

City Council of Peachtree City
Minutes of Meeting
November 18, 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 proclaimed the month of December as Peachtree City Youth Council Month. Youth Council members Emily Lemay and Ella Sivertsen, along with Leisure Services Program Coordinator (Youth) Art Sivertsen, accepted the proclamation. Theo Scott was recognized for his service on the Planning Commission.

Minutes

Sturbaum moved to approve the November 4, 2010, regular meeting minutes as amended. Learnard seconded. The motion was approved unanimously.

Consent Agenda

- 1. Consider FY 2010 Budget Adjustments**
- 2. Consider Ordinance Amendment – Chapter 2, Residency Requirements**
- 3. Consider Donation of Scooter to Library**

Haddix noted there was an additional document on the dais – the memo from staff concerning Consent Agenda #3, noting that the scooter had been donated to the Friends of the Library by Mr. and Mrs. Mike Stackable in honor of Mrs. Stackable's parents, Mike and Leoda Martin.

Imker moved to remove item 1. Consider FY 2010 Budget Adjustments from the Consent Agenda. Learnard seconded. The motion carried unanimously.

Sturbaum moved to approve Consent Agenda items 2 and 3. Fleisch seconded. The motion carried unanimously.

1. Consider FY 2010 Budget Adjustments

Imker said there were several amendments in Consent Agenda 1, basically moving money from one account to another, and he wanted to ensure he understood what was going on. He referred to page 17 in the agenda packet, noting that approximately \$198,000 in impact fees were being transferred from one account to another. Assistant Finance Director Janet Camburn said that Council had approved a 75% exemption in impact fees for the Sany Corporation a few months ago, and the City was responsible for the 75% that had to be transferred to the Impact Fee fund. The transfer had to be made under the modified accrual method of accounting, and needed to show as an expenditure in the same fiscal year the fees were paid. The cash would not actually be moved at this point.

Imker referred to page 18 of the meeting packet, noting a fund transfer of \$75,000 in the Amphitheater Fund. Camburn said that \$15,000 for renovations of the facility had been approved by Council through the Council Contingency, but the budget adjustment had not been

made until now. The other \$60,000 was the amount of the potential deficit at the Amphitheater this year. Only the amount absolutely necessary would be transferred after all the entries, accruals, and deferrals were completed. Imker verified that those numbers would not be known until early 2011.

Imker referred to page 20 of the Council packet, noting that there had been an increase of \$100,000 for building permits, a \$250,000 increase in court fines, and a \$27,000 reimbursement to Tourism/Convention & Visitors Bureau (CVB). Camburn said they were all increase revenue items in the General Fund, based on the anticipated revenue increases for this fiscal year. Building permits were up because of the Sany construction. Court fines were up \$250,000. Both of those increases would offset other things later. The \$27,000 reimbursement to Tourism/CVB was the amount paid to the employees upfront, but the City was reimbursing for a portion of the three employees. There needed to increases on the revenue and expenditure side to offset the actual transactions.

Imker referred to page 23, which he called a summary sheet, of the meeting packet. Camburn said that sheet showed the actual changes in each fund. She said the changes were only on the budget side, increasing the revenue and expenditure side of each fund. She continued that the hotel/motel tax, on second page of adjustments, increased. Staff anticipated an additional \$27,500 more in hotel/motel tax than projected. A portion of the hotel/motel tax fund was disbursed to the General Fund and a portion to the CVB.

Imker moved to approve Consent Agenda 1 Consider FY 2010 Budget Adjustments. Sturbaum seconded. The motion carried unanimously.

New Agenda Items

11-10-06 Public Hearing – Reaffirm Multi-family Moratorium

Community Development Director/City Planner David Rast addressed Council, requesting they reaffirm the multi-family rezoning moratorium that had been in effect for a number of years and expired in November 2010. Staff requested the moratorium be renewed for another year, expiring in November 2011.

The public hearing opened.

Phyllis Aguayo said the moratorium had served the City well. Her impression was the City had more multi-family than originally planned, as well as having senior properties with the potential of becoming multi-family developments. She encouraged Council to continue the moratorium.

The public hearing closed.

Imker said he would like to understand the procedure of reaffirming the moratorium every year. City Attorney Ted Meeker said the City continually evaluated the housing needs with the Comprehensive and future Land Use Plans to see if there was a need or justification for additional multi-family housing. Meeker said the City was in the middle of updating the Comprehensive Plan. Imker asked if the moratorium would need to continue forever, possibly at

build-out. Meeker said it was conceivable that the moratorium would end one day. Haddix added that a future re-development rezoning request could come up.

Fleisch moved to reaffirm the multi-family housing moratorium. Sturbaum seconded. The motion carried unanimously.

11-10-07 Consider Agreement with Wireless Consultant/Extension of Moratorium

11-10-08 Consider Amending Schedule of Fees to Include Fee Structure for

Applications for New Telecommunications Towers and Associated Facilities

After some discussion on 11-10-07, the consensus among Council was to combine the two agenda items.

Meeker said information in the meeting packet was self-explanatory. One of the issues under the federal telecommunications act was the City did not have the benefit of being able to prove its side in court if an application were denied. The City had to have its ducks in a row by the time an application came before Council. The goal of having a consultant was to not deny every application that came before Council. It was to ensure every application was properly evaluated, especially with the radio frequency data that was submitted with an application. Meeker added that the fees were the next agenda item, and they were set by making sure any costs incurred would be offset by the application fee.

Meeker continued that a number of engineers' names had been received and evaluated, and staff talked to jurisdictions they had worked with. A phone interview had been held with David Snavelly, and staff felt very comfortable proposing his name based on the information received. The extension of the moratorium was included with the agenda item in the event Council did not approve the consulting agreement with Snavelly. Staff wanted to ensure a consultant had been hired before the moratorium ended. The moratorium would expire if Council approved Snavelly as the consultant.

At this point, Imker asked to combine the items as he understood the consultant's fees would be covered by the application fees. Imker moved to combine agenda items 11-10-07 Consider Agreement with Wireless Consultant/Extension of Moratorium and 11-10-08 Consider Amending Schedule of Fees to Include Fee Structure for Applications for New Telecommunications Towers and Associated Facilities. Learnard seconded. The motion carried unanimously.

Rast said the proposed fees were based on the recently approved wireless telecommunications ordinance. The proposed fee structure included:

<i>Administrative review</i>	<i>\$250</i>
<i>Conditional Use Permit review (antenna on existing structure)</i>	<i>\$2,000</i>
<i>Conditional Use Permit review (new structure)</i>	<i>\$4,500</i>

Rast continued that the fees were in line with Snavelly's schedule of fees. Imker asked how long the radio frequency engineer's review would take. Meeker said it would depend on the

complexity, but typically 21 – 45 days, and Snavelly was familiar with the time parameters set by federal, state, and local regulations.

Imker how much the fee would be for antennas that would be mounted to light and telephone poles. Meeker said the fee for an existing structure would be \$2,000 for each separate site and separate application. Imker said that could be a windfall for the City. Noting that there was another item on the meeting agenda regarding affixing antennas to light poles. If the need was for 15 poles to be used, he did not necessarily want to charge \$2,000 for each structure when the work required to perform the analysis would be the equivalent of one pole.

Meeker said that agenda item would be separate and distinct if Council approved the franchise. Georgia law treated such utilities as any other utility. They would not have to come before Council on a per pole basis and submit an application fee. Based on Georgia law, they would not fall under the City's wireless telecommunications ordinance. In terms of the applications themselves, Georgia law was clear that any type of regulatory fee must approximate the actual costs for the City to provide the service, including consulting fees or the City Attorney's fees. The fees were under constant revision to ensure the City was not taking in more money than was being spent on an item. Learnard clarified that the fees would cover staff's costs, as well as the consultant's costs. Meeker said many applications, such as rezonings and annexations, were time-consuming and were more than routine matters. The fees were set in such a way that the City was compensated for the amount of staff time. It was the same with building permit fees. They were supposed to cover the cost to the City of providing the service. Sturbaum clarified that the agreement had a \$30,000 maximum. Meeker said that was correct.

Sturbaum moved to approve 11-10-07 and 11-10-08 as presented by staff. Fleisch seconded. The motion carried unanimously.

11-10-09 Consider Telecommunications Franchise Agreement – NextG

Rast said the City had received the request from Christopher Sinclair of NextG several weeks ago, requesting the use of City right-of-ways for the installation of underground fiber optic and the potential of locating antennas on existing street lights. He referred to the copy of the franchise agreement in the meeting packet, with the general standards staff would like to see incorporated in the agreement, and Rast said he would review those standards after Sinclair's presentation.

Sinclair, the senior director of network real estate for NextG Networks, said NextG was a leading provider of distributed antenna systems (DAS). The DAS technology was designed to improve the coverage and capacity within existing cellular networks, where existing macro sites such as towers and monopoles could not be sited or could not reach. Sinclair said that one of their clients had approached the company for a solution in one section in the City. He explained that a lack of coverage simply meant no signal strength, and a lack of capacity implied there were too many subscribers accessing the network. Sinclair believed lack of coverage was a problem in the particular area, and that the existing macro sites could not reach the area. Their client had prioritized the area.

Sinclair continued that, as a turnkey provider of DAS and networks, he had approached the City with a formal franchise application in order to access the public rights-of-way. NextG was a certified utility through the Public Service Commission (PSC) and deployed solely within the public rights-of-way. NextG had constructed the networks over all the country, including a network in midtown Atlanta and Sandy Springs. This summer, NextG launched its 5,000th DAS site. A DAS was a practical siting alternative to create an infill strategy to bring the area back into coverage.

An estimated six locations had been identified in the Kedron target area, but no field engineering had taken place. Fiber optic cable would be located in the public rights-of-ways to back haul the traffic from each pole location to a centralized hub facility, which offered an interface with the public switch telephone network. Each DAS installation included an antenna, optical equipment, disconnect switch, electric meter, and associated hardware and cabling. Construction would begin next year. Additional sites might be deployed within the City depending upon future operator interest.

Sinclair said several factors were important in determining a site, including topography, tree canopy, and environmental factors. NextG's preference was to attach the antennas to existing infrastructure. If that was not available, new poles would be required and NextG would work with the City on the design and placement of the poles in the public way. NextG had an attachment agreement with Georgia Power and AT&T; however, the agreement with Georgia Power did not avail access to street light poles. The company might approach Coweta-Fayette EMC to utilize their pole infrastructure for future projects.

Sinclair continued that the project in the City was small in size relative to the area service. They would maximize the use of existing poles where possible. The install size was low impact and visually unobtrusive, and the equipment was easy to install and maintain. The network was scalable to meet operator needs, and collocation could support multiple operators sharing common fiber infrastructure. The benefits to the City included enhanced service. All NextG installations were categorized far below the Federal Communications Commission (FCC)-mandated Maximum Permissible Exposure levels for "General Population, Uncontrolled Exposure," and were categorically exempt from municipal regulation. The equipment met the American National Standards Institute (ANSI) standards for maximum power density, and the installations would not interfere with other devices.

Imker said that, as a utility, NextG was exempt from municipal regulation. He asked why. Imker also asked about the threshold for emissions. Sinclair said the output from the installation was minimal, noting again that radiation and output power were subject only to federal regulation, not municipal regulation.

Sturbaum reported that the City of San Francisco required a sign be attached to the poles with NextG devices, and the signs gave information on the radio frequencies. Sturbaum wanted a similar sign included in the agreement and asked Sinclair if NextG was willing to include a sign on all the poles that had antennas attached. Sinclair said he would discuss that with staff.

Fleisch said a radio frequency study was required as part of the application, and the study should show the need for a tower. She asked if having the NextG antennas would affect the radio frequency study. Sinclair said it would because the area would benefit with improved coverage for that operator. Fleisch said a side benefit could be fewer towers. Haddix said that maybe the towers could be moved further away from a residential area, pushed together, or eliminated. Sinclair said it was possible, reiterating that the devices had extremely low power and very limited range. It was a network designed to solve a problem in a targeted area. He understood the City had pinpointed areas for future towers, adding the antennas could factor in siting of towers. NextG was focused on a particular network.

Haddix said he understood range of service and spacing of poles. His fear was a promulgation of additional poles. He did not want to see poles everywhere. Sinclair said that was a common question, but they had not seen proliferation. This was an area their client had prioritized to remedy the situation. Other operators might have similar desires, but might not have the same priority. There might be multiples, but given the geographic area, they had not reached that threshold. Haddix asked how far apart the poles would be. Sinclair said, depending on the topography, the distance between poles should be 0.25 mile.

Learnard asked what controls the City had over the poles. She asked if there was a set of criteria for the installation of the poles. Rast said the engineering had not been done yet to determine exactly where the antennas would go, so the specific locations were unknown. NextG would have to provide a drawing with the locations shown. Rast said areas of location with a street hierarchy had been suggested, with the first preference along SR 54 and SR 74. Rast noted that there were intersections with signal poles and overhead lights. The next areas would be the community collector roads, such as Georgian Park, Braelinn Road, and Kedron Drive, followed by the village collectors, and then residential streets. The last location to be considered would be the scenic roads. The City wanted to work with NextG to keep the structures within the right-of-way on roads that already had tall overhead light fixtures. As for the residential areas, the street lights were probably too low, but there might be areas in subdivisions where the right-of-way was adjacent to a greenbelt, and a pole could be located in that area. Rast said NextG's intent was to provide the coverage and make the poles and equipment blend in with the surrounding areas.

Haddix asked what telecommunications law said if another utility such as NextG wanted to do the same thing, wanting to compete. Meeker said it was covered under Title 46 of Georgia law, which treated them all as public utilities. Under the same theory as the telecommunications act, the City could not discriminate among the various providers. Haddix asked if the City could have two to four providers putting up poles. Meeker said that, in theory, could happen.

Imker asked if NextG would be charged \$2,000 per antenna that was put up. Meeker said there would be no fee because NextG was a public utility. Imker noted the coverage area was the top portion of Kedron Village, asking if it was practical for a competitor to put in another six poles. Sinclair said he could not speak to that, but they hoped to work through the sales channel to attract collocation with other operators. There were certain economies of scale with collocation on an existing network rather than installing a parallel network. Imker was concerned about

proliferation, but did not see it happening. He added that the DAS would be an advantageous scenario.

Sturbaum asked how many providers could be on one pole system. Sinclair said there were generally two operators, but the equipment specifications for this project had not been defined, so he could not say whether there would be collocations on the poles. There would be collocation along the fiber-fed network because they would lay sufficient cable for the possibility of additional operators. Sturbaum asked Meeker to verify that the City could not force collocation on a utility as it could on a tower. Meeker said that was correct.

Haddix opened the floor to public comment.

Juan Matute supported a better network and said NextG had a great idea. A fiber-fed network would require an extensive amount of laying cables. He said Council would have to sell this to the public. People would question why their yards were being dug up. The downside was the extensive laying of cable. Sinclair said restoration was always certainly the responsibility of anyone performing construction in the public right-of-way. The instances of open trench were relatively few. They would use a directional bore.

Beth Pullias noted that she lived in the zone under discussion. There were several light poles in her area, but they were all owned by Coweta-Fayette EMC. She encouraged NextG to work on an agreement with the EMC so more poles would not need to be added. She was leery of the City having no say in anything once the agreement with NextG was signed, but she believed the concept was good. Sinclair said they would approach the EMC for attachment rights, but they operated under a different section of the utility act than an investor-owned utility. Their preference was to attach to existing infrastructure.

Phyllis Aguayo also liked the idea of a pole better than a tower, but was concerned about giving up control. She asked who had the final say on the maximum height of the antennas. Sturbaum said the maximum height was 35 feet. If the poles were to be higher, they would have to come to Council. Aguayo said the scenic highways were very important to the City, asking if the City could control whether a pole was located at a subdivision entrance. Meeker said no, if the entrance was in the City right-of-way, then a pole could be located there. Fleisch said the primary locations would be along SR 54 and 74 and the community collector roads. Hopefully, the coverage would be satisfied in those locations, so there would be no need to go into the subdivision. Aguayo asked if there would be any control over the poles that needed to go into a subdivision. Fleisch said probably not. Aguayo said that it sounded like a good alternative to towers, but reiterated she was very concerned about the lack of control.

Mary Giles asked if the new radio frequency consultant could also consult on the DAS technology. Meeker said no, that the DAS technology was treated separately under federal and state laws. Giles was also concerned about more than two carriers per pole. She could foresee multiple carriers and poles using DAS going into neighborhoods. Giles asked if the hardware equipment made noise and how close they were to the ground. Sinclair said the equipment should not buzz or hum. There would be a fan that should be quiet enough that it could not be heard by

the abutting property. The equipment was placed above the pedestrian zone on a pole on a sidewalk. If a new pole was to be installed, NextG would work with staff to lower the poles to afford a line of sight. On a third party pole, the utility was mandated by safety standards.

Giles said that cell towers had back-up power, asking if the antennas would have back-up power. Sinclair said there was back-up power at macro sites, but their sites would stop working if the power went out. Some of the operators did require battery back-up within a two-hour time limit, so there could be a separate box for that. It was up to the client to determine whether they wanted back-up power. Giles asked if there would be an additional fee to the carrier for the back-up power. Sinclair said there would be a separate box, so there would be an additional fee. The units were not unlike other units that provided seamless back-up services. He did not know what this particular operator wanted. Haddix noted that a loss of power was the time most people would need their cell phones. Since the decision was up to the carrier, Sinclair said he could express the City's interest in the battery back-up. Giles said that, if the company was going to the expense to put the technology in, NextG should strongly recommend the back-up power to give the residents peace of mind.

Giles continued that, from her research, the companies providing DAS, with NextG specifically mentioned, had been financially operating in the red since 2001. Giles said she did not know what was happening currently. She asked who would take over the technology if NextG were to go under financially. Meeker said it would be the successor entity, if there was one. Giles said her questions were about more than this particular company, she was looking at the bigger picture.

Giles asked if the six poles could be used as a test, especially since the City had no control over many things. Sinclair said that NextG was a classic Silicone Valley start-up. He could not speak to operating in the red, but the company had grown every year. The company had received an equity investment last year, and NextG considered itself financially strong. The regulations did address abandonment of a facility, but he was not sure of the remedy. Giles asked about the 3% of revenues franchise fee and why that was done as opposed to a flat fee. Meeker said that the 3% fee was mandated by state law, and there was no leeway. Meeker said it was the same for telephones companies, the franchise fee was capped at 3% of revenues.

Sturbaum asked Sinclair if NextG would be willing to have battery back-up system added to the franchise agreement. Sinclair reiterated that was not NextG's choice, but the operator's specification. Sturbaum and Learnard asked if NextG could make it their choice. Sinclair said they could not. He would plead on the City's behalf for battery back-up, but it was not their choice. Haddix said that part of the advertisement was to help during emergencies, and part of that meant having the system work when the power was out.

Lynda Wojcik asked if specific areas of right-of-way could be designated. Haddix said state law did not allow for that. Wojcik clarified that the poles could go anywhere the City owned property. Meeker said in the public right-of-way.

Jim Savage said everyone seemed to like the concept. The City required underground utilities, and any time new services were provided, they went underground, so the City did have some

degree of control. No other utilities could put up poles. He asked if there could be something in the agreement that gave staff, the Planning Commission, or Council the right to say where the new poles could be located. Citizens did not like that the poles could go anywhere. Meeker said there was a way to do that, but ultimately it was up to NextG, as they were seeking the franchise. Haddix added that on private property, an easement would be needed to cross the property. The right-of-way was owned by the City or state, so it was completely different in ownership.

Fleisch asked how big a geographic area the possible six poles would be located in. Learnard asked how it was addressed in other cities. Sinclair said that, once the right-of-way access was approved, the radio frequency engineers would determine how to best meet the coverage objective. Sinclair said they would have to work through the engineering to answer the question. He was the municipal voice on the team, and he would ask them to reconsider locations where he thought there would be a conflict. He had familiarized himself with the area, and there were locations that were prime candidates for new poles that would not impact an abutting property owner. There was some give and take, and NextG would work with staff on getting the best coverage while minimizing the impact on neighborhoods. Because of the low power of the operation, there was not a lot of flexibility, but they were sensitive to citizen concerns.

Bonnie Beerbower asked if NextG had the right of eminent domain. Sinclair said the utility's use of the public right-of-way was not considered eminent domain. The section of Georgia code under which NextG applied for the franchise included the use of eminent domain, but they were not looking to impose eminent domain over any real or private property. He understood that eminent domain applied to rail right-of-way and existing telecommunications easements. Meeker said that, as a public utility, NextG would have that right. Sinclair said NextG only deployed in the public rights-of-way. They did not attach to buildings or on private property. Eminent domain was not something they were looking to explore. Beerbower asked if there was a required distance the technology had to be from areas such as schools. Sinclair said there was not.

Matute said he assumed the use of DAS was only to supplement service, and that it was more expensive than putting up a big tower. He said this was an alternative for a carrier to provide better service, and they would be motivated to get to those pockets of poor service.

Imker asked if any of the permits would be reviewed by Council. Meeker said they would not; they would file a permit application in Community Development/Building Department.

Imker asked what the radio frequency emissions compared to, asking whether it was a walkie-talkie or a citizens band radio. Sinclair said they did not have a comparison, but the levels of maximum permissible exposure were well below Federal Communications Commission (FCC) mandated levels. Imker said he wanted some kind of judgment factor. Sinclair said he could ask NextG's staff.

Pullias said this had been a great introduction to the technology. She asked if there could be a provision in the agreement to include the battery back-up and a provision to come to Council if new poles were needed. She asked if the agreement could be tweaked, then come back to Council for approval.

Haddix asked Council for their definitive areas of concern that could be addressed by staff and NextG.

Fleisch said the technology was far more palatable overall than a new tower. She could not imagine NextG would want to go through the angst of putting in a new pole.

Sturbaum said the utility could benefit the City as whole, but he was concerned about signs on the poles regarding the emissions, adding the City should push for battery back-up. The purpose of cellular communication was to have the communication. He shared the concerns about poles everywhere. He wanted to know what options the City had if it owned the poles, under the certificate of public convenience and necessity. The technology removed the angst about the macro towers.

Learnard noted that battery back-up was not an option of NextG, but their client company. They should listen to what Sinclair had told them about the option. She said the notification signs could be more obtrusive than the poles. Her concern was the location of the new poles, which was the part most of Council and the citizens did not like. She had not heard an answer to that yet. Sinclair said they placed door hangers within a certain radius of where new poles were proposed. Usually, they received very few calls, noting that most callers were curious. There was a sticker on every installation with NextG contact information.

Sturbaum read the sign information – *Information, the radio frequency emissions at this site have been evaluated for potential RF exposure to personnel who may need to work on these antennae. RF exposure at this site does not exceed the FCC public exposure standard, and thus has been determined to be safe for general population.* He continued that the sign was located a little above eye level and did not appear to be too large on a pole. A toll-free number for NextG was included on the sign. Sinclair said that signage was intended for the utility pole worker who might be in proximity and passing through the power space. It would not apply in this case as the antennae were not going on utility poles. Sturbaum said he understood, but when dealing with transmissions, this was important.

Imker said he wanted Council to make a decision that night. The concerns were not anywhere near that of the cell towers. He was prepared to approve the franchise.

Haddix strongly urged Sinclair to discuss signage with staff and to push the battery back-up with the providers. NextG's advertising promised reliability. It was NextG's duty to push the back-up with providers as they advertised the reliability of their system.

Meeker said that, per Georgia law, Council had to act within 60 days of receiving the request. The 60 days ended on November 20. Council had three options – to approve with conditions, to reject the application, or for NextG to withdraw and re-submit the application. Continuing the request, by operation of law, would approve the application with no conditions.

Haddix said he preferred to approve the application with recommendations and conditions. Imker agreed. Learnard asked about the conditions. Haddix said urging the provider to have

battery back-up, ensuring the proper plates were on, and consulting with staff on locations should be included. Learnard said it would include the understanding that the conditions might not be met.

Meeker said there were already a number of conditions staff had proposed. Rast read the following conditions from the draft memorandum of understanding:

As mutually agreed upon the following conditions will apply to the state franchise agreement regarding utilities in rights of way within the municipal limits of the City of Peachtree City:

General standards, design requirements and miscellaneous provisions:

Unless otherwise approved by City Council, all fiber optic, pole infrastructure and associated equipment shall be located within the public right-of-way and subject to the applicable general standards and design requirements identified herein.

Prior to the installation of any equipment, a detailed drawing must be provided to city staff identifying all proposed pole infrastructure and associated equipment. Because these facilities will be located within existing rights-of-way, the following street hierarchy shall be used when locating these facilities, to the extent practical:

- (a) Arterial highway;*
- (b) Community collector;*
- (c) Village collector;*
- (d) Residential street; and,*
- (e) Scenic road.*

Where pole infrastructure and associated equipment are located within established residential neighborhoods and existing poles are not available or suitable, the location of new pole infrastructure shall be adjacent to city-owned greenbelt or open space to the greatest extent practicable. The intent of this provision is to ensure the location of new pole infrastructure does not disrupt the residential character of the neighborhood.

It is understood the installation of new support poles may be required to be installed under the terms of this franchise. Each new pole shall be architecturally equal to or similar to light poles adjacent to the location of the new pole and shall be brown or black in color, and shall not exceed thirty-five (35) feet in height as measured from finish grade to the top of the pole. It is understood the antennas may extend 2-4' from the top of existing or new support poles, together with any other extensions that may be required for safety purposes per the requirements of the National Electric Safety Code, and the equipment at the base of the pole may or may not be affixed to the pole.

The City agrees to require that all future users of the public right-of-way shall comply with the same terms on an equal, nondiscriminatory basis in accordance with O.C.G.A. § 46-5-1(b)(1)(F).

Learnard said she could support that. Sturbaum said he could with the addition of the battery back-up and signage, encouraging Sinclair to strongly encourage the back-up power. Learnard said putting a sign on the poles would make people think about it. Sturbaum disagreed, saying it was talking about the general safety of the population. Learnard said she respected Sturbaum's opinion, but there would already be a sign on the installations, and it would call more attention to something that should be very unobtrusive. Rast suggested to Sturbaum that, once the City got the drawings of where the poles would be located and the types of poles, they look at adding the additional signage on or adjacent to the pole. Sturbaum said he did not want the signage to be obtrusive, and the signs in the photos appeared to be mounted with adhesive. He said that would be acceptable.

Sturbaum moved to approve the franchise agreement with NextG with due consideration given to a battery back-up, signage where appropriate as determined by staff, cooperation with staff and review of all locations, and all the stipulations in the draft as presented by staff. Fleisch seconded. The motion carried unanimously.

11-10-10 Consider Letter of Promulgation – Emergency Operations Plan

Assistant Fire Chief Peki Prince asked Council to approve the 2010 Emergency Operations Plan, which established the basic policies and procedures that allowed staff to properly mitigate and minimize the damage during natural or man-made disasters. The plan was reviewed each year, and Council was asked for approval each year. The plan had undergone modifications recently. Once Council approved the letter of promulgation, the plan would be distributed, with training and an exercise planned after the first of the year.

Sturbaum moved to approve the re-authorization of the Peachtree City Emergency Operations Plan. Fleisch seconded. The motion carried unanimously.

11-10-11 Consider Agreement for Pool Management

Leisure Services Director Randy Gaddo reported that six proposals had been submitted for the operation and management of the City's five swimming pools and the decorative fountain at City Hall Plaza. One submission was eliminated because the proposal was incomplete. The staff committee generally found that USA Pools was the most qualified in all areas and also the lowest proposer at an annual cost of \$249,024. Staff had accomplished what they set out to do with the Request for Proposal (RFP) and found out the market price for the services. The process had also reduced costs, with the cost coming in under budget for 2011.

Learnard asked what the City's history was with USA Pools. Gaddo said the City had used USA Pools since 1998. The first year had been rough; it had taken a few years to get a good understanding of what was needed. Learnard asked how far under budget the proposal was. Gaddo said \$7,000.

Sturbaum moved to approve the agreement for pool management with USA Pools as documented in the proposal. Imker seconded. The motion carried unanimously.

11-10-12 Consider Resolution of Support – 2010 Fayette County Transportation Plan

Haddix said the plan needed to be reconciled more before he could support it. The material was very confusing.

City Engineer Dave Borkowski said he understood Council's concern. Staff talked about getting a document that was not a draft, but the final plan, for review. County Engineer Phil Mallon was present at the meeting and told Council he hoped to have the final document by the end of November.

Sturbaum moved to continue the resolution of support for the 2010 Fayette County Transportation Plan until December 2, pending information from staff. Fleisch seconded.

Imker said they did not really know what was in the document, but the verbiage of the resolution should include the controversial subjects. Voting yes on the resolution meant Council supported the County Transportation Plan, although there were certain projects they might not agree with, such as mass transit. He wanted to ensure every possible City project was in the plan and to be assured everything the City wanted was in the plan.

Haddix said, while he supported the City projects, there were two components in the County's list that he would never support. He asked if the resolution could be worded in that way. Fleisch said the changes made to the resolution noted Council only supported the City projects in the plan. Borkowski said he tried to write the resolution in such a way that Council was just approving the City's projects in the plan and the general policies recommendations. He could have a one-on-one session with the Council Members if needed.

The motion carried unanimously.

Council/Staff Topics

Hot Topics Update

City Manager Bernard McMullen said the soil analysis report was expected in the next few days for the MacDuff tunnel. The analysis would help staff know if an alternate route was feasible and provide information for a more accurate cost estimate.

Learnard noted that the big tree at 106 Hickory was gone and asked who to thank. McMullen said it was probably Housing Official Tami Babb.

Learnard continued that the City's new mapazine was available for \$2. It was put out by staff, the CVB, and Atlanta Regional Airport-Falcon Field. She noted there were ads from local businesses, excluding real estate ads. There were also two or three iPhone apps available.

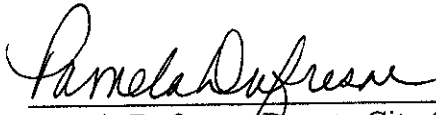
Imker referred to recent headline in a local newspaper, "\$850,000 for The Gathering Place for bridge games." It was a way to kill a project, and he was disappointed in the headline. Imker continued that what had been discussed at the November 9 workshop was potential funding for an expansion of the facility. The facility had a calendar crammed full of activities. Citizens could look at the calendar at The Gathering Place any time. Rental opportunities would be

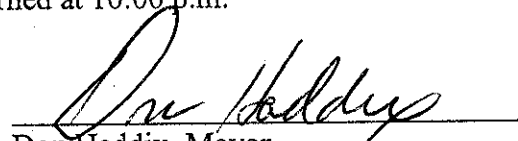
greatly advanced with an expansion, as well as more room to meet citizen needs. The building was so overcrowded now that space was used in the Amphitheater Box Office/Welcome Center. Imker said he was not supporting the expansion at this time, but was waiting for all the information to come in before making a final decision. He wanted to make it clear that the expansion was not just for bridge.

Sturbaum moved to reconvene in executive session for the potential acquisition of real estate, threatened or pending litigation, and personnel matters at 9:10 p.m. Fleisch seconded. The motion carried unanimously.

Imker moved to reconvene in regular session at 10:00 p.m. Sturbaum seconded. The motion carried unanimously.

There being no further business to discuss, Sturbaum moved to adjourn. Learnard seconded. The motion carried unanimously. The meeting adjourned at 10:00 p.m.


Pamela Dufresne, Deputy City Clerk


Don Haddix, Mayor