7 - City Directors and Chiefs
- 1 – Public Information Officer
- 1 – Water and Sewerage Authority
- 1 – Airport Authority
- 1 – EOC Document Cache

CITY OF PEACHTREE CITY
INTEROFFICE MEMORANDUM

TO: City Council

VIA: City Manager 
Finance Director - Assistant 
Public Services Director 
Purchasing Agent 

FROM: Director of Leisure Services 

DATE: November 11, 2010

SUBJECT: Consider Approval of Pool Management/Fountain Contract
For November 18, 2010 City Council Meeting

Recommendation: That City Council approves USA Pools as the pool management contractor to provide for the operation and management of the City's five swimming pools and decorative fountain located in Peachtree City, for an annual cost of \$249,024, which was the lowest of the proposals.

Discussion: Staff developed a detailed RFP and sent it to a wide distribution of potential proposers. Nine companies appeared at the mandatory July 13 pre-proposal meeting and site visit. Six proposals were received on the deadline of August 12th; they were: Aquatic Management; Atlanta Club Pools; Commercial Pool Solutions; Summit YMCA; Advanced Aquatics; and USA Pools. Price proposals were sealed separately from qualification proposals. A staff panel consisting of Sherry McHugh, Angela Egan, Scott McCord, Cajen Rhodes and I reviewed the qualification proposals and scored them based on (1) 40%, Experience managing pool facilities (ability, skill, reputation, references, resumes of principals); and (2) 10%, Record of performance with related government contracts. USA Pools was clearly best qualified in these areas. Opening of the price proposals further revealed that USA Pools had submitted the lowest price proposal as well (price was weighted at 50%), leading to this recommendation.

Generally speaking, most of the packages were lacking the level of expertise and experience we need and, other than USA Pools, none of the proposers had experience managing full-service (guards, water quality and balance, general maintenance, lessons, programs), multiple-pool, summer & winter operations of the magnitude presented here. The bulk of their experience was with home owners association (HOA) pools and much of that was only for chemical balance and routine preventive maintenance. Those with any government experience at all either had only chemical monitoring or routine preventive maintenance contracts in the range of \$25,000. None had experience with a summer/winter facility with an air supported structure and those that had indoor pool background had it in small HOA or private pools. Based on the background and experience of most of the proposers, confidence was very low among the reviewers that the proposers had ability, capacity, skill or reputation to step into a contract of this size and scope.

None of the references provided, other than USA Pools', represented previous experience with contracts involving the full range of services we require.

A summary of analysis on the packages follows:

Aquatic Management: Their proposal consisted of three, template policy manuals and did not otherwise comply with the RFP. Their proposal was eliminated.

Atlanta Club Pools: Proposal was very limited and lacked specific details on transition plan, swim lessons, staffing plan. All experience cited in references was less than the 5 years required in RFP, with the largest customer (Ft. Stewart) only one year; a call to Ft. Stewart revealed that Atlanta Club Pools use to manage summer pools briefly "many years ago" but no longer.

Commercial Pool Solutions: This was actually two separate but associated companies, one that provided servicing and maintenance and one for lifeguards. The package demonstrated their strength was in pool mechanics and chemistry. Language in the proposal indicated that the two arms of the company operated independently, leading reviewers to concern for potential disjointed communication and hand-offs of responsibility. They did not offer swim lessons.

Summit YMCA: This was an "out-of-the-box" proposal, suggesting a partnership to administer swim lessons and other water based exercise programs only and assumed the city would find another source for guards and maintenance. Their proposal was complete and organized, validating their ability to be successful at what they were proposing; however, it does not meet our needs in that we seek a turn-key operation and do not have other viable options for maintenance and guards.

Advanced Aquatics: This proposal package was marginally better than others, but the primary concern here was that the bulk of their experience was with HOA pools and pool chemistry. Their guard experience appears to be guards on an "as needed" basis, not on a full-time, year-round basis. The full-time guard references indicated they have only done it on a limited basis for two years. They had no apparent experience running year-round pools for government. Their transition plan was sketchy, at best, and they do not appear to have depth in staff to carry off a seamless transition or sustain long-term operations.

USA Pools: USA Pools submitted a proposal that essentially uses the existing contract for services as a baseline and offered to engage in negotiations to adjust services while maintaining safety as a key concern and lowering the cost commensurately. Staff recognizes that reducing the cost is the primary purpose of the RFP process. The City has been very satisfied with the service USA Pools has provided over the years and this has not been an issue. We have established a solid working relationship through initial years of trial and error. With that in mind, staff can maintain the current level of service but reduce cost by modifying how we do business, which satisfies the intent of the RFP and continues unbroken service delivery.

Budget Impact: USA Pools presented the lowest price proposal of the other proposers at a final cost that is under the amount currently budgeted for combined swimming pool and City Hall fountain services.

				*Experience Score	Gov't Contract Score	Price Score	Total	Price Proposal
Aquatic Management Inc. (Incomplete Proposal)				N/A	N/A	N/A		
Atlanta Club Pools				10	3	0	13	Incomplete
Commercial Pool Solutions				12	2	25	39	\$409,225
Summit YMCA (only offered swim lessons/classes)				15	N/A	0	15	N/A
Advanced Aquatics				15	3	35	53	\$283,311
USA Pools				40	10	45	95	\$249,024
Experience possible score:	40							
Gov't Contract possible:	10							
Price possible score	50							

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager *Bernard M. McCall*
Community Development Director *David*

FROM: City Engineer *David A. Borowski*

DATE: November 10, 2010

SUBJECT: Resolution for Support of 2010 Comprehensive Transportation Plan
November 18, 2010 City Council Meeting

Recommendation:

Staff recommends that the Mayor sign the attached resolution stating support of Fayette County's Comprehensive Transportation Plan (CTP).

Discussion:

Over the past two years Fayette County and the municipalities of Peachtree City, Fayetteville, and the Town of Tyrone have worked together to develop the 2010 Comprehensive Transportation Plan (CTP). This document is intended to serve as a guide for the local governments as they prioritize and plan future transportation projects. The CTP will also be used by the Atlanta Regional Commission as a first screen when evaluating projects for federal funding (i.e., a project typically has to be identified and supported in a local CTP to be eligible for federal aid).

Input from County and City staff, the general public and elected officials has had significant impact on the plan's development and final recommendations. Since October 2008 there have been ten structured opportunities for input, including a week-long workshop, open houses, public meetings, on-line surveys and County Commissioner workshops. In addition, several citizens requested individual meetings to discuss a particular project or idea. The recommendations provided in the final document represent a balance of this input, technical evaluation, feasibility and cost.

In order to ensure the CTP is truly a comprehensive document, the Fayette County Board of Commissioners are requesting that elected officials from Peachtree City, Fayetteville and Tyrone consider a resolution expressing general support for the recommendations provided in the plan.

Below is a summary of the CTP recommendations that was provided by the County.

Summary of Comprehensive Transportation Plan Recommendations

1. Use of Scoping Phases to better understand the extent, cost, impacts and benefits of the project.
2. Facility Maintenance – revise roadway resurfacing programs to include a more comprehensive rehabilitation approach.
3. Development of Access Management Policies
4. Develop a Transportation Demand Management (TDM) program
 - a. Bicycle and Pedestrian Improvements;
 - b. Enhancement of Multi-Modal Options (i.e., additional sidewalks and paths);
 - c. Street Network enhancement;
 - d. Carpooling and Vanpooling; and
 - e. Peak Hour Reduction.
5. Public Transit Service – the CTP recommends against the development of transit infrastructure projects for scheduled, fixed-route transit service.
6. Expand Transportation Services for Elderly and Disabled
7. Land Use – strengthen existing and emerging activity centers and preserve open, rural areas outside the centers. Design transportation facilities to be consistent with these land uses.
8. Intelligent Transportation Systems (ITS) – Develop ITS to include better signal synchronization; emergency management; and traveler information.

Staff concurs with the policies and recommendations in the plan and therefore recommends that Council authorize the Mayor to sign the attached resolution.

Budget Impact:

There are no budget impacts with this request.

Attachment – Resolution in Support of Comprehensive Transportation Plan

cc: City Engineer
Public Services Director

Resolution No. _____

**RESOLUTION OF THE CITY OF PEACHTREE CITY
TO SUPPORT THE 2010 FAYETTE COUNTY COMPREHENSIVE TRANSPORTATION PLAN**

WHEREAS, transportation systems affect the entire County through the quality of life for the citizens and the economic growth and development within the County; and

WHEREAS, effective transportation systems provide for orderly growth and development throughout the County; and

WHEREAS, Fayette County initiated the Comprehensive Transportation Plan in October of 2008, working together with the local municipalities to address the transportation needs in Fayette County with a unified transportation plan that is safe and effective and that protects both human and natural environments, and

WHEREAS, the Comprehensive Transportation Plan identifies transportation improvement priorities and recommendations for the County, allowing the County to compete more effectively at the Regional level for limited transportation funding, thereby maximizing the tax dollars of Fayette County citizens; and

WHEREAS, the Fayette County Board of Commissioners has requested support of the Comprehensive Transportation Plan from the municipalities of Brooks, Fayetteville, Peachtree City, Tyrone, and Woolsey, along with the Fayette County Board of Education.

NOW, THEREFORE, BE IT RESOLVED, that we, the Mayor and Council of the City of Peachtree City, Georgia, support the 2010 Comprehensive Transportation Plan and its priorities and recommendations as the County's base document for transportation planning.

Resolved this 18th day of November, 2010

Attest

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: City Council

VIA: City Manager *Demetrius McMiller*
Finance Director - Assistant *JD*

FROM: Director of Leisure Services *JD*

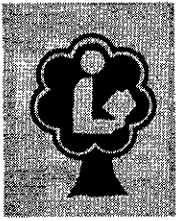
DATE: November 15, 2010

SUBJECT: Consider Acceptance of Scooter from Friends of the Library
For November 18, 2010 City Council Meeting Consent Agenda

Recommendation: That City Council accepts a donation from the Friends of the Library of an electric scooter to be used in the library to assist disabled patrons.

Discussion: In the attached letter of donation, the Corporation agrees to budget for continued, periodic maintenance of the scooter for its usable lifetime and relinquishes all claims to any residual value when it reaches the end of its lifetime. This donation would add a second scooter to one that is already in use there.

Budget Impact: No budget impact



Peachtree City Library, Incorporated
Friends of the Peachtree City Library
312 Crosstown Road # 152
Peachtree City, GA 30269
ptc.library.friends@gmail.com

November 12, 2010

The Honorable Don Haddix, Mayor
City of Peachtree City
151 Willowbend Road
Peachtree City, GA 30269

Dear Mayor Haddix:

The Peachtree City Library Corporation (Friends of the Peachtree City Library) has received an electric scooter, suitable for providing mobility to disabled persons within the Peachtree City Library. We would like to donate this scooter to the City of Peachtree City with the caveat that it remain in the library for use by patrons and volunteers.

The Corporation agrees to budget for continued, periodic maintenance of the scooter for its usable lifetime, and relinquishes all claims to any residual value when it reaches the end of its lifetime.

Please give this offer your consideration and that of the City Council. Please contact me on 404-376-0237 if you or the staff have any questions.

Very truly yours,

PAUL W. LENTZ, JR., Secretary

City Council of Peachtree City
REVISED AGENDA
November 18, 2010
7:00 p.m.

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Announcements, Awards, Special Recognition**
Proclamation – Peachtree City Youth Council
Recognize Theo Scott for Service on Planning Commission
- IV. Public Comment**
- V. Agenda Changes**
- VI. Minutes**
November 4, 2010, Regular Meeting
- VII. Consent Agenda**
 - 1. Consider FY 2010 Budget Adjustments**
Budget amendments are housekeeping in nature and are necessary to prepare for annual audit and to issue financial statements for FY 2010
 - 2. Consider Ordinance Amendment – Chapter 2, Residency Requirements**
Request to delete residency requirement due to state law
 - 3. Consider Donation of Scooter to Library**
Request to accept scooter donation to assist disabled Library patrons
- VIII. New Agenda Items**
 - 11-10-06 Public Hearing – Reaffirm Multi-family Moratorium**
Moratorium in effect for one year at a time and reaffirmation by Mayor and Council is required by the Code of Ordinances
 - 11-10-07 Consider Agreement with Wireless Consultant/Extension of Moratorium**
Request to approve consulting services agreement with David Snively and authorize the Mayor to sign agreement
 - 11-10-08 Consider Amending Schedule of Fees to Include Fee Structure for Applications for New Telecommunications Towers and Associated Facilities**
Request to approve fees for new applications and to include in City's Schedule of Fees
 - 11-10-09 Consider Telecommunications Franchise Agreement – NextG**
Agreement would allow company to provide telecommunications services using City-owned rights-of-way
 - 11-10-10 Consider Letter of Promulgation – Emergency Operations Plan**
Council approval requested for the 2010 revision of the City Emergency Operations Plan
 - 11-10-11 Consider Agreement for Pool Management**
Request to approve agreement with USA Pools
 - 11-10-12 Consider Resolution of Support – 2010 Fayette County Transportation Plan**
Resolution requested from all municipalities and Board of Education for the 2010 Fayette County Comprehensive Plan, which serves as guide for local governments
- IX. Council/Staff Topics**
Hot Topics Update
- X. Executive Session**

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