



CITY OF FAIRBURN
CITY HALL
56 Malone Street
Fairburn, GA 30213
September 24, 2018
6:00 PM

WORKSHOP AGENDA

- I. MEETING CALLED TO ORDER: Mayor Elizabeth Carr-Hurst
- II. ROLL CALL: Keshia McCullough, City Clerk
- III. COUNCIL DISCUSSION
- IV. REVIEW OF AGENDA ITEMS FOR COUNCIL SESSION
- V. ADJOURN



CITY OF FAIRBURN
CITY HALL
56 Malone Street
Fairburn, GA 30213
September 24, 2018
7:00 PM

REGULAR AGENDA

The Honorable Mayor Elizabeth Carr-Hurst, Presiding

The Honorable Mayor Pro-Tem James Whitmore
The Honorable Alex Heath
The Honorable Pat Pallend

The Honorable Linda J. Davis
The Honorable Hattie Portis-Jones
The Honorable Ulysses Smallwood

Keshia McCullough
Randy Turner

City Clerk
City Attorney

- I. Meeting Called to Order: The Honorable Mayor Carr-Hurst
- II. Roll Call: Keshia McCullough, City Clerk
- III. Invocation: Bishop Aaron B. Lackey
Temple of Prayer Cathedral
United Churches of God in Christ, Inc.
- IV. Pledge of Allegiance: In Unison
- V. Presentations:
Proclamations for the wife of the late Judge Willie J. Lovett Jr.
 - **Georgia State Senate** Senator Donzella James
 - **Georgia House of Representatives** State Representative Sharon Beasley-Teague
 - **City of Fairburn** Mayor Pro Tem James Whitmore
- VI. Public Comments: Thirty (30) minutes shall be available for public comments. Each speaker shall be limited to three (3) minutes; however, a speaker may transfer his or her three (3) minutes to another speaker, but no speaker shall be permitted to speak for more than (6) minutes; further in the event more than ten (10) speakers desire to speak, each speaker shall be limited to two (2) minutes and no speaker may speak more than four (4) minutes. Issues raised at this time are generally referred to the City Administrator for review. Responses will be provided at a later date.
- VII. Adoption of the Council Agenda: Councilmembers

VIII. Approval of Consent Agenda Items: Councilmembers

IX. Approval of September 10, 2018 Minutes: Councilmembers

X. Public Hearings:

2. **Finance** Rodrique Taylor
2nd Public Hearing for proposed Fiscal Year (FY) 2018-2019 budget.

3. **Community Development** Tarika Peek
Public Hearing for the proposed text amendment to reduce the retail/commercial buffer standard for the Highway 74 Overlay District.

4. **Community Development** Tarika Peek
Public Hearing for a request to rezone the subject property from R-2 (Single-Family Residential District) to R-CT (Residential Condominium/Townhouse) to allow the development of 232 townhouses and 86 single-family homes on 75.9 acres.

XI. Agenda Items:

5. **Finance** Rodrique Taylor
Approval of the 2018 Millage Rate for the City of Fairburn

6. **Office of the Mayor** Mayor Elizabeth Carr-Hurst
Discussion of the Betty Hannah Monument at Georgia Military College

7. **Utilities** Tom Ridgway
Approval of the three-year renewal of a Service Agreement with Smart Covers, Inc. in the amount of \$9,900 per year.

8. **Utilities** Tom Ridgway
Approval to accept a proposal from Action Underground Utilities to replace approximately 1,100 feet of a failed clay sewer line on White Bird Way in the amount of \$160,700.

9. **Utilities** Tom Ridgway
Approval of a Task Order with Integrated Science and Engineering in the amount of \$17,200 to conduct Phase I MS4 inspections of storm drain structures in the Deep Creek watershed.

10. **Utilities** Tom Ridgway
Approval of a Pole Attachment Agreement with New Cingular Wireless PCS, LLC.

11. **Utilities** Tom Ridgway
Approval of a Pole Attachment Agreement with MCI METRO Access Transmission Services Corporation.

12. Parks and Recreation

Chapin Payne

Approval of the revised City of Fairburn facility reservation policies and facility reservation fee structure.

13. Fire Department

Deputy Chief Cornelius Robinson

Approval of the designation of the Fairburn Fire Departments as “Baby Safe Haven” locations.

14. Council Comments:

Councilmembers

15. Executive Session*- (1) Personnel

City Attorney

16. Adjournment

Councilmembers

*When an Executive Session is required, one will be called for the following issues:
(1) Personnel (2) Real Estate or (3) Litigation.



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: PROCLAMATION FOR THE LATE JUDGE WILLIE LOVETT

() AGREEMENT () POLICY / DISCUSSION () CONTRACT
() ORDINANCE () RESOLUTION (X) PRESENTATION

Submitted: 09/20/2018

Work Session:

N/A

Council Meeting: 09/24/2018

DEPARTMENT: N/A

BUDGET IMPACT: N/A

PUBLIC HEARING? () Yes (x) No

PURPOSE: Senator Donzella James, State Representative Sharon Beasley-Teague and Mayor Pro Tem James Whitmore will present a proclamation to the wife of the late Judge Willie J. Lovett Jr.

HISTORY: N/A

RECOMMENDED ACTION: Presentations


Elizabeth Carr-Hurst, Mayor



CITY OF FAIRBURN
CITY HALL
56 Malone Street
Fairburn, GA 30213
September 10, 2018
7:00 PM

***The Honorable Mayor Elizabeth Carr-Hurst,
Presiding***

The Honorable Mayor Pro-Tem James Whitmore
The Honorable Alex Heath
The Honorable Pat Pallend

The Honorable Linda J. Davis
The Honorable Hattie Portis-Jones
The Honorable Ulysses Smallwood

Donna M. Gayden
Keshia McCullough
Randy Turner

City Administrator
City Clerk
City Attorney

- I. Meeting Called to Order: The Honorable Mayor Carr-Hurst
The meeting was called to order at 7:00 PM by Mayor Carr-Hurst.
- II. Roll Call: Keshia McCullough, City Clerk
Roll call was taken by City Clerk Keshia McCullough and all members were present.
- III. Invocation: Pastor Danita Jones
In His Great Name Ministries
- IV. Pledge of Allegiance: In Unison
- V. Presentations:
1. **Parks and Recreation** Chapin Payne
Parks and Recreation Director Chapin Payne recognized the 2018 Georgia Recreation & Park Association Field State Champions from the Fairburn Youth Track & Field team. The State Champions are Kaylin Jackson, Jaylen Hardy, Dylan Mason, William Wilcox, Larry Maxwell, Jude Adderlay and Karrington Jackson.
 2. **Police Department** Chief Stoney Mathis
Chief Mathis recognized several employees and residents from the Solstice apartment complex for their efforts in saving a child from drowning. Chief Mathis presented Shantae Harris, Patricia Taylor, Stephanie Brown and Mark Nieman with certificates and challenge coins.

VI. Public Comments: Thirty (30) minutes shall be available for public comments. Each speaker shall be limited to three (3) minutes; however, a speaker may transfer his or her three (3) minutes to another speaker, but no speaker shall be permitted to speak for more than (6) minutes; further in the event more than ten (10) speakers desire to speak, each speaker shall be limited to two (2) minutes and no speaker may speak more than four (4) minutes. Issues raised at this time are generally referred to the City Administrator for review. Responses will be provided at a later date.

1. Pastor Danita Jones stated that great things are happening in Fairburn. She said that she is so proud to see the houses coming down in the Lightning Community and that problems are being eliminated. She also thanked Harvey Stokes for his contribution to the City and making it feel safer for the citizens.
2. Mary Johnson stated that she and her husband have been living in the City for 32 years and that they see and appreciate the change. She commended the City staff for picking up the litter and making her feel safe while she is walking in the mornings. Mrs. Johnson spoke on the speeders on Rivertown Road. She suggested that police officers are assigned to that street on a regular basis to slow down the drivers. Lastly, Mrs. Johnson inquired about plans to extend the sidewalk up to Waterboy Road.
3. Michael Johnson commended the Mayor and Council on the changes that have been made in the City. He suggested that cameras should be put up on Rivertown Road to slow down the speeding drivers. To conclude, he thanked the Parks and Recreation Director, Chapin Payne, for all the great work that she does.

VII. Adoption of the Council Agenda: Council Members
Mayor Pro Tem Whitmore made the motion to adopt the Council Agenda with the addition of agenda item #15.5 and Councilman Heath provided the second.

Motion carried 6-0

VIII. Approval of Consent Agenda Items: Council Members
Councilman Heath made the motion to approve the consent agenda items #6, 8-14 with Councilwoman Davis providing the second.

Motion carried 6-0

IX. Approval of July 23, 2018 Minutes: Council Members
Councilman Smallwood made the motion to approve the July 23, 2018 minutes with Mayor Pro Tem Whitmore providing the second.

Motion carried 6-0

Councilwoman Portis-Jones made a motion to add agenda item #15.5-Settlement of Auto Sales LLC and Fulmer Auto Sales litigation with Mayor Pro Tem Whitmore providing the second.

X. Public Hearing:

3. Office of the City Administrator

Donna Gayden

Mayor Pro Tem Whitmore made the motion to open the Public Hearing with Councilman Heath providing the second. The motion carried. Budget Consultant, Rodrique Taylor discussed the proposed budget. Mr. Taylor stated that the budget did increase from the previous year due to capital expenditures, professional services and routine maintenance. The City is anticipating that the 2017-2018 budget will have excess to carry forward into the new 2018-2019 budget. Additionally, the increase is primarily in the General Fund and the Enterprise Fund should remain the same.

Councilman Heath inquired about which budget year would the funds for the new Fire Station and Police Station would be taken out of. Mr. Taylor stated that the building of the Fire Station would cover more than one (1) fiscal year. Councilman Heath also inquired about the donated property from the Bedford school. City Administrator Donna Gayden confirmed that the Bedford school donated 1.5-2 acres. City Attorney gave a point of information and stated the Bedford School is offering a long-term 50-year lease on that property for \$1 per year.

Councilwoman Davis asked what portion of the budget has been allocated to the Fire Station for this 2018-2019 budget year and what were some of the increases in the revenue area to change from \$15,363,000 to 16,599,00. Mr. Taylor said that the amount allocated for this budget year is \$531,000. Additionally, he stated the tax revenue increased by \$465,000, licensing and permitting for \$311,000, \$60,000 for fines and forfeitures, \$205,000 for charges and services, \$2850 for miscellaneous revenue, and \$436,000 other finance sources.

Councilwoman Portis-Jones thanked the staff for the process and for providing them with detailed information. She questioned what expenses in the budget were not spent to allow excess in the upcoming budget. City Administrator Donna Gayden stated that it was a combination of revenues and expenditures because in the previous budget, revenues were forecasted lower than expenditures.

Mayor Pro Tem Whitmore wanted to confirm the Fire Station payments and period of time for completion. City Administrator Donna Gayden stated that there may be some modifications done to the existing plans. Additionally, there was a bond that was issued that will be added to the amount of this fiscal year to get as much work done as possible. Mayor Pro Tem asked to verify that there would be no loan taken out for the Fire Station. Ms. Gayden confirmed.

Councilman Heath asked if the \$40,000 increase in the hotel/motel tax was projected or actual. Rodrique Taylor stated that it is projected and it's actual.

There were no speakers in favor of the budget.

James Sumners spoke in opposition to the budget. He stated that the budget nor the public hearing was not posted on the City's website or calendar. Additionally, he stated that it also was not listed in the Announcements section in the South Fulton Neighbor.

City Administrator Donna Gayden stated that the budget was posted in the South Fulton Neighbor twice and is scheduled to be posted a third time soon. She also stated the budget posting says that the budget is available at City Hall.

Mayor Pro Tem James Whitmore made the motion to close the public hearing with Councilwoman Davis providing the second.

XI. Agenda Items:

4. **Office of the Mayor** Mayor Elizabeth Carr-Hurst
Mayor Carr-Hurst officiated the official swearing-in of Stoney Mathis and Keshia McCullough. Mr. Mathis took an Oath of office as a Police Chief and Ms. McCullough took an Oath of office as a City Clerk.
5. **Office of the City Administrator** Donna Gayden
City Administrator Donna Gayden stated that the millage rate did not change and that it is still 8.1. She also stated that it was advertised with the budget, however, it cannot be adopted until September 24, 2018.
6. **Office of the City Administrator** Donna Gayden
Councilman Heath made the motion to approve this consent agenda item with Councilwoman Davis providing the second.
Motion carried 6-0
7. **Office of the City Clerk** Keshia McCullough
City Clerk Keshia McCullough requested approval of the contract for the CivicClerk Agenda Management Software for the City Clerk's Office in the Amount of \$5,425. Councilman Pallend made the motion to approve with Councilman Smallwood providing the second.
Motion carried 6-0
8. **Utilities** Tom Ridgway
Approval of Mayor and Council to authorize MEAG Power to make available to other participants any of Fairburn's excess capacity for reserves should they need it at \$2.43/kW for calendar year 2019. Councilman Heath made the motion to approve this consent agenda item with Councilwoman Davis providing the second.
Motion carried 6-0

9. **Utilities**

Tom Ridgway

Approval of a Task Order with Integrated Science and Engineering in the amount of \$10,500 to perform impaired waters sampling for the 2018-2019 monitoring period. Councilman Heath made the motion to approve this consent agenda item with Councilwoman Davis providing the second.

Motion carried 6-0

10. **Utilities**

Tom Ridgway

Approval to enter into a vendor agreement with Georgia Department of Family and Children Services (DFACS) to be able to accept low income Home Energy Assistance Program payments during the federal fiscal year of 2019. Councilman Heath made the motion to approve this consent agenda item with Councilwoman Davis providing the second.

Motion carried 6-0

11. **Engineering**

Lester Thompson

Approval of Task Order #5 with Moreland Altobelli for Construction Management Services on the 2018 LMIG/TSPLOST project. Councilman Heath made the motion to approve this consent agenda item with Councilwoman Davis providing the second.

Motion carried 6-0

12. **Engineering**

Lester Thompson

Approval of the LMIG/TSPLOST Road Improvement Contract award with Baldwin Paving Company, Inc. for an amount of \$2,289,810.12. Councilman Heath made the motion to approve this consent agenda item with Councilwoman Davis providing the second.

Motion carried 6-0

13. **Engineering**

Lester Thompson

Approval of condemnation at Parcel 2 (Hudson Plaza, LLC/CVS) on the Downtown LCI Streetscape Project. Councilman Heath made the motion to approve this consent agenda item with Councilwoman Davis providing the second.

Motion carried 6-0

14. **Engineering**

Lester Thompson

Approval of the Intergovernmental Agreement (IGA) with the South Fulton Community Improvement District (CID) to provide supplemental funding for the Oakley Industrial Boulevard and Bohannon Road Full-Depth Reclamation Project. Councilman Heath made the motion to approve this consent agenda item with Councilwoman Davis providing the second.

Motion carried 6-0

15. **Fire Department**

Interim Chief Cornelius Robinson

Approval of the designation of the Fairburn Fire Departments as "Baby Safe Haven" locations. **This item was pulled from the agenda.**

15.5 Legal

City Attorney Randy Turner

Authorization of settlement for Auto Sales LLC and Fulmer Auto Sales litigation. City Attorney Randy Turner stated that this is a settlement for automobile dealers who are seeking to collect overpayment of sales tax in Fulton County. City of Fairburn's portion would cost approximately \$130. Councilman Pallend made the motion authorize the City Attorney to agree to the settlement of their claims in the approximate amounts of \$80 and \$52 outlined by the City Attorney with Mayor Pro Tem Whitmore providing the second.

Motion carried 6-0

16. Council Comments:

Council Members

Councilwoman Portis-Jones thanked Mr. and Mrs. Johnson for speaking out about the speeding on Rivertown Road and that she looks forward to something being done about that. She also asked for prayers for Mr. Larry Burman's family (his wife Sandy and their children) in lieu of his recent passing. Additionally, she would like prayers for Thomas and Rita Cochran for the loss of their daughter Tiffany Chevron Prevo-Youngblood.

Councilman Smallwood stated that it is looking good in the City Hall. He also said that he loves what Chapin Payne is doing in the City for the kids.

Councilman Heath welcomed the new Chief to the Police Department and he also thanked the City Clerk. He gave kudos to all the Department Heads and stated that it is important to let people know you appreciate them.

Mayor Pro Tem Whitmore said thank you to Chief Mathis and the City Clerk. He spoke on how he attended the Team Work Awards with Chief Robinson and thanked him for the invite. He stated that he is happy to have the Mayor back and that she had travel mercies from overseas. He gave kudos to staff and said that they were very accommodating.

Mayor Carr-Hurst thanked Mr. Brown for the invitation to the Silent Hero Awards at the Georgia Aquarium on Saturday night. She also thanked Chief Mathis for being a part of the Fairburn family.

17. Executive Session*- (1) Personnel

City Attorney

Councilman Heath made the motion to adjourn into Executive Session for one (1) personnel item with Councilwoman Davis providing the second. **Motion carried.** Councilman Pallend made the motion to reconvene back into regular session with Councilman Davis providing the second. **Motion carried.**

Mayor Pro Tem Whitmore motioned to accept the resignation of City Administrator Donna Gayden, effective immediately, September 10, 2018, and that Ms. Gayden shall continue to receive her salary, health and retirement benefits for 3 months. Councilwoman Davis provided the second.

Motion carried 6-0

18. Adjournment

Council Members

Mayor Pro Tem Whitmore made the motion to adjourn the meeting with Councilwoman Davis providing the second. The meeting was adjourned at 9:35 PM.

Elizabeth Carr-Hurst, Mayor

Keshia McCullough, City Clerk

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CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: Proposed Budget for Fiscal Year 2018 - 2019

() AGREEMENT () POLICY / DISCUSSION () CONTRACT
() ORDINANCE () RESOLUTION (X) OTHER

Submitted: 09/14/18

Work Session: 09/24/2018

Council Meeting: 09/24/2018

DEPARTMENT: Finance Department

BUDGET IMPACT: To Discuss the Budget for the Upcoming Fiscal Year from October 1, 2018 to September 30, 2019.

PUBLIC HEARING? (X) Yes () No

PURPOSE: Discussion on the Proposed Budget for Fiscal Year 2018 - 2019

FACTS AND ISSUES: The City of Fairburn's Finance Department has officially completed the Proposed Budget for Fiscal Year 2018 – 2019. The fiscal year 2019 proposed budget totals \$39,760,878 which represents an overall \$2,290,124 a 6% increase in revenue and increase of expenditures of \$1,604,732, which is 4% over the fiscal year 2018 adopted budget. Budgeted funds include the General Fund, Confiscated Asset Fund, Grant Fund, Tree Fund, Hotel/Motel Fund, G.O. Bond Fund, TSPLOST, Water and Sewer Fund, Storm Water Fund, Water and Sewer Bond Fund, Electric Fund, Sanitation Fund and the Educational Complex Fund. See documents attached for a budget recap along with changes from the prior year.

RECOMMENDED ACTION: Approval of 2018-2019 Proposed Budget


Elizabeth Carr-Hurst, Mayor

City of Fairburn					
Proposed Budget for Fiscal Year 2018-19					
Budget Summary - All Funds					
Fund	Dept	Account	GL Description	Approved Budget 2018	Proposed Budget 2019
100			General Fund		
			Revenues	14,854,919	16,599,764
			Expenditures	15,854,424	16,599,764
			Change in Fund Balance	(999,505)	-
			Fund Balance		
220			Confiscated Assets Fund		
			Revenues	5,300	153
			Expenditures	650	153
			Change in Fund Balance	4,650	-
			Fund Balance		
250			Grant Fund		
			Revenues	1,539,444	315,000
			Expenditures	1,979,490	315,000
			Change in Fund Balance	(440,046)	-
			Fund Balance		
260			Tree Fund		
			Revenues	150,000	-
			Expenditures	150,000	-
			Change in Fund Balance	-	
			Fund Balance		
275			Hotel/Motel Fund		
			Revenues	225,000	265,000
			Expenditures	225,000	265,000
			Change in Fund Balance	-	-
			Fund Balance		
350			Capital Projects Fund		
			Revenues	-	-
			Expenditures	-	-
			Change in Fund Balance	-	-
			Fund Balance		-
351			G.O. Bond Fund		
			Revenues	861,863	855,062
			Expenditures	861,863	855,062
			Change in Fund Balance	-	-

			Fund Balance		
				Approved	Proposed
				Budget 2018	Budget 2019
Fund	Dept	Account	GL Description		
360			TSPLOST Fund		
			Revenues	172,336	1,365,039
			Expenditures	172,336	1,365,039
			Change in Fund Balance	-	-
			Fund Balance		

City of Fairburn					
Proposed Budget for Fiscal Year 2018-19					
Budget Summary - All Funds					
Fund	Dept	Account	GL Description	Approved Budget 2018	Proposed Budget 2019
505			Water & Sewer Fund		
			Revenues	7,478,750	7,855,800
			Expenses	6,464,617	7,855,800
			Change in Net Assets	1,014,133	-
			Net Assets/Net Position		
506			Storm Water Fund		
			Revenues	959,300	932,800
			Expenses	1,060,000	932,800
			Change in Net Assets	(100,700)	-
			Net Assets/Net Position		
507			Water & Sewer Bond Fund		
			Revenues	25,000	445,682
			Expenses	1,000	445,682
			Change in Net Assets	24,000	-
			Net Assets		-
510			Electric Fund		
			Revenues	9,422,834	8,987,183
			Expenses	9,265,756	8,987,183
			Change in Net Assets	157,078	-
			Net Assets/Net Position		
540			Sanitation Fund		
			Revenues	749,250	804,539
			Expenses	667,230	804,539
			Change in Net Assets	82,020	-
			Net Assets/Net Position		
580			Educational Complex Fund		
			Revenues	1,026,758	1,334,856
			Expenses	1,453,780	1,334,856
			Change in Net Assets	(427,022)	-
			Net Assets/Net Position		
			Revenues	37,470,754	39,760,878
			Expenditures/Expenses	38,156,146	39,760,878
			Change in Balance - All Funds	(685,392.00)	-

			Change in Balance - All Funds	(685,392.00)	-

City of Fairburn					
Proposed Budget for Fiscal Year 2018-19					
Revenue Detail - General Fund					
				Approved	Proposed
Fund	Dept	Account	GL Description	Budget 2018	Budget 2019
100	0000	31-1100	Real Property Taxes	4,100,000	4,350,000
100	0000	31-1310	Motor Vehicle Tax	325,000	325,000
100	0000	31-1340	Intangibles Tax	57,000	70,000
100	0000	31-1600	Real Estate Transfer	23,560	23,832
100	0000	31-1700	Franchise Fees	1,094,000	1,094,000
100	0000	31-1790	Safeguard Disposal Fees	456,488	772,000
100	0000	31-1795	Enviro Transfer Fees	50,000	50,000
100	0000	31-1800	CLM Host Fee	-	-
100	0000	31-2000	Insurance Premium Taxes	750,000	867,515
100	0000	31-3100	Local Option Sales Taxes	3,800,000	3,800,000
100	0000	31-4200	Beer, Liquor & Wine Taxes	210,000	230,000
100	0000	31-6100	Business & Occupation	560,351	650,000
100	0000	31-6110	Insurance License Tax	27,854	29,598
100	0000	31-9000	Penalties	31,000	15,000
100	0000	31-9100	Appeals Interest	1,000	1,000
100	0000	32-1100	Alcohol License	59,333	50,000
100	0000	32-2200	Building Permits	422,202	294,890
100	0000	32-2205	Annexation	-	-
100	0000	32-2210	Rezoning	7,879	7,879
100	0000	32-2212	Zoning Variances	8,508	15,000
100	0000	32-2900	Miscellaneous Permits	49,510	25,000
100	0000	32-3115	Subdivision Plat/Plan	-	-
100	0000	32-3116	Commercial Site Plan	104,314	125,000
100	0000	32-3117	Residential Site Plan	26,500	15,000
100	0000	32-3118	Certificate of Occupa	7,800	7,800
100	0000	32-3120	Building/Site Plan	333,970	255,000
100	0000	32-3500	EPD Land Disturbance	-	-
100	0000	32-3600	Foreclosure Registry	4,000	4,000
100	0000	32-3900	Other Fees	-	-
100	0000	33-3060	Federal Grants	-	-
100	0000	34-1910	Election Qualifying Fees	-	1,080
100	0000	34-2114	Yard Debris Disposal	140	400
100	0000	34-3119	Building Plan Review	114,254	45,000
100	0000	34-7300	Duncan Park Events	20,000	35,000
100	0000	34-7310	Dance Class - Zumba	521	-
100	0000	34-7315	Afterschool Experience	-	25,000
100	0000	34-7320	Fall Festival	5,460	3,000
100	0000	34-7325	Yard Sale	2,627	6,000
100	0000	34-7330	Health Fair	-	-
100	0000	34-7340	Farmer's Market	3,265	3,265

100	0000	34-7350	Courtyard Events	5,113	1,500
100	0000	34-7360	Pool Gen Admission	52,289	52,289
100	0000	34-7400	Pool Membership	-	3,000
100	0000	34-7500	Paramedic Class	-	-
100	0000	35-1000	Municipal Court Fines	430,000	500,000
100	0000	35-1050	Technology Fee	25,000	50,000
100	0000	35-1070	Warrant Fee	5,000	5,000
100	0000	36-1000	Interest Income	17,544	25,000
100	0000	36-1010	Investment Dividends	32,092	-
100	0000	37-1000	Donations - Private Sources	-	-
100	0000	37-1006	Donations - Fire	-	-
100	0000	37-1007	MDP - Team Fund Raiser	1,225	-
100	0000	37-1025	Contributed Capital	-	-
100	0000	37-1035	Donations-Fall Festival	28,120	28,120
100	0000	37-1040	Donations-Christmas	-	-
100	0000	38-1000	Rent - Passenger Depot	10,000	15,000
100	0000	38-2000	Proceeds from Capital Lease	-	-
100	0000	38-8000	Insurance Proceeds	30,000	-
100	0000	38-9000	Miscellaneous	60,000	15,000
100	0000	38-9005	Oakley Ind Improvements	-	-
100	0000	38-9010	Interchange Study SR-74	-	218,604
100	0000	38-9011	SR74 & Oakley Intersection	-	-
100	0000	38-9012	Washington St Project	-	-
100	0000	38-9013	LCI Implementation	-	-
100	0000	38-9030	Tree Bank Contribution	-	-
100	0000	38-9200	Rent- Annex	-	500
100	0000	38-9300	Rent- Youth Center	7,000	4,000
100	0000	38-9400	Rent - Incubator	-	-
100	0000	38-9500	S.J. Collins	20,000	3,500
100	0000	38-9506	Rent - Storm Water Equip	-	-
100	0000	39-2100	Sale of Surplus Property	-	-
			Total Revenues	13,379,919	14,117,772
100	0000	39-5000	From Water & Sewer	450,000	450,000
100	0000	39-5100	From Electric	750,000	700,000
100	0000	39-5400	From Sanitation	50,000	96,992
100	0000	39-5800	From Hotel/Motel	225,000	265,000
			Operating Transfers	1,475,000	1,511,992
			Budget Carryforward	-	970,000
			Revenues Plus Transfers	14,854,919	16,599,764

City of Fairburn					
Proposed Budget for Fiscal Year 2018-19					
Expenditures By Department - General Fund					
				Approved	Proposed
Fund	Dept	Account	GL Description	Budget 2018	Budget 2019
100	1110		Mayor & Council	321,507	340,107
100	1310		City Clerk	276,742	197,512
100	1320		City Administrator	2,117,899	1,681,259
100	1510		Finance	326,402	503,275
100	1535		Technology	191,197	292,650
100	1540		Human Resources	400,973	423,289
100	1565		Property Management	513,333	759,403
100	2650		Court Services	325,987	368,257
100	3200		Police	3,389,059	3,761,600
100	3500		Fire	3,357,921	4,245,050
100	4100		Public Works	353,643	298,526
100	4200		Streets	1,572,350	1,564,620
100	4900		Maintenance&Shop	261,515	222,019
100	6100		Recreation Programs	789,569	654,811
100	7200		Inspection and Enforcement	333,874	360,532
100	7400		Planning & Zoning	254,598	290,330
100	7500		Economic Development	190,445	148,524
100	9000		Non-Departmental	877,410	488,000
				15,854,424	16,599,764

City of Fairburn					
Proposed Budget for Fiscal Year 2018-19					
Mayor and Council					
				Approved	Proposed
Fund	Dept	Account	GL Description	Budget 2018	Budget 2019
100-	1110-	51-1100	Salaries & Wages	72,000	72,000
100-	1110-	51-1300	Overtime	-	-
100-	1110-	51-2100	Group Insurance	33,954	33,954
100-	1110-	51-2200	F.I.C.A. & Medicare	5,508	5,508
100-	1110-	51-2400	Retirement	39,771	39,771
100-	1110-	51-2600	Unemployment	-	-
100-	1110-	51-2700	Workers Comp	274	274
100-	1110-	51-2905	Incentive Pay	-	-
100-	1110-	51-2910	Other Employee Benefits	-	9,600
100-	1110-	52-1200	Professional	48,000	40,000
100-	1110-	52-1205	Legal	-	-
100-	1110-	52-2200	R&M Building	-	-
100-	1110-	52-3200	Telephone	650	3,500
100-	1110-	52-3300	Advertising	-	-
100-	1110-	52-3450	Postage	-	-
100-	1110-	52-3500	Travel	-	-
100-	1110-	52-3503	Travel CC Heath	-	3,000
100-	1110-	52-3507	Travel CC Davis	-	3,000
100-	1110-	52-3510	Travel CC Portis-Jones	-	3,000
100-	1110-	52-3511	Travel CC Pallend	-	3,000
100-	1110-	52-3512	Travel CC Whitmore	-	3,000
100-	1110-	52-3513	Travel CC Smallwood	-	3,000
100-	1110-	52-3514	Travel Mayor Hurst	-	5,000
100-	1110-	52-3600	Dues & Fees	10,000	12,000
100-	1110-	52-3700	Education & Training	20,000	15,000
100-	1110-	52-3701	E&T Mayor Avery	12,000	-
100-	1110-	52-3703	E&T CC Heath	12,000	9,000
100-	1110-	52-3704	E&T CC Hurst	12,000	-
100-	1110-	52-3707	E&T CC Davis	-	9,000
100-	1110-	52-3708	Business Meeting	500	5,000
100-	1110-	52-3709	E&T CC Glaize	12,000	-
100-	1110-	52-3710	E&T CC Portis-Jones	12,000	9,000
100-	1110-	52-3711	E&T - CC Pallend	12,000	9,000
100-	1110-	52-3712	E&T - CC Whitmore	12,000	9,000
100-	1110-	52-3713	E&T - CC Smallwood	-	9,000
100-	1110-	52-3714	E&T - Mayor Hurst	-	12,000
100-	1110-	52-3803	Community Outreach-Health	-	500
100-	1110-	52-3807	Community Outreach-Davis	-	500
100-	1110-	52-3810	Community Outreach-Portis-Jones	-	500
100-	1110-	52-3811	Community Outreach-Pallend	-	500

100-	1110-	52-3812	Community Outreach-Whitemore	-	500
100-	1110-	52-3813	Community Outreach-Smallwood	-	500
100-	1110-	52-3814	Community Outreach-Hurst	-	500
100-	1110-	52-3900	Other Contract Servic	500	500
100-	1110-	53-1100	Office Supplies	100	1,500
100-	1110-	53-1610	Uniforms	5,450	3,500
100-	1110-	53-1700	Misc Supplies <500	800	2,000
100-	1110-	53-1705	Uniforms/Clothing	-	3,500
			Total Expenditures	321,507	340,107

City of Fairburn					
Proposed Budget for Fiscal Year 2018-19					
City Clerk					
				Approved	Proposed
Fund	Dept	Account	GL Description	Budget 2018	Budget 2019
100-	1310-	51-1100	Salaries & Wages	137,528	143,758
100-	1310-	51-1300	Overtime	1,250	1,250
100-	1310-	51-2100	Group Insurance	28,554	10,000
100-	1310-	51-2200	F.I.C.A. & Medicare T	9,729	8,000
100-	1310-	51-2400	Retirement	9,275	6,455
100-	1310-	51-2600	Unemployment	-	-
100-	1310-	51-2700	Workers Comp	483	686
100-	1310-	51-2905	Incentive Pay	1,787	1,461
100-	1310-	51-2910	Other Employee Benefits	-	-
100-	1310-	52-1200	Professional	26,000	13,000
100-	1310-	52-3200	Telephone	650	1,000
100-	1310-	52-3300	Advertising	2,000	6,000
100-	1310-	52-3400	Printing & Binding	200	1,000
100-	1310-	52-3450	Postage	-	500
100-	1310-	52-3500	Travel Expense	2,000	6,500
100-	1310-	52-3600	Dues & Subscriptions	400	400
100-	1310-	52-3700	Training	3,665	4,000
100-	1310-	52-3900	Other Contract Servic	1,250	15,000
100-	1310-	53-1100	Office Supplies	1,400	3,000
100-	1310-	53-1400	Books&Periodicals	-	500
100-	1310-	53-1600	Small Equip 500-5000	-	1,750
100-	1310-	53-1610	Uniforms/Clothing	-	250
100-	1310-	53-1700	Miscellaneous Supplies	1,250	1,500
100-	1310-	54-2500	Computers	750	-
			Total Expenditures	228,171	226,010

City of Fairburn					
Proposed Budget for Fiscal Year 2018-19					
City Administrator					
				Approved	Proposed
Fund	Dept	Account	GL Description	Budget 2018	Budget 2019
100-	1320-	51-1100	Salaries & Wages	244,566	306,309
100-	1320-	51-1300	Overtime	750	1,000
100-	1320-	51-2100	Group Insurance	28,678	74,163
100-	1320-	51-2200	F.I.C.A. & Medicare	18,058	32,401
100-	1320-	51-2400	Retirement	14,205	35,450
100-	1320-	51-2600	Unemployment	-	-
100-	1320-	51-2700	Workers Comp	969	1,682
100-	1320-	51-2905	Incentive Pay	650	5,198
100-	1320-	51-2910	Other Employee Benefits	4,800	4,800
100-	1320-	52-1200	Professional	175,000	238,000
100-	1320-	52-1205	Legal	440,000	300,000
100-	1320-	52-1242	Pre-Employment Screening	-	-
100-	1320-	52-1300	E-911 - Fulton County	200,000	200,000
100-	1320-	52-2130	Janitorial	9,600	9,600
100-	1320-	52-2150	GICH	-	15,000
100-	1320-	52-2200	R & M Building	17,500	15,000
100-	1320-	52-2205	R & M Equipment	-	-
100-	1320-	52-3100	Liability Insurance	94,400	94,400
100-	1320-	52-3200	Telephone	7,200	7,200
100-	1320-	52-3300	Advertising	-	1,000
100-	1320-	52-3400	Printing & Binding	1,500	1,500
100-	1320-	52-3450	Postage	300	250
100-	1320-	52-3500	Travel Expense	2,500	4,000
100-	1320-	52-3600	Dues & Subscriptions	3,000	6,000
100-	1320-	52-3700	Training	9,000	9,000
100-	1320-	52-3705	Business Meeting	12,000	13,500
100-	1320-	52-3900	Other Contract Servie	100,028	150,000
100-	1320-	52-6100	Business & Occup Tax	-	-
100-	1320-	53-1100	Office Supplies	3,600	5,500
100-	1320-	53-1210	Water	900	1,000
100-	1320-	53-1215	Stormwater Fee	345	250
100-	1320-	53-1220	Natural Gas	-	-
100-	1320-	53-1230	Electricity	12,500	12,500
100-	1320-	53-1400	Books & Periodicals	200	300
100-	1320-	53-1600	Small Equipment	-	12,000
100-	1320-	53-1610	Uniforms	200	300
100-	1320-	53-1700	General/Misc. Supplie	6,000	6,000
100-	1320-	54-2300	Furniture & Fixtures	-	-
100-	1320-	54-2500	Computers	-	-
100-	1320-	58-1200	Capital Lease Principal - #1	107,324	-

100-	1320-	58-2200	Capital Lease Interest - #1	6,536	-
100-	1320-	58-1201	Capital Lease Principal - #2	56,843	-
100-	1320-	58-2201	Capital Lease Interest - #2	1,319	-
100-	1320-	58-1202	Capital Lease Principal - #3	120,708	111,638
100-	1320-	58-2202	Capital Lease Interest - #3	8,937	2,627
			Total Expenditures	1,710,116	1,677,568

City of Fairburn					
Proposed Budget for Fiscal Year 2018-19					
Finance					
				Approved	Proposed
Fund	Dept	Account	GL Description	Budget 2018	Budget 2019
100-	1510-	51-1100	Salaries & Wages	282,788	321,664
100-	1510-	51-1300	Overtime	6,000	5,000
100-	1510-	51-2100	Group Insurance	54,110	35,302
100-	1510-	51-2200	F.I.C.A. & Medicare T	21,907	14,810
100-	1510-	51-2400	Retirement	22,094	8,904
100-	1510-	51-2600	Unemployment	-	-
100-	1510-	51-2700	Workers Comp	1,088	1,145
100-	1510-	51-2905	Incentive Pay	3,573	2,000
100-	1510-	51-2910	Other Employee Benefi	-	-
100-	1510-	52-1200	Professional	20,000	65,000
100-	1510-	52-1242	Pre-Employment Screening	-	-
100-	1510-	52-2205	R&M - Equipment	-	-
100-	1510-	52-2320	Rental of Equipment &	8,000	8,000
100-	1510-	52-3200	Telephone	250	250
100-	1510-	52-3300	Advertising	12,000	6,000
100-	1510-	52-3400	Printing & Binding	750	3,000
100-	1510-	52-3450	Postage	5,000	5,000
100-	1510-	52-3500	Travel Expense	3,000	3,000
100-	1510-	52-3600	Dues & Subscriptions	500	1,000
100-	1510-	52-3700	Training	5,000	6,400
100-	1510-	52-3705	Business Meeting	-	500
100-	1510-	52-3905	Bank Fees	2,500	6,500
100-	1510-	53-1100	Office Supplies	5,000	5,000
100-	1510-	53-1600	Small Equipment	-	1,500
100-	1510-	53-1700	Misc Supplies <500	3,000	3,000
100-	1510-	53-1710	Uniforms	300	300
100-	1510-	54-2300	Furniture & Fixtures	-	-
100-	1510-	54-2500	Computers	750	-
			Total Expenditures	457,610	503,275

City of Fairburn					
Proposed Budget for Fiscal Year 2018-19					
Technology					
Fund	Dept	Account	GL Description	Approved Budget 2018	Proposed Budget 2019
100-	1535-	51-1100	Salaries & Wages	59,592	-
100-	1535-	51-1300	Overtime	-	-
100-	1535-	51-2100	Group Insurance	6,774	-
100-	1535-	51-2200	F.I.C.A. & Medicare T	4,608	-
100-	1535-	51-2400	Retirement	5,220	-
100-	1535-	51-2600	Unemployment	-	-
100-	1535-	51-2700	Workers Comp	229	-
100-	1535-	51-2905	Incentive Pay	650	-
100-	1535-	51-2910	Other Employee Benefi	-	-
100-	1535-	52-1200	Professional Services	-	250,000
100-	1535-	52-3200	Telephone	750	750
100-	1535-	52-3450	Postage	-	-
100-	1535-	52-3500	Travel Expense	-	-
100-	1535-	52-3600	Dues & Subscriptions	-	-
100-	1535-	52-3700	Training	500	500
100-	1535-	52-3900	Other Contract Servic	15,000	15,000
100-	1535-	53-1100	Office Supplies	100	100
100-	1535-	53-1160	Computer Supplies	1,000	1,000
100-	1535-	53-1600	Small Equipment	-	15,000
100-	1535-	53-1700	Misc Supplies <500	300	300
100-	1535-	54-2400	Software	-	10,000
100-	1535-	54-2500	Computers	21,500	-
			Total Expenditures	116,223	292,650

City of Fairburn					
Proposed Budget for Fiscal Year 2018-19					
Human Resources					
				Approved	Proposed
Fund	Dept	Account	GL Description	Budget 2018	Budget 2019
100-	1540-	51-1100	Salaries & Wages	140,650	186,451
100-	1540-	51-1300	Overtime	-	1,500
100-	1540-	51-2100	Group Insurance	15,617	46,322
100-	1540-	51-2200	F.I.C.A. & Medicare T	10,859	20,457
100-	1540-	51-2400	Retirement	11,991	23,769
100-	1540-	51-2600	Unemployment	-	25,000
100-	1540-	51-2700	Workers Comp	539	1,000
100-	1540-	51-2905	Incentive Pay	1,299	2,500
100-	1540-	51-2910	Other Employee Benefi	-	2,600
100-	1540-	52-1200	Professional	21,600	21,600
100-	1540-	52-1242	Pre-Employment Screening	-	100
100-	1540-	52-1300	Technical	-	1,000
100-	1540-	52-2205	R & M Equipment	-	-
100-	1540-	52-2320	Equip Rental	6,000	2,000
100-	1540-	52-3200	Telephone	-	500
100-	1540-	52-3300	Advertising	2,000	2,000
100-	1540-	52-3400	Printing & Binding	1,000	1,500
100-	1540-	52-3450	Postage	1,500	1,500
100-	1540-	52-3500	Travel	2,000	4,275
100-	1540-	52-3600	Dues & Subscriptions	1,190	2,380
100-	1540-	52-3700	Training	4,500	8,000
100-	1540-	52-3705	Business Meeting	-	-
100-	1540-	52-3900	Other Contract Servic	23,000	24,260
100-	1540-	53-1100	Office Supplies	1,778	3,500
100-	1540-	53-1600	Small Equip 500-5000	-	3,750
100-	1540-	53-1700	General Misc. Supplie	850	1,850
100-	1540-	53-1800	Wellness Program	-	6,100
100-	1540-	53-1810	Employee Appreciation	-	3,000
100-	1540-	54-2500	Computers	750	-
			Total Expenditures	247,123	396,914

City of Fairburn					
Proposed Budget for Fiscal Year 2018-19					
Property Management					
				Approved	Proposed
Fund	Dept	Account	GL Description	Budget 2018	Budget 2019
100-	1565-	51-1100	Salaries & Wages	236,903	197,620
100-	1565-	51-1300	Overtime	1,000	1,000
100-	1565-	51-2100	Group Insurance	43,101	32,463
100-	1565-	51-2200	F.I.C.A. & Medicare T	18,334	18,757
100-	1565-	51-2400	Retirement	15,102	14,551
100-	1565-	51-2600	Unemployment	-	168
100-	1565-	51-2700	Workers Comp	5,599	7,751
100-	1565-	51-2905	Incentive Pay	2,761	3,249
100-	1565-	51-2910	Other Employee Benefi	-	-
100-	1565-	51-1900	Allocate to Stormwater	(16,136)	-
100-	1565-	52-1200	Professional	-	500
100-	1565-	52-1242	Pre-Employment Screening	200	110
100-	1565-	52-1720	Uniforms	400	1,200
100-	1565-	52-2110	Disposal Duncan Park	-	-
100-	1565-	52-2130	Janitorial Youth Center	7,000	30,240
100-	1565-	52-2132	Janitorial Annex Bldg	-	5,000
100-	1565-	52-2134	Janitorial Incubator	6,300	10,800
100-	1565-	52-2140	Lawncare Duncan Park	-	-
100-	1565-	52-2200	R & M Bldg Annex 40 W	20,000	15,000
100-	1565-	52-2201	R & M Bldg Freight De	15,000	15,000
100-	1565-	52-2202	R & M Bldg Courthouse	5,000	5,000
100-	1565-	52-2203	R & M Bldg Cora Park	35,000	-
100-	1565-	52-2204	R & M Bldg Youth Cent	14,000	-
100-	1565-	52-2206	R & M Bldg City Hall	-	-
100-	1565-	52-2210	R&M Vehicle	1,000	2,000
100-	1565-	52-2211	R & M Bldg Incubator	10,000	15,000
100-	1565-	52-2300	CSX Lease	3,125	3,294
100-	1565-	52-2320	Rental of Equipment &	5,000	3,700
100-	1565-	52-3200	Telephone	1,600	1,500
100-	1565-	52-3400	Printing & Binding	-	2,000
100-	1565-	52-3500	Travel Expense	100	500
100-	1565-	52-3600	Dues & Subscriptions	250	400
100-	1565-	52-3700	Training	2,000	2,000
100-	1565-	52-3705	Business Meeting	-	2,000
100-	1565-	52-3900	Other Contract Servie	5,000	25,000
100-	1565-	52-3905	Fairburn Festival	-	-
100-	1565-	53-1101	Gen Supplies Lightnin	-	-
100-	1565-	53-1102	Gen Supplies Annex 40	1,000	1,000
100-	1565-	53-1103	Gen Supplies Duncan Park	-	-
100-	1565-	53-1104	Gen Supplies Incubato	2,500	2,500

100-	1565-	53-1105	Gen Supplies Youth Ce	2,500	-
100-	1565-	53-1215	Stormwater Fee Duncan Park	-	-
100-	1565-	53-1270	Fuel	4,000	4,000
100-	1565-	53-1600	Small Equip 500-5000	10,000	5,000
100-	1565-	53-1610	Uniforms	400	300
100-	1565-	53-1700	Misc Supplies <500	15,000	10,000
100-	1565-	53-2210	R & M Vehicle	1,000	800
100-	1565-	54-1302	Building Improvement-Annex	-	300,000
100-	1565-	54-2200	Vehicles	-	-
100-	1565-	54-2300	Furniture & Fixtures	-	-
100-	1565-	54-2400	Computer & Software	750	25,000
100-	1565-	54-2500	Downtown Improvements	-	-
				474,789	764,403

City of Fairburn					
Proposed Budget for Fiscal Year 2018-19					
Municipal Court					
				Approved	Proposed
Fund	Dept	Account	GL Description	Budget 2018	Budget 2019
100-	2650-	51-1100	Salaries & Wages	75,333	86,611
100-	2650-	51-1300	Overtime	250	1,000
100-	2650-	51-2100	Group Insurance	13,463	13,428
100-	2650-	51-2200	Medicare & FICA	5,862	5,862
100-	2650-	51-2400	Retirement	6,554	5,500
100-	2650-	51-2600	Unemployment	-	-
100-	2650-	51-2700	Workers Compensation	291	294
100-	2650-	51-2905	Incentive Pay	1,299	1,299
100-	2650-	51-2910	Other Employee Benefi	-	-
100-	2650-	52-1200	Professional	90,000	90,000
100-	2650-	52-2130	Janitorial	900	900
100-	2650-	52-2320	Equipment Rental	1,600	1,600
100-	2650-	52-3200	Telephone	200	200
100-	2650-	52-3300	Advertising	-	-
100-	2650-	52-3450	Postage	-	-
100-	2650-	52-3500	Travel	500	500
100-	2650-	52-3700	Education & Training	1,000	1,000
100-	2650-	52-3900	Contract Service	-	-
100-	2650-	52-3905	Bank Fees	1,000	-
100-	2650-	52-3960	State Funds/Court Cos	124,700	150,000
100-	2650-	53-1100	Office Supplies	1,000	1,000
100-	2650-	53-1210	Water	3,200	3,200
100-	2650-	53-1230	Electric	-	-
100-	2650-	53-1600	Small Equipment	-	2,000
100-	2650-	53-1700	Misc Supplies <500	500	500
100-	2650-	54-2400	Computers	-	-
100-	2650-	54-2500	Other Equipment	3,000	-
			Total Expenditures	330,652	364,894

City of Fairburn					
Proposed Budget for Fiscal Year 2018-19					
Police					
				Approved	Proposed
Fund	Dept	Account	GL Description	Budget 2018	Budget 2019
100-	3200-	51-1100	Salaries & Wages	1,766,907	2,242,369
100-	3200-	51-1300	Overtime	105,000	105,000
100-	3200-	51-2100	Group Insurance	316,348	350,000
100-	3200-	51-2200	F.I.C.A. & Medicare T	137,032	145,000
100-	3200-	51-2400	Retirement	137,883	125,000
100-	3200-	51-2600	Unemployment	-	-
100-	3200-	51-2700	Workers Comp	88,684	115,000
100-	3200-	51-2905	Incentive Pay	24,364	30,000
100-	3200-	51-2910	Other Employee Benefi	-	-
100-	3200-	52-1200	Professional	10,000	10,000
100-	3200-	52-1242	Pre-Employment Screen	1,500	8,000
100-	3200-	52-1300	Technical	-	-
100-	3200-	52-2130	Janitorial	8,000	8,000
100-	3200-	52-2140	Lawn care	-	-
100-	3200-	52-2200	R & M Building	10,000	25,000
100-	3200-	52-2205	R & M Equipment	2,500	3,500
100-	3200-	52-2210	R & M Vehicle	20,000	30,000
100-	3200-	52-2320	Equipment Rent	8,000	8,000
100-	3200-	52-3200	Telephone	45,000	60,000
100-	3200-	52-3400	Printing & Binding	2,000	2,000
100-	3200-	52-3450	Postage	-	-
100-	3200-	52-3500	Travel Expense	3,000	3,000
100-	3200-	52-3600	Dues & Subscriptions	2,000	2,000
100-	3200-	52-3700	Training	25,000	20,000
100-	3200-	52-3705	Business Meeting	500	500
100-	3200-	52-3900	Other Contract Services	-	-
100-	3200-	52-3905	Jail Services	70,000	80,000
100-	3200-	53-1000	Miscellaneous Supplies	-	-
100-	3200-	53-1050	Technology Supplies	10,000	10,000
100-	3200-	53-1100	Office Supplies	5,000	8,000
100-	3200-	53-1210	Water	1,500	1,500
100-	3200-	53-1215	Storm Water Fee	445	500
100-	3200-	53-1220	Natural Gas	400	600
100-	3200-	53-1230	Electricity	30,000	30,000
100-	3200-	53-1270	Gasoline	100,000	100,000
100-	3200-	53-1600	Small Equip 500-5000	9,445	9,000
100-	3200-	53-1700	Misc Supplies <500	9,000	9,000
100-	3200-	53-1705	Training Supplies	13,000	14,000
100-	3200-	53-1710	Uniforms/Clothing	25,000	50,000
100-	3200-	53-1725	Repair Parts (Vehicle	25,000	40,000

100-	3200-	53-2200	Vehicle repair & Main	-	-
100-	3200-	54-1300	Building Renovations	-	-
100-	3200-	54-2200	Vehicles	-	84,000
100-	3200-	54-2300	Furniture & Fixtures	-	-
100-	3200-	54-2400	Computers & Software	-	-
100-	3200-	54-2500	Other Equipment	112,000	30,000
100-	3200-	54-2501	Comm Radios Grant Match	-	-
100-	3200-	54-2502	Rapid ID System	-	-
100-	3200-	58-1200	Capital Lease Princip	-	-
100-	3200-	58-2200	Capital Lease Interest	-	-
			Total Expenditures	3,124,508	3,758,969

City of Fairburn					
Proposed Budget for Fiscal Year 2018-19					
Fire					
				Approved	Proposed
Fund	Dept	Account	GL Description	Budget 2018	Budget 2019
100-	3500-	51-1100	Salaries & Wages	1,792,268	2,037,289
100-	3500-	51-1300	Overtime	35,000	40,340
100-	3500-	51-2100	Group Insurance	406,583	451,428
100-	3500-	51-2200	F.I.C.A. & Medicare T	139,345	157,602
100-	3500-	51-2400	Retirement	123,318	145,273
100-	3500-	51-2600	Unemployment	-	-
100-	3500-	51-2700	Workers Comp	58,111	67,243
100-	3500-	51-2905	Incentive Pay	29,237	26,150
100-	3500-	51-2920	Other Employee Ben-Ins	-	13,000
100-	3500-	52-1200	Professional	1,200	1,200
100-	3500-	52-1242	Pre Employment Screen	1,500	1,500
100-	3500-	52-1710	Uniforms/Clothing	-	-
100-	3500-	52-2130	Janitorial	-	-
100-	3500-	52-2200	R & M Building	40,000	94,000
100-	3500-	52-2205	R & M Equipment	17,500	63,619
100-	3500-	52-2210	R & M Vehicle	75,000	75,000
100-	3500-	52-2220	Equipment Maintenance	5,000	5,000
100-	3500-	52-2320	Equipment Rental	12,500	12,500
100-	3500-	52-3200	Telephone	37,500	41,000
100-	3500-	52-3450	Postage/Shipping	150	100
100-	3500-	52-3500	Travel Expense	1,500	4,500
100-	3500-	52-3600	Dues & Subscriptions	500	1,000
100-	3500-	52-3700	Training	35,000	49,500
100-	3500-	52-3705	Business Meetings	500	500
100-	3500-	52-3900	Other Contract Serv	500	500
100-	3500-	53-1100	Office Supplies	1,500	3,000
100-	3500-	53-1210	Water	5,000	5,000
100-	3500-	53-1215	Storm Water Fee	700	700
100-	3500-	53-1220	Natural Gas	4,250	4,250
100-	3500-	53-1230	Electricity	10,000	10,000
100-	3500-	53-1270	Gasoline	30,000	30,000
100-	3500-	53-1600	Small Equip 500-5000	15,000	17,000
100-	3500-	53-1700	Misc Supplies <500	17,500	19,300
100-	3500-	53-1710	Uniforms/Clothing	50,000	50,000
100-	3500-	53-1721	Repair Parts-Vehicle	-	-
100-	3500-	53-1725	Repair Parts (Vehicle	10,000	10,000
100-	3500-	53-1740	EMS Supplies	25,000	39,500
100-	3500-	54-1300	Buildings	-	531,506
100-	3500-	54-2200	Vehicles	-	36,056
100-	3500-	54-2300	Furniture & Fixtures	-	-

100-	3500-	54-2400	Computers and Software	2,800	-
100-	3500-	54-2500	Other Equipment	20,340	60,000
100-	3500-	58-1200	Capital Lease Princip	13,267	172,000
100-	3500-	58-2200	Capital Lease Interes	183	-
			Total Expenditures	3,017,752	4,276,556

City of Fairburn					
Proposed Budget for Fiscal Year 2018-19					
Public Works					
				Approved	Proposed
Fund	Dept	Account	GL Description	Budget 2018	Budget 2019
100-	4100-	51-1100	Salaries & Wages	358,353	118,206
100-	4100-	51-1300	Overtime	1,000	1,000
100-	4100-	51-2100	Group Insurance	54,847	35,617
100-	4100-	51-2200	F.I.C.A. & Medicare	27,799	15,540
100-	4100-	51-2400	Retirement	15,153	14,298
100-	4100-	51-2600	Unemployment	-	-
100-	4100-	51-2700	Workers Comp	4,991	5,265
100-	4100-	51-2905	Incentive Pay	5,035	2,600
100-	4100-	51-2910	Other Employee Benfit	-	-
100-	4100-	51-1900	Allocate to Stormwater	(64,544)	-
100-	4100-	52-1200	Professional	20,000	82,500
100-	4100-	52-1242	Pre-Employment Screening	-	1,000
100-	4100-	52-1300	Technical	20,000	-
100-	4100-	52-2200	R&M Building	-	-
100-	4100-	52-2100	R&M Vehicle	350	-
100-	4100-	52-3200	Telephone	2,000	2,000
100-	4100-	52-3300	Advertising	5,000	2,000
100-	4100-	52-3400	Printing & Binding	1,000	2,000
100-	4100-	52-3450	Postage	-	250
100-	4100-	52-3500	Travel	1,000	500
100-	4100-	52-3600	Dues & Subscriptions	1,700	250
100-	4100-	52-3700	Education & Training	2,500	5,000
100-	4100-	52-3705	Business Meetings	250	-
100-	4100-	52-3900	Other Contract Servie	350	-
100-	4100-	53-1100	Office Supplies	7,000	3,000
100-	4100-	53-1270	Gasoline	1,000	1,000
100-	4100-	53-1300	Food	-	-
100-	4100-	53-1600	Small Equip 500-5000	1,000	4,500
100-	4100-	53-1700	Misc Supplies <500	500	500
100-	4100-	53-1710	Uniforms Clothing	500	1,000
100-	4100-	53-1720	Repair Parts	500	500
100-	4100-	54-1401	Infrastructure - SR74	-	-
100-	4100-	54-2200	Vehicles	-	-
100-	4100-	54-2300	Furniture	2,500	-
100-	4100-	54-2400	Computers	9,250	-
			Total Expenditures	479,034	298,526

City of Fairburn					
Proposed Budget for Fiscal Year 2018-19					
Streets					
				Approved	Proposed
Fund	Dept	Account	GL Description	Budget 2018	Budget 2019
100-	4200-	51-1100	Salaries & Wages	485,199	549,307
100-	4200-	51-1300	Overtime	25,000	25,000
100-	4200-	51-2100	Group Insurance	89,038	101,730
100-	4200-	51-2200	F.I.C.A. & Medicare T	35,433	40,637
100-	4200-	51-2400	Retirement	23,657	27,642
100-	4200-	51-2600	Unemployment	-	-
100-	4200-	51-2700	Workers Comp	57,666	59,590
100-	4200-	51-2905	Incentive Pay	8,121	10,000
100-	4200-	51-2910	Other Employee Benefi	-	-
100-	4200-	51-1900	Allocate to Stormwater	(111,278)	-
100-	4200-	52-1200	Professional	1,000	5,000
100-	4200-	52-1242	Pre-employment Screen	-	280
100-	4200-	52-1720	Uniforms Service	17,500	18,500
100-	4200-	52-2110	Disposal	25,000	45,000
100-	4200-	52-2114	Yard Debris Disposal	-	-
100-	4200-	52-2140	Landscaping	24,000	30,000
100-	4200-	52-2200	R & M Building	2,000	5,000
100-	4200-	52-2205	R & M Equipment	6,000	20,000
100-	4200-	52-2220	Equipment Maintenance	-	450
100-	4200-	52-2230	R & M Vehicle	3,000	12,000
100-	4200-	52-2250	Streets and Sidewalks	50,000	50,000
100-	4200-	52-2260	Street Sign Maintenance	-	5,000
100-	4200-	52-2320	Equipment Rental	2,500	2,500
100-	4200-	52-3200	Telephone	2,500	4,500
100-	4200-	52-3500	Travel Expense	2,000	1,000
100-	4200-	52-3600	Dues & Subscriptions	-	-
100-	4200-	52-3700	Training	6,000	2,500
100-	4200-	52-3705	Business Meeting	-	-
100-	4200-	52-3900	Contract Service-Misc	7,500	15,000
100-	4200-	53-1100	Office Supplies	500	-
100-	4200-	53-1210	Water	1,200	-
100-	4200-	53-1215	Stormwater Fee	125,000	-
100-	4200-	53-1220	Natural Gas	2,250	2,300
100-	4200-	53-1230	Electricity	17,000	17,000
100-	4200-	53-1235	Street Lighting	190,000	180,000
100-	4200-	53-1270	Gasoline	25,000	75,000
100-	4200-	53-1600	Small Equip 500-5000	10,000	15,000
100-	4200-	53-1700	Misc Supplies <500	25,000	25,000
100-	4200-	53-1705	Sidewalk Repair	-	-
100-	4200-	53-1710	Uniforms	4,500	6,500

100-	4200-	53-1715	Sidewalk/Street/Rep/C	100,000	100,000
100-	4200-	53-1718	Street Signs	25,000	25,000
100-	4200-	53-1720	Repair Parts	35,000	40,000
100-	4200-	53-1800	Landscaping Supplies	-	5,000
100-	4200-	54-1400	Infrastructure	10,000	25,184
100-	4200-	54-1401	Infrastructure - Oakley	-	-
100-	4200-	54-1402	Infrastructure - CDBG	-	-
100-	4200-	54-1403	LCI Implementation	-	-
100-	4200-	54-2200	Vehicles	-	-
100-	4200-	54-2500	Computers	-	-
100-	4200-	54-2700	Other Equipment	23,100	18,000
100-	4200-	58-1200	Capital Lease Princip	-	-
100-	4200-	58-2200	Capital Lease Interes	-	-
			Total Expenditures	1,355,386	1,564,620

City of Fairburn					
Proposed Budget for Fiscal Year 2018-19					
Maintenance and Shop					
				Approved	Proposed
Fund	Dept	Account	GL Description	Budget 2018	Budget 2019
100-	4900-	51-1100	Salaries & Wages	147,514	93,163
100-	4900-	51-1300	Overtime	-	500
100-	4900-	51-2100	Group Insurance	24,845	16,449
100-	4900-	51-2200	F.I.C.A. & Medicare T	11,397	8,711
100-	4900-	51-2400	Retirement	2,911	11,592
100-	4900-	51-2600	Unemployment	-	-
100-	4900-	51-2700	Workers Comp	3,918	4,218
100-	4900-	51-2905	Incentive Pay	1,462	1,949
100-	4900-	51-2910	Other Employee Benefi	-	-
100-	4900-	52-1200	Professional	500	-
100-	4900-	52-1242	Pre-employment Screen	-	-
100-	4900-	52-1720	Uniforms Service	2,500	4,000
100-	4900-	52-2110	Disposal	500	1,500
100-	4900-	52-2200	R & M Building	1,000	-
100-	4900-	52-2205	R & M Equipment	4,000	5,000
100-	4900-	52-2230	R & M Vehicle	750	300
100-	4900-	52-2320	Equipment Rental	500	-
100-	4900-	52-3200	Telephone	500	750
100-	4900-	52-3500	Travel Expense	500	-
100-	4900-	52-3600	Dues & Subscriptions	1,500	-
100-	4900-	52-3700	Training	1,750	4,000
100-	4900-	52-3900	Contract Service-Misc	-	2,750
100-	4900-	53-1100	Office Supplies	1,000	-
100-	4900-	53-1210	Water	-	-
100-	4900-	53-1215	Stormwater Fee	-	-
100-	4900-	53-1220	Natural Gas	-	-
100-	4900-	53-1230	Electricity	-	-
100-	4900-	53-1270	Gasoline	1,000	-
100-	4900-	53-1600	Small Equip 500-5000	15,000	10,000
100-	4900-	53-1700	Misc Supplies <500	5,000	4,000
100-	4900-	53-1710	Uniforms	500	300
100-	4900-	53-1720	Repair Parts	3,000	1,000
100-	4900-	54-2200	Vehicles	-	-
100-	4900-	54-2400	Software	-	-
100-	4900-	54-2500	Computers	-	-
100-	4900-	54-2700	Other Equipment	22,000	-
			Total Expenditures	253,547	170,182

City of Fairburn					
Proposed Budget for Fiscal Year 2018-19					
Recreation					
				Approved	Proposed
Fund	Dept	Account	GL Description	Budget 2018	Budget 2019
100-	6100-	51-1100	Salaries & Wages	259,590	162,893
100-	6100-	51-1200	Temporary Employees	-	90,000
100-	6100-	51-1300	Overtime	1,000	1,500
100-	6100-	51-2100	Group Insurance	18,977	18,000
100-	6100-	51-2200	Medicare & FICA	19,908	20,000
100-	6100-	51-2400	Retirement	3,968	8,500
100-	6100-	51-2600	Unemployment	-	-
100-	6100-	51-2700	Workers Compensation	8,171	6,100
100-	6100-	51-2905	Incentive Pay	650	2,599
100-	6100-	51-2910	Other Employee Benfit	-	-
100-	6100-	52-1200	Professional	-	-
100-	6100-	52-1242	Pre-Employment Screening	-	-
100-	6100-	52-2110	Disposal	10,000	6,000
100-	6100-	52-2141	Lawn Care	15,000	15,000
100-	6100-	52-2201	Repair	15,000	15,000
100-	6100-	52-2320	Equipment Rental	5,000	1,000
100-	6100-	52-3200	Telephone	1,500	1,500
100-	6100-	52-3300	Advertising	-	2,000
100-	6100-	52-3400	Printing & Binding	250	6,000
100-	6100-	52-3500	Travel	1,000	2,000
100-	6100-	52-3600	Dues & Subscriptions	500	2,000
100-	6100-	52-3700	Training	1,000	2,600
100-	6100-	52-3900	Contract service	15,000	27,312
100-	6100-	52-3905	Fairburn Festival	-	30,000
100-	6100-	52-3930	Let's Move	-	5,000
100-	6100-	52-3995	Special Events & Prog	140,000	80,000
100-	6100-	52-4100	Health Fair	1,000	-
100-	6100-	52-4110	Farmer's Market	12,000	12,000
100-	6100-	53-1100	Office Supplies	1,000	1,200
100-	6100-	53-1200	Utilities	36,000	-
100-	6100-	53-1215	Storm Water Fee	395	-
100-	6100-	53-1600	Small Equip 500-5000	10,000	8,500
100-	6100-	53-1700	Misc. Supplies <500	15,000	13,000
100-	6100-	53-1710	Uniforms	250	9,000
100-	6100-	54-1203	Site Improvement	25,000	45,000
100-	6100-	54-2300	Furniture	-	4,000
100-	6100-	54-2400	Computers & Software	750	-
100-	6100-	54-2700	Other Equipment	20,000	15,000
100-	6200-	52-3910	Telephone	-	-
100-	6200-	52-3995	Special Events & Prog	55,000	-

			Total Expenditures	692,909	612,704

City of Fairburn					
Proposed Budget for Fiscal Year 2018-19					
Code Enforcement					
				Approved	Proposed
Fund	Dept	Account	GL Description	Budget 2018	Budget 2019
100-	7200-	51-1100	Salaries & Wages	140,941	226,782
100-	7200-	51-1300	Overtime	1,000	1,000
100-	7200-	51-2100	Group Insurance	20,825	21,000
100-	7200-	51-2200	F.I.C.A. & Medicare	10,981	12,500
100-	7200-	51-2400	Retirement	10,611	18,000
100-	7200-	51-2600	Unemployment	-	1,000
100-	7200-	51-2700	Workers Comp	3,833	5,000
100-	7200-	51-2905	Incentive Pay	2,599	3,000
100-	7200-	51-2910	Other Employee Benefi	-	2,000
100-	7200-	51-1900	Allocate to Stormwater	(62,630)	-
100-	7200-	52-1200	Professional	-	-
100-	7200-	52-2100	Cleaning Services	-	-
100-	7200-	52-2115	Animal Control	80,868	85,000
100-	7200-	52-2140	LawnCare	3,000	5,000
100-	7200-	52-2210	R & M Vehicle	4,500	4,500
100-	7200-	52-3200	Telephone	3,000	3,000
100-	7200-	52-3400	Printing & Binding	2,500	3,000
100-	7200-	52-3450	Postage	-	-
100-	7200-	52-3500	Travel	3,000	3,000
100-	7200-	52-3700	Education & Training	6,000	6,000
100-	7200-	52-3705	Business Meetings	-	-
100-	7200-	52-3900	Other Contract Servie	2,000	2,000
100-	7200-	53-1100	Office Supplies	750	1,000
100-	7200-	53-1210	Water	400	400
100-	7200-	53-1240	Electricity	3,000	3,000
100-	7200-	53-1270	Gasoline	8,000	8,000
100-	7200-	53-1600	Small Equipment	-	750
100-	7200-	53-1700	Misc Supplies <500	600	600
100-	7200-	53-1710	Uniforms/Clothing	1,600	2,000
100-	7200-	53-1721	Repair Parts-Vehicle	2,000	2,000
100-	7200-	54-2200	Vehicles	-	-
100-	7200-	54-2400	Computers	750	-
100-	7200-	54-2700	Other	-	6,000
			Total Expenditures	250,128	425,532

City of Fairburn					
Proposed Budget for Fiscal Year 2018-19					
Planning & Zoning					
				Approved	Proposed
Fund	Dept	Account	GL Description	Budget 2018	Budget 2019
100-	7400-	51-1100	Salaries & Wages	128,024	120,328
100-	7400-	51-1300	Overtime	-	-
100-	7400-	51-2100	Group Insurance	13,764	10,000
100-	7400-	51-2200	F.I.C.A. & Medicare	9,893	8,970
100-	7400-	51-2400	Retirement	5,824	25,113
100-	7400-	51-2600	Unemployment	-	-
100-	7400-	51-2700	Workers Comp	491	529
100-	7400-	51-2905	Incentive Pay	1,299	1,300
100-	7400-	51-2910	Other Employee Benefi	-	-
100-	7400-	52-1200	Professional	36,000	63,730
100-	7400-	52-1201	Comprehensive Plan	-	-
100-	7400-	52-1203	GIS Services	10,000	30,000
100-	7400-	52-1210	Special Projects	6,000	6,000
100-	7400-	52-1240	Consulting	-	-
100-	7400-	52-1242	Pre-Employment Screening	-	-
100-	7400-	52-2200	R&M Building	-	-
100-	7400-	52-3200	Telephone	660	660
100-	7400-	52-3300	Advertising	7,500	7,500
100-	7400-	52-3400	Printing & Binding	2,000	2,000
100-	7400-	52-3500	Travel	1,200	500
100-	7400-	52-3600	Dues & Fees	1,000	1,000
100-	7400-	52-3700	Education & Training	3,000	5,500
100-	7400-	52-3705	Business Meetings	-	-
100-	7400-	52-3900	Other Contract Services	-	-
100-	7400-	53-1100	Office Supplies	1,500	1,500
100-	7400-	53-1210	Water	350	350
100-	7400-	53-1215	Storm Water	445	-
100-	7400-	53-1230	Electric	3,500	3,000
100-	7400-	53-1270	Gasoline	100	100
100-	7400-	53-1400	Books & Periodicals	250	250
100-	7400-	53-1600	Small Equip 500-5000	500	1,250
100-	7400-	53-1610	Uniforms/Clothing	-	250
100-	7400-	53-1700	Misc Supplies <500	500	500
100-	7400-	54-2400	Computers & Software	750	-
			Total Expenditures	234,550	290,330

City of Fairburn					
Proposed Budget for Fiscal Year 2018-19					
Economic Development					
				Approved	Proposed
Fund	Dept	Account	GL Description	Budget 2018	Budget 2019
100-	7500-	52-1200	Professional	99,445	110,250
100-	7500-	52-1242	Pre-Employment Screen	-	-
100-	7500-	52-3200	Telephone	-	-
100-	7500-	52-3300	Advertising	9,000	-
100-	7500-	52-3400	Printing & Binding	20,000	20,000
100-	7500-	52-3450	Postage	-	-
100-	7500-	52-3500	Travel	1,000	3,000
100-	7500-	52-3600	Dues & Fees	2,000	5,000
100-	7500-	52-3700	Education & Training	1,000	3,000
100-	7500-	52-3705	Business Meeting	5,000	5,000
100-	7500-	52-3900	Other Contract Services	-	1,274
100-	7500-	53-1100	Office Supplies	1,000	500
100-	7500-	53-1400	Books & Periodicals	-	-
100-	7500-	53-1600	Small Equip 500-5000	1,000	-
100-	7500-	53-1700	Misc. Supplies	1,000	500
100-	7500-	54-2400	Computers & Software	-	-
			Total Expenditures	140,445	148,524

City of Fairburn					
Proposed Budget for Fiscal Year 2018-19					
Non-Departmental					
				Approved	Proposed
Fund	Dept	Account	GL Description	Budget 2018	Budget 2019
100-	9000-	61-1035	Transfer to Capital Fund	-	-
100-	9000-	61-2250	Transfer to Grant Fund	389,410	-
100-	9000-	61-2351	Transfer to G. O. Fund	-	-
100-	9000-	61-2580	Transfer to Education Fund	488,000	488,000
			Total Expenditures	877,410	488,000

City of Fairburn					
Proposed Budget for Fiscal Year 2018-19					
Confiscated Assets Fund					
Fund	Dept	Account	GL Description	Approved Budget 2018	Proposed Budget 2019
220-	0000-	35-1350	Confiscated Property	-	-
220-	0000-	35-1360	Confiscated Property	5,000	-
220-	0000-	35-1361	Federal Confiscated	-	-
220-	0000-	35-1362	State Confiscated	-	-
220-	0000-	35-1363	Local Confiscated	-	-
220-	0000-	36-1000	Interest Income - State	300	50
220-	0000-	36-1005	Interest Income - Federal	-	100
220-	0000-	36-1010	Interest Income - Pending	-	3
			Total Revenues	5,300	153
220-	0000-	53-1600	Small Equipment - State	20,000	-
220-	0000-	57-3000	Other Costs/Bank Fees	250	153
220-	1125-	52-3300	Advertising - State	250	-
220-	1125-	57-3000	Other Costs/Bank Fees	150	-
220-	1330-	52-2200	Repairs & Maintenance	-	-
220-	1330-	52-2205	Repairs & Maintenance	-	-
220-	3200-	53-1650	Small Equipment - State	-	-
220-	3200-	54-1600	Small Equipment - Federal	20,000	-
220-	3200-	54-1300	Building Improvements	-	-
220-	3200-	54-2200	Vehicles - State	-	-
			Total Expenditures	40,650	153
			Fund Balance		
			Change in Fund Balance	(35,350)	-

City of Fairburn					
Proposed Budget for Fiscal Year 2018-19					
Grants Fund					
Fund	Dept	Account	GL Description	Approved Budget 2018	Proposed Budget 2019
250-	0000-	33-3060	CDBG	110,000	165,000
250-	0000-	33-4055	LMIG - Road Resurfacing	125,000	150,000
250-	0000-	38-1000	Grant Revenue - Police	-	-
250-	0000-	38-1001	Grant Revenue - Fire	-	-
250-	0000-	38-1002	LWCF - Grant Recreation	39,600	-
250-	0000-	38-9000	TE Project Hwy 29/138	212,050	-
250-	0000-	38-9010	Interchange Study SR-74	775,000	-
250-	0000-	38-9013	LCI Implementation Grant	240,000	-
250-	0000-	39-5800	Transfer from General	469,575	-
			Total Revenues	1,971,225	315,000
250-	3200-	54-2500	Grant Purchase - Police	-	-
250-	3500-	54-2500	Grant Purchase - Fire	-	-
250-	3500-	54-1100	REBC Expense	-	-
350-	4100-	54-1300	TE Project - Hwy 29/138	265,060	-
250-	4100-	54-1405	Interchange Study SR-74	-	-
250-	4100-	54-1410	Interchange Design	775,000	-
250-	4100-	54-1415	Interchange Acquisitions	-	-
250-	4100-	54-1420	Interchange Construction	-	-
250-	4201-	54-1404	LMIG - Road Resurfacing	430,165	150,000
250-	4202-	54-1402	CDBG	110,000	165,000
250-	4203-	54-1403	LCI Implementation Grant	300,000	-
250-	4203-	54-2500	LWCF - Grant Purchase	91,000	-
			Total Expenditures	1,971,225	315,000
			Fund Balance		
			Change in Fund Balance	-	-
			Control		

City of Fairburn					
Proposed Budget for Fiscal Year 2018-19					
Hotel/Motel Tax Fund					
				Approved	Proposed
Fund	Dept	Account	GL Description	Budget 2018	Budget 2019
275-	0000-	31-4100	Hotel/Motel Tax	190,000	265,000
			Total Revenues	190,000	265,000
275-	0000-	61-1010	Transfer to General Fund	-	265,000
275-	0000-	61-1070	Transfer to Educational	-	-
275-	0000-	61-1080	Transfer to G.O. Bond	190,000	-
			Total Expenditures	190,000	265,000
			Fund Balance		
			Change in Fund Balance	-	-

City of Fairburn					
Proposed Budget for Fiscal Year 2018-19					
Capital Projects Fund					
				Approved	Proposed
Fund	Dept	Account	GL Description	Budget 2018	Budget 2019
350-	0000-	36-1000	Interest Income	-	-
350-	0000-	38-2000	Proceeds from Capital lease	292,500	-
350-	0000-	38-2100	Proceeds - Manor on Broad	-	-
350-	0000-	38-9005	SF CID - OIB Widening	152,000	-
350-	0000-	39-1000	Transfer from General Fund	100,000	-
			Total Revenues	544,500	-
350-	1320-	54-2100	Council Chamber AV Upgrade	100,000	-
350-	1565-	54-2200	Vehicles	-	-
350-	3200-	54-2200	Vehicles	195,000	-
350-	3500-	54-1000	Vehicles	-	-
350-	3500-	54-2200	Vehicles	34,500	-
350-	4100-	54-1300	TE Project - Hwy 29/138	-	-
350-	4100-	54-2200	Vehicles	-	-
350-	4200-	54-2200	Vehicles	63,000	-
350-	4204-	54-1401	SF CID - OIB Widening	152,000	-
350-	7200-	54-2200	Vehicles	-	-
350-	7500-	54-1200	Site Improve - Manor	-	-
			Total Expenditures	544,500	-
			Fund Balance		
			Change in Fund Balance	-	-

City of Fairburn
Proposed Budget for Fiscal Year 2018-19
General Obligation Bond Fund

General Fund				Approved	Proposed
Fund	Dept	Account	GL Description	Budget 2018	Budget 2019
351-	0000-	31-1100	Real and Personal Property Tax	884,191	771,057
351-	0000-	31-1310	Motor Vehicle Taxes	98,470	-
351-	0000-	36-1000	Interest Income	5,000	2,966
351-	0000-	38-1000	Proceeds from Bond Issue	-	-
351-	0000-	38-9025	Road Improvement Fees	-	-
351-	0000-	39-5200	Transfer from Hotel/Motel	190,000	-
351-	0000-	39-5800	Transfer from General Fund	-	-
351-	0000-	39-5900	Transfer from Water&Sewer	-	81,039
			Total Revenue	1,177,661	855,062
351-	0000-	52-3900	Other Contract Services	1,250	-
351-	0000-	58-2101	2011 GO Bonds-Bond Interest	454,788	411,687
351-	0000-	58-2110	2011 GO Bonds-Principal	410,000	440,000
351-	0000-	58-3000	Bank Fees - Bonds	50	-
351-	0000-	58-4000	Debt Issue Costs	-	-
351-	3500-	54-1100	Fire Station - Purchase	-	-
351-	3500-	54-1300	Fire Station - Design	100,000	-
351-	3500-	54-1301	Fire Station-Construction	1,200,000	-
351-	4200-	54-1400	Road Resurfacing	1,317,522	-
351-	6100-	54-1100	Site Purchase- Duncan Park	-	-
351-	6100-	54-1101	Site Demolition-Duncan Park	-	-
351-	6100-	54-1102	Pool/Splash Pad	1,900,000	-
351-	6100-	54-1200	Design & Renovat - Duncan Park	-	-
351-	6100-	54-2000	Machinery & Equipment	-	-
351-	7500-	54-1100	Site Purchase-Downtown	-	-
351-	7500-	54-1200	Site Improvement- Downtown	-	-
351-	7500-	54-1300	Design & Renovation-Downtown	-	3,375
			Total Expenditures	5,383,610	855,062
			Fund Balance		
			Change in Fund Balance	(4,205,949)	-

City of Fairburn
Proposed Budget for Fiscal Year 2018-19

TSPLOST Fund					
				Approved	Proposed
Fund	Dept	Account	GL Description	Budget 2018	Budget 2019
360-	0000-	31-3400	TSPOST Revenue	172,336	1,364,107
360-	0000-	36-1000	Interest Income	-	932
			Total Revenue	172,336	1,365,039
360-	0000-	54-1400	Infrastructure-Ped&Street	-	682,520
360-	0000-	54-1410	Infrastructure-Roadway	172,336	682,519
			Total Expenditures	172,336	1,365,039
			Fund Balance		
			Change in Fund Balance	-	-

City of Fairburn					
Proposed Budget for Fiscal Year 2018-19					
Water & Sewer Fund					
				Approved	Proposed
Fund	Dept	Account	GL Description	Budget 2018	Budget 2019
505-	0000-	33-3060	CDBG Grant	-	-
505-	0000-	34-2000	Sewer Service	2,656,800	2,826,300
505-	0000-	34-4210	Water Service	3,504,900	3,700,000
505-	0000-	34-4220	Water Taps	500,000	632,000
505-	0000-	34-4260	Stormwater Utility	-	-
505-	0000-	34-4265	Sewer Taps	600,000	450,000
505-	0000-	34-6900	Penalties	178,600	179,000
505-	0000-	36-1000	Interest on Investmen	1,000	1,500
505-	0000-	36-1500	Interest on Notes	-	-
505-	0000-	36-4270	F.O.G. Permits	11,250	12,000
505-	0000-	36-4275	F.O.G. Fees	16,200	55,000
505-	0000-	38-4300	Net Pension Liability	-	-
505-	0000-	38-9000	Miscellaneous	10,000	-
505-	0000-	39-2150	Gain on Sale	-	-
505-	0000-	39-5100	Transfer from Electric	-	-
			Total Revenues	7,478,750	7,855,800
505-	0000-	51-1100	Salaries & Wages	353,538	423,426
505-	0000-	51-1300	Overtime	15,000	15,000
505-	0000-	51-2100	Group Insurance	108,371	78,822
505-	0000-	51-2200	F.I.C.A. & Medicare	27,580	22,124
505-	0000-	51-2400	Retirement	30,754	11,001
505-	0000-	51-2600	Unemployment	-	-
505-	0000-	51-2700	Workers Comp	22,618	25,485
505-	0000-	51-2905	Incentive Pay	6,984	6,984
505-	0000-	51-2910	Other Employee Benefi	-	-
505-	0000-	51-2920	Other Employee Ben-Ins	-	1,000
505-	0000-	51-1901	Allocate to Stormwater	-	-
505-	0000-	52-1200	Professional	45,000	45,000
505-	0000-	52-1201	Professional - Tyrone	-	-
505-	0000-	52-1242	Pre-Employee Screenin	150	-
505-	0000-	52-1300	Technical Services	42,200	38,968
505-	0000-	52-1720	Uniforms	5,500	6,000
505-	0000-	52-2200	R & M Building	4,000	4,000
505-	0000-	52-2205	R & M Equipment	4,500	5,000
505-	0000-	52-2210	R & M Vehicle	7,000	7,000
505-	0000-	52-2320	Equipment Rental	4,500	4,500
505-	0000-	52-3100	Liability Insurance	94,400	94,400
505-	0000-	52-3200	Telephone	4,000	5,000

505-	0000-	52-3300	Advertising	3,000	1,500
505-	0000-	52-3400	Printing/Binding	4,800	3,500
505-	0000-	52-3450	Postage	15,000	8,175
505-	0000-	52-3500	Travel	1,500	1,000
505-	0000-	52-3600	Dues & Subscriptions	1,600	1,000
505-	0000-	52-3700	Training	3,500	3,500
505-	0000-	52-3850	Contract Labor	50,000	50,000
505-	0000-	52-3900	Other Contract Serv	130,000	100,260
505-	0000-	52-3905	Bank Fees	18,000	41,734
505-	0000-	52-3920	Fulton County Sewage	705,250	705,250
505-	0000-	53-1100	Office Supplies	1,200	1,000
505-	0000-	53-1220	Natural Gas	-	-
505-	0000-	53-1230	Electricity	8,500	5,500
505-	0000-	53-1270	Gasoline	14,000	14,000
505-	0000-	53-1510	Water - Inventory	1,585,700	1,800,000
505-	0000-	53-1600	Small Equip 500-5000	-	-
505-	0000-	53-1700	Misc Supplies <500	54,000	40,000
505-	0000-	53-1720	Repair Parts	4,000	4,000
505-	0000-	53-1745	Infrastructure Suppli	125,000	100,000
505-	0000-	54-1200	Site Improvements	-	200,000
505-	0000-	54-1400	Infrastructure	400,000	-
505-	0000-	54-2200	Vehicles	-	20,000
505-	0000-	54-2400	Computers	-	40,000
505-	0000-	54-2500	Other Equipment	15,280	-
505-	0000-	56-1000	Depreciation	440,000	368,155
505-	0000-	56-2011	Amortization - Refinance	-	-
505-	0000-	57-4000	Bad Debt Expense	90,000	80,000
505-	0000-	57-5000	Miscellaneous Expense	-	-
505-	0000-	58-1100	Bond Debt Principal	-	865,000
505-	0000-	58-2100	Bond Debt Interest	329,299	269,234
505-	0000-	58-2101	S Fulton Water Auth Bonds	1,157,938	1,157,938
505-	0000-	58-2110	Bond Debt Principal 2014	-	-
505-	0000-	58-2111	Bond Debt Interest 2014	80,955	-
505-	0000-	58-2150	Debt Interest - GEFA	-	-
505-	0000-	58-2200	Capital Lease Interes	-	-
505-	0000-	58-2300	Bond Discount Amort 2006	-	-
505-	0000-	58-3000	Bank Fee - BONDS	-	-
505-	0000-	58-4000	Issuance Costs	-	-
505-	0000-	61-1010	To General	450,000	450,000
505-	0000-	61-1035	Transfer to Educ Complex	-	307,898
505-	0000-	61-1040	Transfer to E911	-	-
505-	0000-	61-5000	Transfer to Water/Sewer Bond	-	423,446
505-	9000-	54-2500	Capitalize Equipment	-	-
			Total Expenses	6,464,617	7,855,800
			Net Assets		

[illegible]

City of Fairburn					
Proposed Budget for Fiscal Year 2018-19					
Storm Water Fund					
Fund	Dept	Account	GL Description	Approved Budget 2018	Proposed Budget 2019
506-	0000-	34-4260	Storm Water Utility	959,300	932,800
506-	0000-	38-9030	GDOT Grant	-	-
506-	0000-	38-9040	Utility Relocation - COA	-	-
			Total Revenues	959,300	932,800
506-	0000-	51-1900	Allocate from General	-	-
506-	0000-	51-1901	Allocate from Water/Sewer	-	-
506-	0000-	52-1200	Professional	-	10,000
506-	0000-	52-1201	Mitigation Bank - Construction Plans	-	-
506-	0000-	52-1202	E. Campbellton Prolect Design	-	-
506-	0000-	52-1203	Rivertown Road Planning/Engineerin	-	-
506-	0000-	52-1300	Technical Services	40,000	-
506-	0000-	52-1301	Whitewater Creek TMDI Program	-	-
506-	0000-	52-1302	STW Mapping & Inspections	-	-
506-	0000-	52-2321	Equipment Rental	-	-
506-	0000-	52-3400	Printing & Binding	-	3,500
506-	0000-	52-3450	Postage	-	8,175
506-	0000-	52-3600	Dues & Subscriptions	-	-
506-	0000-	52-3900	Other Contract Services	-	40,000
506-	0000-	52-3904	Street Sweeping Services	-	-
506-	0000-	52-3905	Catch Basin Cleaning Services	10,000	10,000
506-	0000-	53-1745	Infrastructure Supplies	-	-
506-	0000-	54-1200	E. Campbellton Improvements	-	500,000
506-	0000-	54-1205	Line Creek Bridge	-	-
506-	0000-	54-1210	W. Campbellton Improvements	-	-
506-	0000-	54-1215	Pipe Lining	550,000	-
506-	0000-	54-1220	Station #21 Improvements	-	-
506-	0000-	54-2500	Other Equipment	-	-
506-	0000-	56-1000	Depreciation	260,000	361,125
506-	9900-	54-1200	Capitalize Infrastructure	-	-
			Total Expenses	860,000	932,800
			Net Assets		
			Change to Net Assets	99,300	-
			Non-Cash Expenses		
			Depreciation	-	-

City of Fairburn					
Proposed Budget for Fiscal Year 2018-19					
2014 Water & Sewer Bond Fund					
				Approved	Proposed
Fund	Dept	Account	GL Description	Budget 2018	Budget 2019
507-	0000-	36-1000	Interest Income	25,000	22,236
507-	0000-	39-5000	Operating Transfer from Water	-	423,446
507-	0000-	39-5100	Operating Transfer from Electric	-	-
			Total Revenues	25,000	445,682
507-	0000-	52-3100	Bond Insurance	-	-
507-	0000-	52-3905	Bank Fees	1,000	300
507-	0000-	54-1100	Fayetteville Road Water Line	-	-
507-	0000-	54-1405	Bohannon Water Line	-	-
507-	0000-	56-1000	Depreciation	-	-
507-	0000-	56-2011	Amortization	-	-
507-	0000-	58-1100	Bond Principal	-	180,000
507-	0000-	58-2111	Bond Debt Interest	-	265,382
507-	0000-	58-4000	Issuance Costs	-	-
507-	9000-	54-1405	Capitalize Infrastructure	-	-
			Total Expenses	1,000	445,682
			Net Assets	24,000	-
			Change to Net Assets		-

City of Fairburn					
Proposed Budget for Fiscal Year 2018-19					
Electric Fund					
Fund	Dept	Account	GL Description	Approved Budget 2018	Proposed Budget 2019
510-	0000-	34-4310	Electric Fees	8,553,799	8,250,000
510-	0000-	34-4320	City Street Lights	137,616	137,616
510-	0000-	34-4330	Temporary/Permanent S	1,000	1,000
510-	0000-	34-4340	Pole Attachments/Rent	36,320	48,500
510-	0000-	34-4350	Electrical Permits	22,500	30,000
510-	0000-	34-4360	Off System Sales	200,000	-
510-	0000-	34-6900	Penalties	225,000	214,168
510-	0000-	34-6910	Connection Fees	-	-
510-	0000-	36-1000	Interest Income	-	-
510-	0000-	36-2000	MEAG Competitive Trust	226,599	226,599
510-	0000-	38-4300	Net Pension Liability	-	-
510-	0000-	38-9000	Miscellaneous	20,000	29,300
510-	0000-	38-9010	Misc Income MEAG	-	-
			Total Revenues	9,422,834	8,937,183
510-	0000-	51-1100	Salaries	499,075	542,298
510-	0000-	51-1300	Overtime	30,000	30,000
510-	0000-	51-2100	Group Insurance	83,611	70,705
510-	0000-	51-2200	F.I.C.A. & Medicare	38,676	38,676
510-	0000-	51-2400	Retirement	45,133	13,000
510-	0000-	51-2600	Unemployment	-	-
510-	0000-	51-2700	Workers Comp	14,004	15,166
510-	0000-	51-2905	Incentive Pay	6,497	6,497
510-	0000-	51-2910	Other Employee Benefi	-	-
510-	0000-	52-1200	Professional	750	24,000
510-	0000-	52-1300	Technical Services	375,000	250,000
510-	0000-	52-1705	Infrastructure Supplies	-	-
510-	0000-	52-1725	Uniforms	5,000	6,800
510-	0000-	52-2130	Janitorial	7,300	7,300
510-	0000-	52-2140	Landscaping	-	-
510-	0000-	52-2200	R & M Building	16,000	16,000
510-	0000-	52-2205	R & M Equipment	8,000	10,000
510-	0000-	52-2210	R & M Vehicle	45,000	45,000
510-	0000-	52-2320	Equipment Rental	6,000	3,000
510-	0000-	52-3100	Liability Insurance	94,400	94,400
510-	0000-	52-3200	Telephone	9,500	9,500
510-	0000-	52-3400	Printing & Binding	5,000	3,500
510-	0000-	52-3450	Postage	15,000	8,175
510-	0000-	52-3500	Travel Expense	6,500	5,000

510-	0000-	52-3600	Dues & Subscriptions	1,000	1,000
510-	0000-	52-3700	Training	5,000	5,000
510-	0000-	52-3850	Contract Labor - Inst	2,500	2,500
510-	0000-	52-3900	Other Contract Services	35,000	25,000
510-	0000-	52-3905	Bank Fees	20,000	37,000
510-	0000-	53-1100	Office Supplies	1,500	1,500
510-	0000-	53-1210	Water	1,800	1,800
510-	0000-	53-1215	Storm Water Fee	690	690
510-	0000-	53-1230	Electricity	16,000	16,000
510-	0000-	53-1270	Gasoline	25,000	15,000
510-	0000-	53-1275	Fuel - Generator	-	-
510-	0000-	53-1530	Electricity-Cost of G	6,155,520	6,055,899
510-	0000-	53-1600	Small Equip 500-5000	10,000	10,000
510-	0000-	53-1610	Uniforms	-	-
510-	0000-	53-1700	Misc Supplies <500	90,000	81,777
510-	0000-	53-1710	Uniforms	-	-
510-	0000-	53-1720	Repair Parts	5,000	5,000
510-	0000-	53-1745	Infrastructure Suppli	40,000	67,313
510-	0000-	54-1400	Infrastructure	300,000	250,000
510-	0000-	54-2200	Vehicles	100,500	-
510-	0000-	54-2400	Computers & Software	800	20,000
510-	0000-	54-2500	Other Equipment	-	-
510-	0000-	56-1000	Depreciation	315,000	315,000
510-	0000-	57-4000	Bad Debt Expense	80,000	40,000
510-	0000-	58-2200	Capital Lease Interes	-	-
510-	0000-	58-3000	Bank Fees	-	-
510-	0000-	61-1010	To General	750,000	700,000
510-	0000-	61-2560	To 2014 Utility Bonds	-	-
510-	9000-	54-1400	Infrastructure	-	-
510-	9000-	54-2200	Vehicles	-	-
510-	9000-	54-2500	Capitalize Equipment	-	-
510-	0000-	58-1200	Capital Lease Principal	-	74,927
510-	0000-	58-2200	Capital Lease Interest	-	12,760
			Total Expenses	9,265,756	8,937,183
			Net Assets		
			Change to Net Assets	157,078	-
			Non-Cash Expenses		
			Depreciation	315,000	315,000

City of Fairburn					
Proposed Budget for Fiscal Year 2018-19					
Sanitation Fund					
				Approved	Proposed
Fund	Dept	Account	GL Description	Budget 2018	Budget 2019
540-	0000-	34-4110	Sanitation Fees	727,200	781,039
540-	0000-	34-4120	Commercial Fees	800	-
540-	0000-	34-6900	Penalties	21,000	21,000
540-	0000-	36-1000	Interest Income	-	-
540-	0000-	38-9000	Miscellaneous	250	2,500
			Total Revenues	749,250	804,539
540-	0000-	52-3900	Other Contract Services	15,000	15,000
540-	0000-	52-3905	Bank Fees	7,000	8,000
540-	0000-	52-3910	Refuse Collection	571,230	659,047
540-	0000-	53-1700	Misc Supplies	9,000	9,000
540-	0000-	54-2400	Computers&Software	-	-
540-	0000-	56-1000	Depreciation	-	-
540-	0000-	57-4000	Bad Debt Expense	15,000	16,500
540-	0000-	61-1010	To General	50,000	96,992
			Total Expenses	667,230	804,539
			Net Assets		
			Change to Net Assets	82,020	-
			Non-Cash Expenses		
			Depreciation	-	-

City of Fairburn					
Proposed Budget for Fiscal Year 2018-19					
Educational Complex Fund					
				Approved	Proposed
Fund	Dept	Account	GL Description	Budget 2018	Budget 2019
580-	0000-	36-1000	Interest Income	2,500	2,500
580-	0000-	38-9000	Rent - Brenau	251,160	251,160
580-	0000-	38-9100	Rent - Ga. Military	261,298	261,298
580-	0000-	38-9200	A-Knight Traffic Building	13,800	12,000
580-	0000-	38-9300	New Hope Learning Center	10,000	12,000
580-	0000-	38-9400	Atlanta Technical College	-	-
580-	0000-	38-9900	Misc. Income	-	-
580-	0000-	39-5000	Transfer from Water	-	307,898
580-	0000-	39-5800	Transfer from General	488,000	488,000
			Total Revenues	1,026,758	1,334,856
580-	0000-	11-7600	Construction WIP	-	-
580-	0000-	52-1200	Professional	12,000	12,000
580-	0000-	52-2200	R&M Building	35,000	22,206
580-	0000-	52-3300	Advertising	1,000	1,000
580-	0000-	52-3900	Other Contract Servie	12,000	12,000
580-	0000-	53-1215	Storm Water	2,305	-
580-	0000-	53-1220	Retail # 1 Utilities	2,400	2,400
580-	0000-	53-1235	Street Lights	-	-
580-	0000-	53-1700	Misc. Supplies	600	-
580-	0000-	54-1100	Site Purchase	-	-
580-	0000-	56-1000	Depreciation	242,000	242,000
580-	0000-	58-1100	Bond Debt Principal	430,000	430,000
580-	0000-	58-2100	Bond Debt Interest	616,375	613,150
580-	0000-	58-2300	Amortization	-	-
580-	0000-	58-3000	Bank Fees	100	100
580-	9100-	54-1300	Classroom Building #3	-	-
580-	9200-	54-1300	Parking Lot Improvements	-	-
580-	9300-	54-1300	South Building #2	-	-
580-	9400-	54-1300	Adminstration Building	100,000	-
			Total Expenses	1,453,780	1,334,856
			Net Assets		
			Change to Net Assets	(427,022)	-



**CITY OF FAIRBURN
MAYOR AND CITY COUNCIL
AGENDA ITEM**

SUBJECT: TEXT AMENDMENT 18TA-002 - Highway 74 Overlay District Site Development Standards - Buffers

() AGREEMENT () POLICY / DISCUSSION () CONTRACT
(X) ORDINANCE () RESOLUTION () OTHER

Planning and Zoning Commission: 09.11.18

Mayor and City Council: 09.24.18

DEPARTMENT: Community Development/Planning and Zoning Office

BUDGET IMPACT: None

PUBLIC HEARING: (X) Yes () No

PURPOSE: For the Mayor and City Council to review the proposed text amendment to reduce the retail/commercial buffer standard for the Highway 74 Overlay District.

HISTORY: In 2006, Fairburn Renaissance, a large mixed-use development was planned for Highway 74/Senoia Road, which included 745,705 SF of retail, 21,000 SF of office and 201 residential units. Staff is of the opinion that the 100-foot residential buffer requirement was incorporated into the Highway 74 Overlay District Standards to provide a visual separation between the Fairburn Renaissance development and abutting residential (Fieldstone Manor, Fairhaven and Foxwood). The 100-foot buffer would lessen any nuisances (i.e. noise, glare, and parking areas) that may have been associated with the large-scale retail/commercial development.

FACTS AND ISSUES: The Highway 74 Overlay District requires retail and commercial developments which adjoin property developed as, or planned as, residential use to maintain a 100-foot buffer. As a result of a planned multi-family residential development on Highway 74, the 100-foot buffer requirement creates a hardship for adjoining properties zoned C-2 (General Commercial District). The minimum lot size and width for C-2 (General Commercial) district is one-half acre and 100 feet wide, respectively. Most lots on Highway 74/Senoia Road are less than an acre and the few lots that are over an acre could be subdivided into much smaller lots to accommodate future commercial development. Subsequently, the sizeable 100-foot buffer requirement significantly reduces the buildable area of a lot and ultimately hinders development. Staff is requesting to reduce the required buffer between residential uses and retail/commercial development within the Highway 74 Overlay District to 25-feet.

RECOMMENDED ACTION: Staff is requesting a **WITHDRAWAL** of text amendment Section 80-90(e)(1) - Highway 74 Overlay District Site Development Standards - Buffers.

Attachment: Mark-up and Amended version of text amendment - Section 80-90(e)(1).


Elizabeth Carr-Hurst, Mayor

AN ORDINANCE TO AMEND CHAPTER 80. ZONING, ARTICLE II. ZONING DISTRICTS, DIVISION 2. DISTRICT REGULATIONS, SECTION 80-90.- GEORGIA HIGHWAY 74 OVERLAY DISTRICT (E) SITE DEVELOPMENT STANDARDS, IN ORDER TO REDUCE THE RETAIL/COMMERICAL BUFFER STANDARD REQUIREMENTS THAT ADJOIN RESIDENTIAL PROPERTIES; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE AND FOR OTHER PURPOSES

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FAIRBURN, GEORGIA, AND IT IS HEREBY ORDAINED BY AUTHORITY OF THE SAME THAT:

Whereas, zoning ordinance amendments are important in order to continue the realization of the vision, goal and policies set forth by Staff and the community in the most recent Comprehensive Land Use Plan update;

Whereas, pursuant to the requirements of the Zoning Procedures Act and the City Zoning Ordinance, a properly advertised public hearing on the text amendment to the zoning ordinance was held not less than 15 nor more than 45 days from the date of publication of notice, and which public hearing was held on the 24th day of September, 2018; and

Whereas, in accordance with the requirements of the Zoning Ordinance, the Planning and Zoning Commission of the City of Fairburn has forwarded its recommendation to the Mayor and City Council that the amendment to Chapter 80. Zoning. Article II. Zoning Districts, Division 2. District Regulations, Section 80-90.- Georgia Highway 74 Overlay District, subsection (e)Site development standards (1)a.,be approved in order to reduce the retail and commercial 100-foot buffer standard requirements for properties that adjoin residential properties to 25-foot buffer standard requirements; and

Whereas, pursuant to the requirements of the Zoning Procedures Act and the City Zoning Ordinance, the Mayor and Council of the City of Fairburn have conducted a properly advertised hearing on the proposed amendments to the Zoning Ordinance of the City of Fairburn, Georgia; and

Whereas, after the aforementioned public hearing, the Mayor and Council have determined that adoption of the amendment to Chapter 80. Zoning. Article II. Zoning Districts, Division 2, District Regulations, Section 80-90.- Georgia Highway 74, subsection (e) Site development standards (1)a., would be in the best interest of residents, property owners, businesses and citizens of the City of Fairburn; and

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and City Council of the City of Fairburn, Georgia, and it is hereby ordained by the authority of same that Chapter 80- Zoning, Article II. Zoning Districts, Division 2. District Regulations, Section 80-90. - Georgia Highway 74 Overlay District, subsection (e)Site development standards (1)a., be amended in the Fairburn Zoning Ordinance as follows:

1
2 **Section 1.** *(e) Site development standards. In order to establish and maintain the Georgia*
3 *Highway 74 overlay district as a quality area which will preserve the investments of all land*
4 *owners and developers, as well as encourage both commercial and residential development with*
5 *the city, all development with the Georgia Highway 74 overlay district must comply with the*
6 *following standards:*

7
8 (1) *The following schedule shall control land development as specified:*

9 a. *Retail and commercial services developments shall provide a landscaped buffer*
10 *with a minimum horizontal dimension of 35 feet adjacent to the Highway 74 right*
11 *of way. A buffer with a minimum horizontal dimension of 75 feet shall be provided*
12 *where such developments are proposed adjacent to property developed as, or*
13 *planned as, office use. A 25-foot buffer shall be provided on retail and commercial*
14 *services developments which adjoin property developed as, or planned as*
15 *residential use.*

16
17 **Section 2.** In the event any section, subsection, sentence, clause, or phrase of this Ordinance shall
18 be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect
19 the previously existing provisions of the other sections, subsections, sentences, clauses or phrases
20 of this Ordinance, which shall remain in full force and effect as if the section, subsection, sentence,
21 clause or phrase so declared or adjudicated invalid or unconstitutional were not originally a part
22 thereof. The City Council declares that it would have passed the remaining parts of this Ordinance
23 or retained the previously existing Ordinance if it had known that such part of parts hereof would
24 be declared or adjudicated invalid or unconstitutional.

25
26 **Section 3.** This Ordinance shall become effective on the 24th day of September, 2018.

27
28 **Section 4.** All Ordinances and parts of Ordinances in conflict with this Ordinance are repealed to
29 the extent of the conflict.

30
31 APPROVED this 24th day of September, 2018, by the Mayor and Council of the City of Fairburn,
32 Georgia.

33
34 ATTEST:

35 _____
Elizabeth Carr-Hurst, Mayor

36 _____
Keshia McCullough, City Clerk

37
38
39
40 APPROVED AS TO FORM:

41
42 _____
43 William R. (Randy) Turner, City Attorney
44
45
46



**CITY OF FAIRBURN
MAYOR AND CITY COUNCIL
AGENDA ITEM**

SUBJECT: REZONING 18RZ-005 - South Fulton, LLC

() AGREEMENT () POLICY / DISCUSSION () CONTRACT
(X) ORDINANCE () RESOLUTION () OTHER

**Planning and Zoning Commission: 09.11.18 Work Session: 09/24/2018 Mayor and City Council:
09.24.18**

DEPARTMENT: Community Development/Planning and Zoning

BUDGET IMPACT: None

PUBLIC HEARING: (X) Yes () No

PURPOSE: A request to rezone the subject property from **R-2 (Single-Family Residential District)** to **R-CT (Residential Condominium/Townhouse)** to allow the development of 232 townhouses and 86 single-family on 75.9 acres.

STAFF RECOMMENDATION: CONTINUE TO OCTOBER 22, 2018

PLANNING AND ZONING COMMISSION RECOMMENDATION: The Planning and Zoning Commission recommends that the Mayor and City Council request the applicant to conduct a traffic impact study to determine the effect of the development on the city's infrastructure.


Elizabeth Carr-Hurst, Mayor

Impact Analysis

Applicant: South Fulton, LLC

1. Does the zoning proposal permit a use that is suitable in view of the use and development of adjacent and nearby property? *The subject property is nearly 76 acres on the northern frontage of Virlyn B. Smith Road. It is located in an area with diverse uses. To the east is a tract of open space owned by the City of Fairburn with frontage on Valley View Drive. It appears that this space, zoned R-3 Overlay, provides open space and buffering for Valley View Estates where the typical lot is 6000 square feet. Holly Hill Memorial Park is a cemetery zoned O&I. Lands associated with this cemetery have frontage on Virlyn B. Smith Road to the east of the subject property. In addition to the O&I and R-3 Overlay, is a small neighborhood zoned R-1 with frontage on Brooks Street. To the north is Duncan Park. The property is zoned R-1 and AG-1 for an active recreation park. Also to the north of the subject property are residential tracts zoned R-1 with frontage on Rivertown Road. To the west is property zoned AG-1 that is used for the Georgia Renaissance Festival. An upscale mixed townhome and single-family development on this property with a substantial amount of open space that buffers the neighboring properties is a suitable use among the varying uses that surround the subject property.*
2. Does the zoning proposal adversely affect the existing use or usability of adjacent or nearby property? *The adverse effects of the proposed residential development on adjacent or nearby properties is very hard to measure. The most prominent properties adjacent to the subject parcel are used as a County/City active recreation park with frontage on Rivertown Road, a cemetery and a site for a seasonal festival. The proposed R-CT zoning will not negatively impact these uses. In fact, the proposed development would positively impact the neighboring properties. A pedestrian connection is planned for Brooks Street for ease of access to downtown promoting economic growth. Further, an access easement will be provided for a future connection to Duncan Park. The neighboring residential uses are well buffered. The proposed single family and townhome development will fit in well with the growth associated with the large Durham Lakes project.*
3. Does the property to be rezoned have a reasonable economic use as currently zoned? *The property is currently zoned R-2 for medium density single family homes. Though, R-CT and R-2 are both considered medium density, we have found that development of the property solely single-family detached use is not reasonable. The mixed use of townhomes and detached single-family residential provides a more reasonable use when considering the diversity of uses in the neighborhood.*
4. Will the zoning proposal result in a use that could create an excessive or burdensome use of existing streets, transportation facilities, utilities or schools? *Both the current R-2 zoning and the proposed R-CT zoning are considered medium density developments in City of Fairburn Zoning.*

The proposed development does not create an excessive or burdensome use of public facilities compared to a development under the current zoning.

5. Is the zoning proposal in conformity with the policies and intent of the land use plan? The proposed R-CT development is in accordance with the following statements of the City of Fairburn Comprehensive Plan:

- *"bring mixed use development, including housing (lofts and townhomes) and vitality to downtown".*
- *"Locate townhomes downtown".*
- *"Update Zoning Ordinance to allow loft apartments over stores and townhouses Downtown".*

The tract where this project proposes townhomes will bring residents within walking distance of downtown. The Comprehensive Plan also states that townhomes should be used as a transition from the intense commercial use to the residential uses. A pedestrian connection is planned for Brooks Street for ease of access to downtown promoting economic growth. The location of the subject tract is in a transition area between the cemetery zoned O&I and the Georgia Renaissance Festival zoned AG-1.

6. Are there existing or changing conditions that affect the use and development of the property which support either approval or denial of the zoning proposal? There are none.
7. Does this zoning proposal permit a use that can be considered environmentally adverse to the natural resources, environment and citizens? The proposal does not. The proposal provides buffers to the creeks and preservation of large amounts of open space. This space provides valuable water re-charge areas and protection of the creeks.

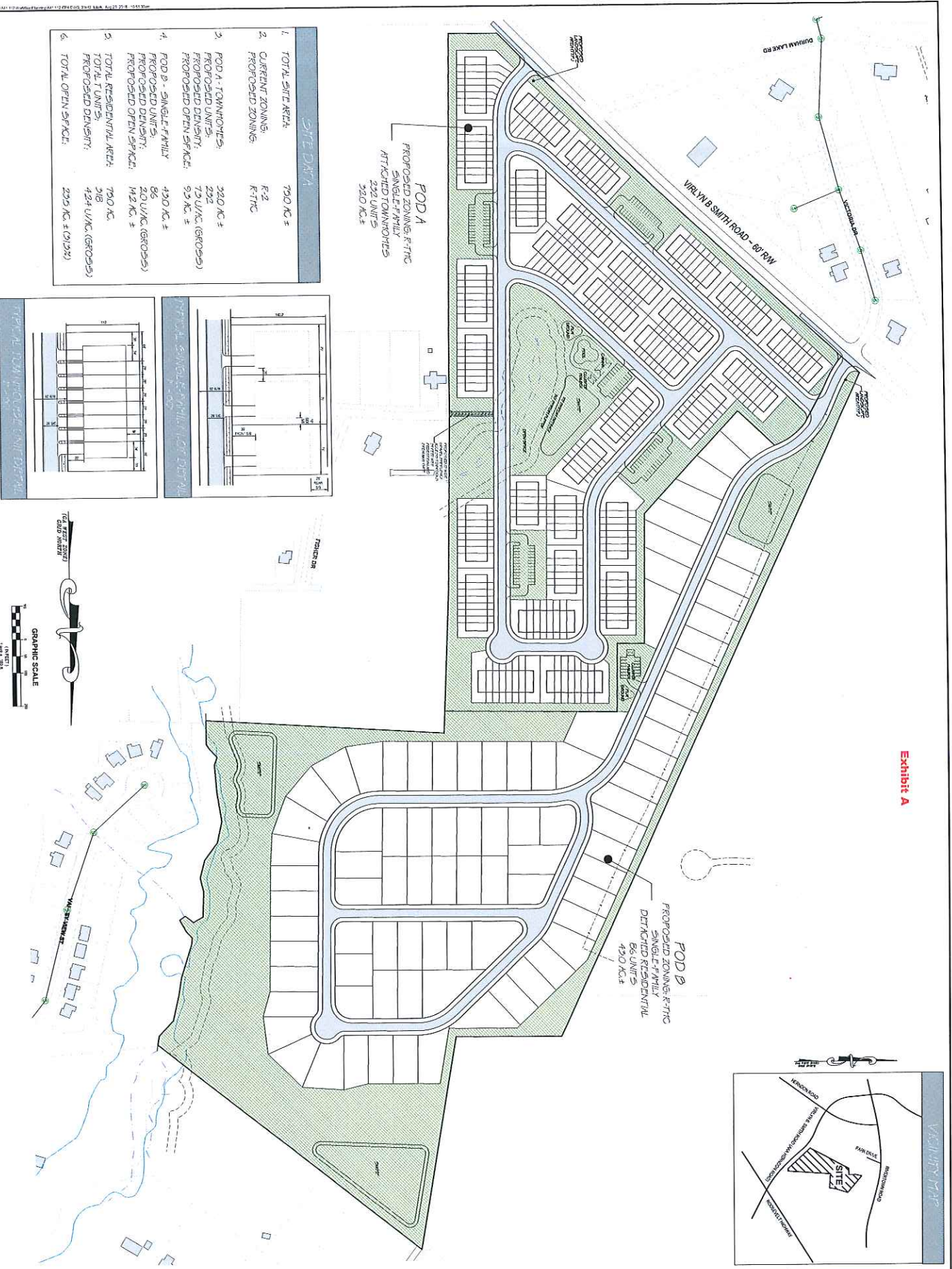
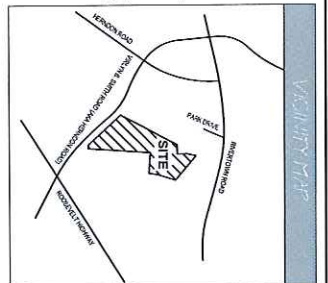
EXHIBIT "A"

LEGAL DESCRIPTION OF LAND

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 50, 51 & 68 OF THE 9TH F DISTRICT OF FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

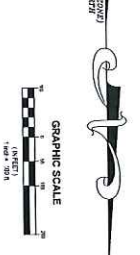
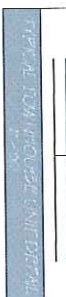
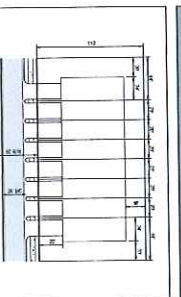
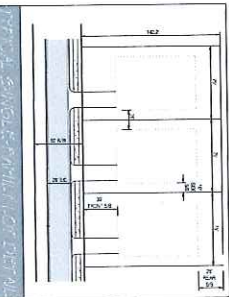
BEGINNING AT A REBAR FOUND AT THE POINT OF INTERSECTION OF LAND LOTS 50, 51, 48 & 49 OF THE 9TH F DISTRICT OF FULTON COUNTY, GEORGIA (SAID POINT OF BEGINNING ALSO BEING FOUND AT THE SOUTHEAST CORNER OF SAID LAND LOT 50); RUNNING THENCE ALONG THE LINE DIVIDING THE ABOVEMENTIONED LAND LOTS 50 & 49 NORTH 87 DEGREES 21 MINUTES 03 SECONDS WEST 148.44 FEET TO A POINT ON THE NORTHEASTERN RIGHT OF WAY OF VIRLYN B. SMITH PARKWAY (60 FOOT RIGHT OF WAY) (THE HERNDON ROAD); RUNNING THENCE ALONG SAID RIGHT OF WAY NORTH 42 DEGREES 45 MINUTES 13 SECONDS WEST 103.43 FEET TO A POINT; CONTINUING THENCE ALONG SAID RIGHT OF WAY NORTH 43 DEGREES 18 MINUTES 29 SECONDS WEST 234.26 FEET TO A POINT; CONTINUING THENCE ALONG SAID RIGHT OF WAY NORTH 43 DEGREES 24 MINUTES 16 SECONDS WEST 204.94 FEET TO A POINT; CONTINUING THENCE ALONG SAID RIGHT OF WAY NORTH 43 DEGREES 07 MINUTES 56 SECONDS WEST 241.19 FEET TO A POINT; CONTINUING THENCE ALONG SAID RIGHT OF WAY NORTH 43 DEGREES 37 MINUTES 58 SECONDS WEST 706.81 FEET TO AN IRON PIN SET; LEAVING SAID RIGHT OF WAY AND RUNNING THENCE NORTH 26 DEGREES 44 MINUTES 57 SECONDS EAST 2,193.42 FEET TO AN IRON PIN SET ON THE LINE DIVIDING LAND LOTS 50 & 68 OF THE 9TH F DISTRICT OF FULTON COUNTY, GEORGIA; RUNNING THENCE ALONG SAID LAND LOT DIVIDING LINE SOUTH 89 DEGREES 12 MINUTES 28 SECONDS EAST 319.99 FEET TO THE POINT OF INTERSECTION OF LAND LOTS 50, 51, 68 & 69 OF THE 9TH F DISTRICT OF FULTON COUNTY, GEORGIA; RUNNING THENCE NORTH 03 DEGREES 22 MINUTES 31 SECONDS EAST 400.31 FEET TO AN IRON PIN SET; RUNNING THENCE NORTH 26 DEGREES 38 MINUTES 57 SECONDS EAST 286.39 FEET TO AN IRON PIN SET; RUNNING THENCE SOUTH 50 DEGREES 32 MINUTES 18 SECONDS EAST 232.00 FEET TO AN OPEN TOP PIPE; RUNNING THENCE SOUTH 50 DEGREES 38 MINUTES 37 SECONDS EAST 789.08 FEET, MORE OR LESS, TO A REBAR FOUND AT THE CENTERLINE OF A CREEK; RUNNING THENCE IN A SOUTHERLY DIRECTION ALONG THE CENTERLINE OF SAID CREEK AND FOLLOWING THE MEANDERINGS THEREOF A DISTANCE OF 1,040.31 FEET TO A POINT; LEAVING SAID CENTERLINE AND RUNNING THENCE NORTH 83 DEGREES 48 MINUTES 56 SECONDS WEST 102.97 FEET, MORE OR LESS, TO A ROD FOUND; RUNNING THENCE NORTH 84 DEGREES 38 MINUTES 25 SECONDS WEST 614.39 FEET TO A NAIL FOUND IN A TOP POST FOUND ON THE EASTERN LINE OF THE ABOVEMENTIONED LAND LOT 50; RUNNING THENCE ALONG SAID LAND LOT LINE SOUTH 04 DEGREES 27 MINUTES 20 SECONDS WEST 430.58 FEET TO A NAIL FOUND IN A TOP POST; CONTINUING THENCE ALONG SAID LAND LOT LINE SOUTH 02 DEGREES 58 MINUTES 42 SECONDS WEST 369.69 FEET TO A REBAR FOUND; CONTINUING THENCE ALONG SAID LAND LOT LINE SOUTH 03 DEGREES 01 MINUTE 50 SECONDS WEST 135.86 FEET TO AN OPEN TOP PIPE; CONTINUING THENCE ALONG SAID LAND LOT LINE SOUTH 02 DEGREES 03 MINUTES 00 SECONDS WEST 255.44 FEET TO AN OPEN TOP PIPE; CONTINUING THENCE ALONG SAID LAND LOT LINE SOUTH 01 DEGREE 35 MINUTES 01 SECOND WEST 240.25 FEET TO AN OPEN TOP PIPE; CONTINUING THENCE ALONG SAID LAND LOT LINE SOUTH 02 DEGREES 57 MINUTES 16 SECONDS WEST 661.59 FEET TO THE REBAR FOUND AT THE POINT OF BEGINNING; ALL ACCORDING TO SURVEY PREPARED BY SURVEY SYSTEMS AND ASSOC., INC., DATED JULY 1, 2004; BEING THE SAME PROPERTY AS CONVEYED IN DEED RECORDED IN DEED BOOK 11777, PAGE 21, FULTON COUNTY, GEORGIA RECORDS; AND BEING APPROXIMATELY 75.90 ACRES OF LAND IN FULTON COUNTY, GEORGIA.

Exhibit A



SITE DATA

1. TOTAL SITE AREA:	790 AC ±
2. CURRENT ZONING:	R-7
3. PROPOSED ZONING:	R-7TC
4. POD A - TOWNHOMES:	222 AC ±
5. PROPOSED UNITS:	222
6. PROPOSED OPEN SPACE:	75 UAC (SROGS)
7. PROPOSED OPEN SPACE:	95 AC ±
8. POD B - SINGLE-FAMILY:	430 AC ±
9. PROPOSED UNITS:	66
10. PROPOSED OPEN SPACE:	50 UAC (SROGS)
11. PROPOSED OPEN SPACE:	142 AC ±
12. TOTAL RESIDENTIAL AREA:	790 AC
13. TOTAL T. UNITS:	288
14. PROPOSED DENSITY:	424 UAC (SROGS)
15. TOTAL OPEN SPACE:	235 AC ± (51.2%)



VIRLYN B. SMITH PROPOSAL

SOUTH FULTON LLC

AUGUST 31, 2018



ROCKLYN HOMES PROPOSED BUILDER



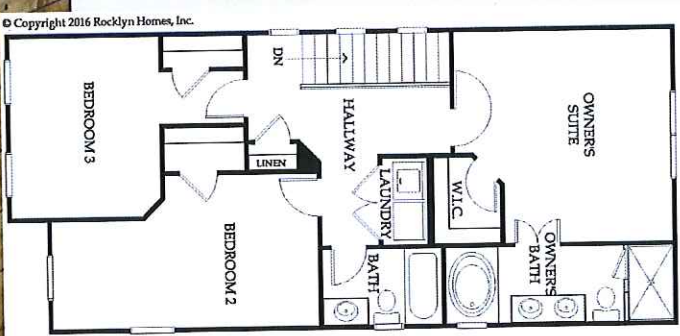
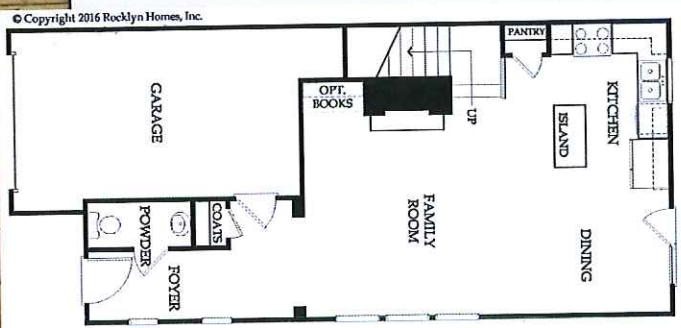
ELEVATION AND FLOOR PLAN - MCAFFEE

3 BEDS 2.5 BATHS 1,467 SQ. FEET 1 CAR GARAGE

ELEVATION



FLOOR PLAN (FLOOR 1 AND FLOOR 2)



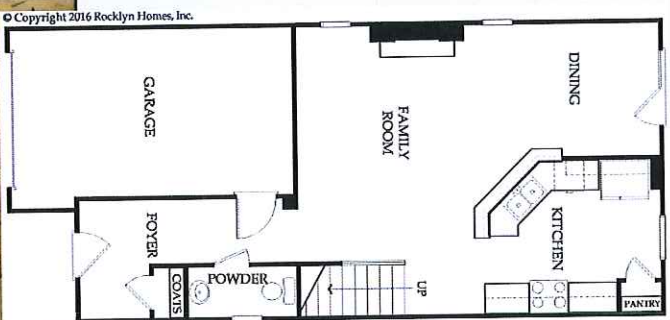
ELEVATION AND FLOOR PLAN - MARLIN

3 BEDS 2.5 BATHS 1,467 SQ. FEET 1 CAR GARAGE

ELEVATION



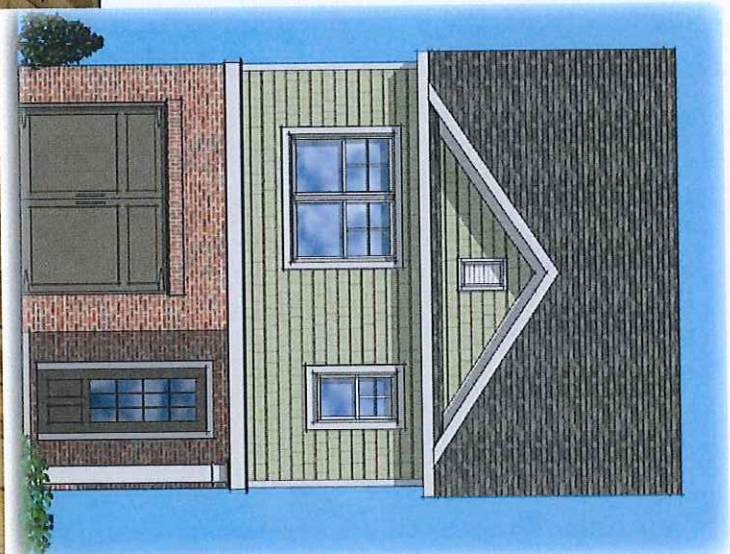
FLOOR PLAN (FLOOR 1 AND FLOOR 2)



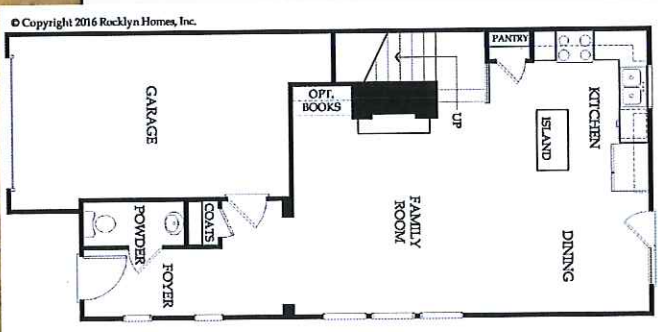
ELEVATION AND FLOOR PLAN - MELBOURNE

3 BEDS 2.5 BATHS 1,467 SQ. FEET 1 CAR GARAGE

ELEVATION



FLOOR PLAN (FLOOR 1 AND FLOOR 2)



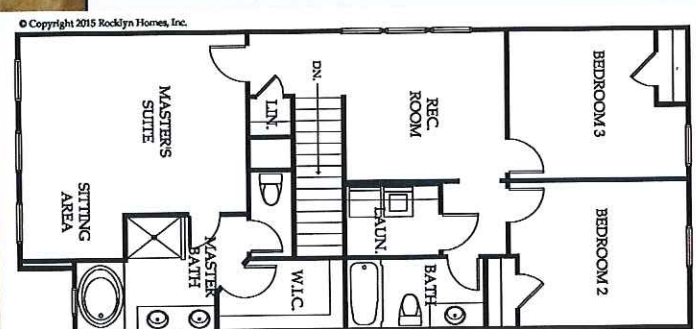
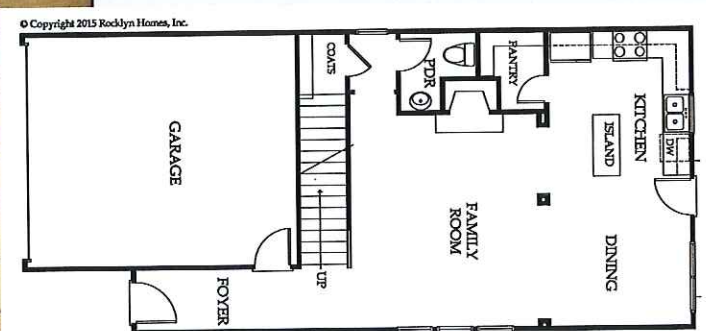
ELEVATION AND FLOOR PLAN - REDLAND

3 BEDS 2.5 BATHS 1,745 SQ. FEET 2 CAR GARAGE

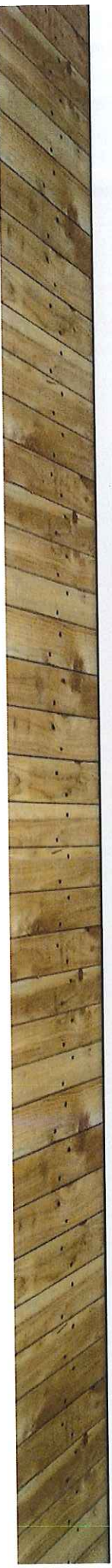
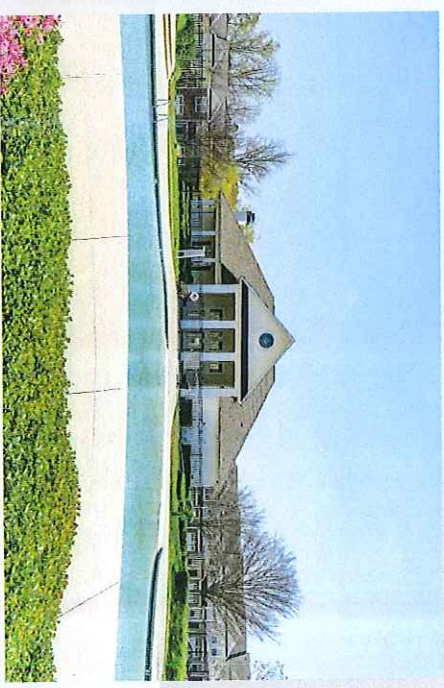
ELEVATION



FLOOR PLAN (1 FLOOR AND 2 FLOOR)

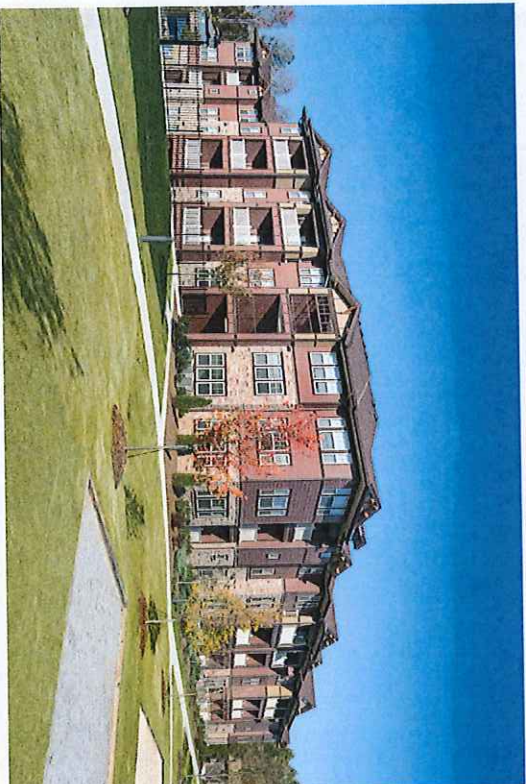


FINISHED COMMUNITY



COMPARABLE

SOLSTICE (864 SQ. FT. PER UNIT)



VIRLYN B SMITH



South Fulton, LLC
270 North Jeff Davis Drive
Fayetteville, GA 30214

August 10, 2018

Ms. Tarika Peek
Senior Planner/Zoning Administrator
26 West Campbelltown St.
Fairburn, GA 30213

Re: City of Fairburn
Rezoning Application
Tax Parcel ID # 09F090300500325
09F090400511180
09F180300681066
09F090300500333

R2 – Single Family Residential rezoned to R-CT – Condo/Townhomes
232 Single-Family Attached Dwellings
86 Single-Family Detached Lots

Dear Ms. Peek,

Thank you for your assistance and input while working through this project. We found input from you and Mr. Thompson to be informative and helpful.

The subject 75.9-acre property is located in Land Lot 50, 51, 68, and 69 of the 9th District in the City of Fairburn.

South Fulton, LLC desires to rezone the subject property from R2 (Medium Density single-family) to R-CT (Medium Density Residential-Condo/Townhouse Development) for the purpose of two hundred thirty two (232) single-family attached townhome units and eighty six (86) single family detached lots in accordance with section 80-79 of the City Code of Ordinances.

The R-CT district is intended to promote cluster type residential development that is consistent with medium density, single-family residential districts. The minimum floor area per dwelling unit is 1,200 square feet of heated space and a one car garage.

The plan as originally submitted consisted of 3 pods. This plan was further updated eliminating the 2-acre commercial POD C shown on the plat in favor of providing more open space. POD A consisted of approximately 31 acres and 154 units and POD B consisted of approximately 42 acres and 160 units with a minimum of 20% open space. Thus, the revised plan reduced the number of townhomes by eighty-two (82) and replaced with eighty six (86) single family detached lots. Further the revised plan includes an additional parking lot for the townhome residences.

The façade of each building will be constructed of a minimum of 25% brick or stone with the remainder of all siding being cement fiber. The town homes will be either two or three – story buildings, built according to market demands. The market will also determine whether the garages are single bay or double bay. In POD A, the garages that provide parking for the units will be a combination of front access from the internal road network and rear access via an alley as dictated by the slope of the land.

The development will provide sidewalks along both sides of the street, sodded front yards, pedestrian scale street lighting and one canopy tree for each 50 foot of street frontage. All roads in the town home section will be private and maintained by the homeowner's association, the single family roads will be public. Note that the revised plan also includes emergency and pedestrian access through Brooks Street on the southside of Pod A.

I look forward to your continued thoughts and comments on this project. Thank you for your help and consideration with this rezoning request.

Regards,

Richard Ferry
South Fulton, LLC

ROSENZWEIG, JONES, HORNE & GRIFFIS, P.C.

ATTORNEYS AT LAW

32 South Court Square

PO Box 220

NEWNAN, GEORGIA 30264

www.newnanlaw.com

MELISSA D. GRIFFIS (GA, AL)

TELEPHONE (770) 253-3282

FAX (770) 251-7262

E-mail: melissa@newnanlaw.com

August 27, 2018

The City of Fairburn
Keisha McCullough, City Clerk
56 SW Malone Street
Fairburn, GA 30213-1341

RE: Application to Amend the Zoning Map of R-2 to R-CT
Approximately 75.9± Acres located on Virlyn B. Smith Road, Fairburn
City of Fairburn Case Number: 18RZ-005

Dear Ladies and Gentlemen:

In the near future you will be considering the above application to amend the zoning map of approximately 75.9± Acres located at on Virlyn B. Smith Road in Fairburn, Georgia. We look forward to the opportunity to bring this request to your attention and do anticipate your full support in this endeavor. Among the facts supporting the request are the following:


- The proposal would not adversely affect the existing use or usability of adjacent or nearby property.
- The proposal will not result in a use which will or would cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.
- The proposal will facilitate the principles of smart development so highly valued by the City of Fairburn.

Although we anticipate approval of this request, as required under Georgia law we must formally notify you that a denial of the requested amendment would deny and deprive the applicants and property owners of their constitutional rights, because any such denial would be arbitrary, capricious, unreasonable, unrelated to any public purpose and the denial of equal protection rights.

The City of Fairburn
August 27, 2018
Page Two

Should you have any questions or desire to discuss this matter, please feel free to contact me, at your convenience.

Yours Truly,



Handwritten signature of Melissa D. Griffis in cursive script.

Melissa D. Griffis

MDG/kf

c: Ms. Elizabeth Carr-Hurst, Mayor
Mr. James Whitmore, Mayor Pro Tem
Ms. Linda J. Davis, Councilwoman
Mr. Alex Heath, Councilman
Ms. Pat Pallend, Councilwoman
Ms. Hattie Portis-Jones, Councilwoman
Mr. Ulysses Smallwood, Councilman

Re: REZONING ORDINANCE 18RZ-005
Property of Virlyn OSCP, LLC
0 Virlyn B. Smith Road
09F090300500325, 09F090400511180,
09F180300681066 & 09F090300500333
75.9 acres; Land Lot 50, 51, 68 and 69
District 9F,
Fairburn, Fulton County, Georgia

**STATE OF GEORGIA
COUNTY OF FULTON**

AN ORDINANCE TO REZONE CERTAIN PROPERTY WITHIN THE CITY LIMITS OF THE CITY OF FAIRBURN FROM R-2 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO RC-T (RESIDENTIAL CONDOMINIUM/TOWNHOUSE DISTRICT); TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FAIRBURN, GEORGIA, AND IT IS HEREBY ORDAINED BY AUTHORITY OF THE SAME:

Section 1. That the City of Fairburn Zoning Ordinance be amended, and the official maps established in connection therewith be changed so that the property located in the City of Fairburn as indicated on Exhibit "A" to this Ordinance be changed from R-2 (Single Family Residential District) to RC-T (Residential Condominium/Townhouse) with the following conditions:

- A. To the owner's agreement to restrict the use of the subject property as follows:
 - 1. Townhouse and Single-Family Residential units at density:
 - a. POD A- Townhouses at no greater than 7.3 units per acre or 232 units, whichever is less; and
 - b. POD B – Single-Family at no greater than 2.0 units per acre or 86 units, whichever is less:
 - 2. The minimum heated floor area for each unit shall be a minimum of 1,200 square feet.
- B. To the owner's agreement to abide by the following:
 - 1. The property shall be developed in substantial conformity with the Zoning Site Plan prepared by Moore Bass Consulting and submitted with the original rezoning

application stamped received July 2, 2018, and attached as Exhibit B. Any determination as to "substantial conformity" shall be made by City staff.

2. Property maintenance shall be accomplished through a condominium or townhouse association in which membership shall be mandatory. Such maintenance shall encompass all individual lots and all common areas that are not contained within the boundaries of individual lots. Such association by-laws shall be subject to approval by the City Administrator and shall be recorded with covenants that shall be subject to approval by the City Administrator.

C. To the owner's agreement to the following site development considerations:

1. Full amenity package including recreation area, swimming pool and club house.
2. Exterior materials of the front façade shall be a minimum of twenty-five percent (25%) brick or stone. Vinyl siding, aluminum, stucco (EIFS) and veneers shall be prohibited.
3. Two car garages shall be provided for 20% of the townhouse units and the remaining 80% of townhouses shall have one car garages. Garages shall be a combination of front and rear alley access.
4. A minimum of 20 percent of the total lot area shall be reserved for open space. Detention facilities shall not be included in the open space calculation.
5. Sidewalks on all street frontages shall be a minimum of five-feet and shall be constructed to comply with the requirements of the Americans with Disabilities Act (ADA) standards and City of Fairburn development standards. Five-feet sidewalks shall be provided along both sides of internal streets throughout the development and shall be designed to provide inter-connectivity to amenities areas.
6. Pedestrian-scale street lighting shall be provided along both sides of internal streets throughout the development.
7. All utilities shall be installed underground throughout the project area.
8. Turning lanes shall be required to meet projected traffic demand and/or safe operations, as determined by the City Engineer. When provided, turning lanes shall meet the following criteria:
 - a. Provide not less than 150 feet of storage length for arterial roadways. Provide not less than 100 feet of storage length for collector roadways.
 - b. Provide taper lengths of not less than 100 feet.
 - c. Longer storage and taper lengths may be required when traffic projections indicate they are justified.

9. Commercial driveways/concrete aprons shall be required at entrances to delineate public from private. Commercial drives need to extend a minimum of 12 feet from the edge of pavement or to the right-of-way.

10. A maximum number of 125 residential units shall be allowed per street outlet to a public street.

11. The Developer shall construct roadway improvements (pavement, signing, striping, curb and gutter and drainage) along the existing road across the entire property frontage at no cost to the City.

12. The Developer shall install a canopy or understory tree in the front yard of each single-family lot. Both front and rear yards shall be sodded.

Section 2. That the property shall be developed in compliance with the conditions of approval as stated in this Ordinance. Any conditions hereby approved do not authorize the violation of any district regulations; and

Section 3. That the official maps referred to, on file in the Office of the City Clerk, be changed to conform with the terms of this Ordinance; and

Section 4. In the event any section, subsection, sentence, clause, or phrase of this Ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the previously existing provisions of the other sections, subsections, sentences, clauses or phrases of this Ordinance, which shall remain in full force and effect as if the section, subsection, sentence, clause or phrase so declared or adjudicated invalid or unconstitutional were not originally a part thereof. The City Council declares that it would have passed the remaining parts of this Ordinance or retained the previously existing Ordinance if it had known that such part of parts hereof would be declared or adjudicated invalid or unconstitutional.

Section 5. Pursuant to the requirements of the Zoning Procedures Act and the City Zoning Ordinance, a properly advertised public hearing was held not less than 15 nor more than 45 days from the date of publication of notice, and which public hearing was held on the 24th day of September, 2018; and

Section 6. This Ordinance shall become effective on the 24th day of September, 2018.

Section 7. All Ordinances and parts of Ordinances in conflict with this Ordinance are repealed.

APPROVED this 24th day of September, by the Mayor and Council of the City of Fairburn, Georgia.

Elizabeth Carr-Hurst, Mayor

ATTEST:

Keshia McCullough, City Clerk

APPROVED AS TO FORM:

William R. (Randy) Turner, City Attorney



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: 2018 Millage Rate

() AGREEMENT () POLICY / DISCUSSION () CONTRACT
() ORDINANCE () RESOLUTION (X) OTHER

Submitted: 9/14/18

Work Session: 9/24/18

Council Meeting: 9/24/18

DEPARTMENT: Finance Department

BUDGET IMPACT: To Set the Millage Rate for the Upcoming October 1, 2018 – September 30, 2019 Fiscal Year.

PUBLIC HEARING? () Yes (X) No

PURPOSE: Discussion of the 2018 Millage Rate for the City of Fairburn

HISTORY: The City of Fairburn's Finance Department will announce the 2018 millage rate for Fairburn City Council's adoption at the City Council Meeting on September 24, 2018 at 7:00 pm. Please see supporting documentation for the Estimated Current Year's Tax digest and levy for the past five (5) years.

RECOMMENDED ACTION: Approval of Millage Rate


Elizabeth Carr-Hurst, Mayor

City of Fairburn, Georgia
Proposed Millage Rate
for Fiscal Year Ending
September 30, 2019



CITY OF FAIRBURN

NOTICE OF FIVE YEAR HISTORY

The Mayor and Council of the City of Fairburn will announce and adopt the millage rate which will be set at the regular Council Meeting on Monday, September 24, 2018 at 7:00 p.m. at City Hall, 56 Malone Street, S.W. Fairburn, Georgia and pursuant to the requirements of O.C.G.A. Section 48-5-32 does hereby publish the following presentation of the Estimated Current Year's Tax digest and levy for the past five (5) years.

All citizens of Fairburn are invited to attend.

CURRENT 2018 TAX DIGEST AND FIVE YEAR LEVY

	2013	2014	2015	2016	2017	2018
Real & Personal	608,641,556	683,177,684	722,556,624	739,095,562	898,012,705	1,254,193,691
Motor Vehicle	34,266,480	28,954,700	20,330,290	15,641,550	11,456,910	8,421,280
Mobile Homes	3,920	3,920	3,920	3,920	3,920	3,920
Timber 100%	-	-	-	-	-	-
Heavy Duty Equipment	-	38,888	-	110,000	453,536	-
Gross Tax Digest	642,911,956	712,175,192	742,890,834	754,851,032	909,927,071	1,262,618,891
Exemptions - M & O	139,425,366	184,248,320	229,595,582	217,409,289	327,212,780	549,214,180
Net Tax Digest	503,486,590	527,926,872	513,295,252	537,441,743	582,714,291	713,404,711
Gross Millage	18.370	17.900	17.760	18.050	17.666	16.696
Less Roll Back	10.270	9.800	9.660	9.950	9.566	8.596
Net Millage	8.100	8.100	8.100	8.100	8.100	8.100
Net Tax Levy 100%	4,078,241	4,276,208	4,157,692	4,353,278	4,719,986	5,778,578
Net Increase/(Decrease)	(74,483)	197,966	(118,516)	195,587	366,708	1,058,592
Net Levy %	1.79%	4.85%	-2.77%	4.70%	8.42%	22.43%



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: Betty Hannah Monument

() AGREEMENT (X) POLICY / DISCUSSION () CONTRACT
() ORDINANCE () RESOLUTION (X) OTHER

Submitted: 9/14/18

Work Session: 9/24/18

Council Meeting: 9/24/18

DEPARTMENT: Office of the Mayor

BUDGET IMPACT:

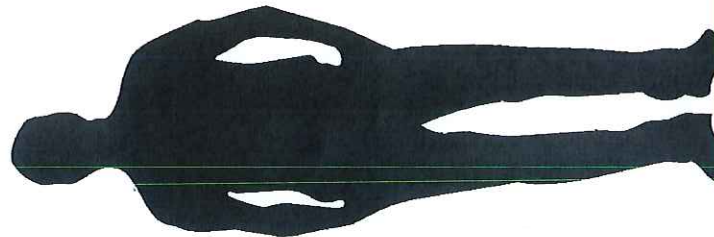
PUBLIC HEARING? () Yes (X) No

PURPOSE: Discussion of the Betty Hannah monument at Georgia Military College

RECOMMENDED ACTION: Discussion

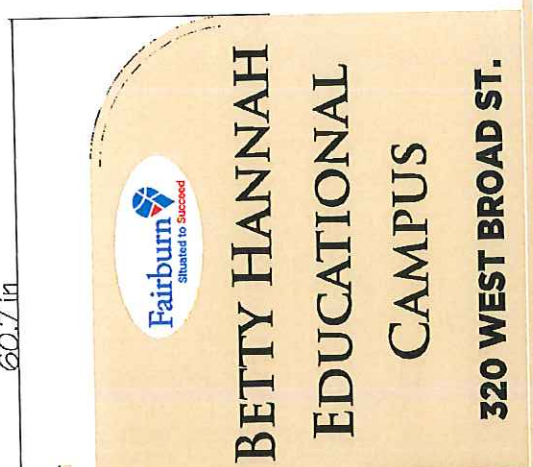
A handwritten signature in blue ink that reads "Elizabeth Carr-Hurst". The signature is written in a cursive style and is positioned above a horizontal line.

Elizabeth Carr-Hurst, Mayor



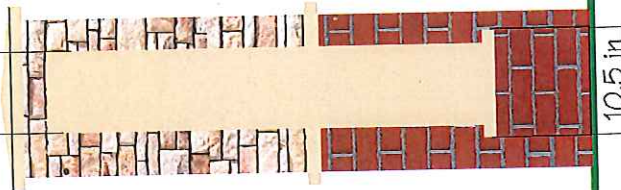
15.4 in

60.7 in



59.1 in

8 in
SIDE VIEW



10.5 in

DOUBLE SIDED MONUMENT SIGN.
SYNTHETIC FOAM TO MATCH CITY LIMIT SIGNS.
RAISED APPLIED LETTERING AND PANEL.
INSTALLED ON CONCRETE FOOTER.
8" X 24" BRONZE ENGRAVES PLAQUE.

Client: HARVEY STOKES
Location: CITY OF FAIRBURN
Project: MARIO AVERY PARK
Drawn by: JACOB WOLFE
Dwg Type: PROOF 1
Date: 6-8-17
File:

I HAVE REVIEWED THE ABOVE SPECIFICATIONS & HEREBY FULLY UNDERSTAND CONTENT OF PRODUCT TO BE FABRICATED AND APPROVE THIS PROJECT TO BE FABRICATED
AS SHOWN WITH REVISIONS AS SHOWN
By: _____
Date: _____

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A sign GROUP INC
770-486-1806 FAX: 678-364-6690

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CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: SMART COVER RENEWAL

(X) AGREEMENT () POLICY / DISCUSSION () CONTRACT
() ORDINANCE () RESOLUTION () OTHER

Submitted: 9/12/2018 Work Session: 9/24/2018 Council Meeting: 9/24/2018

DEPARTMENT: Utilities

BUDGET IMPACT: \$9,990.00 from account 505-0000-52-1300

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to approve the three year renewal of a Service Agreement with SmartCover Systems, Inc. in the amount of \$9,900 per year to continue providing monitoring services for the SmartCovers installed on the City's sewer lift stations and portable manhole covers.

HISTORY: The SmartCovers were installed in 2016 to help identify and prevent potential sewer overflows from our lift stations and help determine where groundwater is infiltrating the sewer system. Since being installed, there have been no overflows from our lift stations and a number of infiltration sites have been identified and corrected, lowering sewage treatment fees from Fulton County. Infiltration monitoring continues.

FACTS AND ISSUES:

ADMINISTRATORS COMMENTS:

RECOMMENDED ACTION: For City Council to authorize the Mayor to approve the Service Agreement with SmartCover Systems, Inc.


Elizabeth Carr-Hurst, Mayor

SmartCover Systems, Inc.
 2067 Wineridge Pl Suite E
 Escondido, CA 92029
 Phone: 760-291-1980
 Fax: 760-291-1982



Hadronex, Inc. dba SmartCover® Systems™

Remit PO to orders@smartcoversystems.com or
 return this quote signed with PO number.

Renewal Quotation

Bill To:					
City of Fairburn Tom Ridgway PO Box 145 Fairburn, GA 30213		Date	P.O. No.	Quote Number	
		6/22/2018		2538	
Item	Description	Qty	Rate	Total	
CP-0-3	3 year Proposal for Comprehensive Services Period Covered: 9/1/2018 -8/31/2021 Comprehensive Package - 3 years 10 systems, 1 Rain (FOC): \$999 Total per year: \$9990 Total over 3 years: \$29,970 Savings of \$3336.00 over 3 years. (10%)	3	9,990.00	29,970.00	
ASM-SF1R	Renewal: SmartFLOE™ – ONE Year service. REQUIRED for system to function. Timing options: 5 min measurement, 5 or 10 min recording and 1 hour transmission.	0	595.00	0.00	
PW-5C1R	Renewal: Power Warranty: Annual payment. 12 month protection.	0	199.00	0.00	
EW-SF1R	Renewal: SmartFLOE™ System™ Warranty- ONE Year. Covers all systems parts except PowerPack™- PARTS ONLY.	0	399.00	0.00	
<p>Terms and Conditions:</p> <p>1. Payment due on or before renewal date expiration.</p> <p>2. Late charges: A service charge of 1.5% per month will be added to all balances unpaid 30 days after renewal date. Accounts with past due balances may be subject to service suspension.</p> <p>3. Quote Validity: This proposal will expire on your renewal date expiration.</p>					

We appreciate your business!

Sales Tax (0.0%)

Total

Signature for Approval

SmartCover Systems, Inc.
 2067 Wineridge Pl Suite E
 Escondido, CA 92029
 Phone: 760-291-1980
 Fax: 760-291-1982



Hadronex, Inc. dba SmartCover® Systems™

Remit PO to orders@smartcoversystems.com or
 return this quote signed with PO number.

Renewal Quotation

Bill To:				
City of Fairburn Tom Ridgway PO Box 145 Fairburn, GA 30213		Date	P.O. No.	Quote Number
		6/22/2018		2538

Item	Description	Qty	Rate	Total
	3148 LR MHA-036 3149 White Mill 11 3150 Whites Mill SC 3151 LR 0.1 3243 LR 3244 White Mill 4.1			
ASM-SC1R	Period Covered: 9/1/2018 -8/31/2021 Renewal: SmartLevel™ – ONE Year service. REQUIRED for system to function. Timing options: 5 min measurement, 5 or 10 min recording and 1 hour transmission.	0	364.00	0.00
PW-5C1R	Renewal: Power Warranty: Annual payment. 12 month protection.	0	199.00	0.00
EW-SC1R	Renewal: SmartLevel® System™ Warranty- ONE Year. Covers all systems parts except PowerPack™- PARTS ONLY. 3146 Harbor Lakes Lift Station 3147 Johns River Lift Station 3241 Shaw Drive 3242 Fireside	0	399.00	0.00
	Period Covered: 9/1/2018 -8/31/2020 (24 Months)			

Terms and Conditions:
 1. Payment due on or before renewal date expiration.
 2. Late charges: A service charge of 1.5% per month will be added to all balances unpaid 30 days after renewal date. Accounts with past due balances may be subject to service suspension.
 3. Quote Validity: This proposal will expire on your renewal date expiration.

We appreciate your business!

Sales Tax (0.0%)

Total

Signature for Approval

SmartCover Systems, Inc.
2067 Wineridge Pl Suite E
Escondido, CA 92029
Phone: 760-291-1980
Fax: 760-291-1982



Hadronex, Inc. dba SmartCover® Systems™

Remit PO to orders@smartcoversystems.com or
return this quote signed with PO number.

Renewal Quotation

Bill To:					
City of Fairburn Tom Ridgway PO Box 145 Fairburn, GA 30213		Date 6/22/2018		P.O. No.	Quote Number 2538
Item	Description	Qty	Rate	Total	
ASM-RD-1R	Renewal: SmartRain™ - Rain data service. Provides continued rain data for ONE site for ONE year. 3240 Whites Mill SC RainData	0	96.00	0.00	
Terms and Conditions: 1. Payment due on or before renewal date expiration. 2. Late charges: A service charge of 1.5% per month will be added to all balances unpaid 30 days after renewal date. Accounts with past due balances may be subject to service suspension. 3. Quote Validity: This proposal will expire on your renewal date expiration.					

We appreciate your business!

Signature for Approval _____

Sales Tax (0.0%)

Total \$29,970.00



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: WHITE BIRD WAY SEWER REPLACEMENT

(X) AGREEMENT () POLICY / DISCUSSION () CONTRACT
() ORDINANCE () RESOLUTION () OTHER

Submitted: 9/12/2018

Work Session: 9/24/2018

Council Meeting: 9/24/2018

DEPARTMENT: Electric

BUDGET IMPACT: \$160,700 from FY '19 budget, Acct. 505-0000-54-1400

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to accept a proposal from Action Underground Utilities, the lowest cost and most responsive bidder, to replace approximately 1,100 feet of failed clay sewer line on White Bird Way. Cost is \$160,700.

HISTORY: This section of pipe has many cracks, voids and misaligned pipe, and most of the sewer laterals are clogged with roots.

FACTS AND ISSUES: An RFP was issued for this project and proposals were received from four vendors. Project cost ranged from a low of \$160,700 to a high of \$440,000. Bids were evaluated by Tom Ridgway, Harvey Stokes, John Caldwell and T.J. Davis.

ADMINISTRATOR'S COMMENTS:

RECOMMENDED ACTION: For City Council to authorize the Mayor to accept and approve the proposal from Action Underground Utilities in the amount of \$160,700.


Elizabeth Carr-Hurst, Mayor

Action Underground Utilities

PO Box 67 Senoia, GA 30276

678-776-8687

actionunderground@yahoo.com

Sewer Replacement – White Bird Way City of Fairburn, GA RFP #18-008

Thank you for the opportunity to bid this job.

We are a small hardworking, knowledgeable and dedicated company. We strive to please our customers by providing solid work with great customer service. We install and have a vast comprehension of most underground pipe installation, including but not limited to water, sewer, storm drain, fire lines and retention systems. We have worked extensively with municipalities to replace or repair many water and sewer projects.

We will begin the project an estimated 30 days from being awarded this job. We believe the duration of this project should take 45 days.

Incorporated 1/7/2010

Utility Manager License No.UM102228

Utility Contractor License No.UC302099

Referances :

David Kelly 770-271-9314
Strategic Land Services
4275 McBrayer Road
Oakwood, GA 30566

Gary Nicely 678-776-8717
Gwinnett County Water & Sewer
684 Winder Hwy.
Lawrenceville, GA 30045

Lonnie Ferguson 770-306-6855
City of Union City
5047 Union Street
Union City, GA 30291

Action Underground Utilities

PO Box 67 Senoia, GA 30276 678-776-8687

Sewer Replacement – White Bird Way City of Fairburn, GA RFP #18-008

Company Resumes of Key Personnel

Marvin J Swett is *President* of Action Underground Utilities. Marvin has 28 years' experience in the construction industry. He has vast knowledge of water, storm and sewer installation. For 19 of his 28 years, Marvin worked for Bray Pipeline, eventually becoming part owner in the business. In January 2010, Marvin along with his wife Bonnie started Action Underground Utilities. Marvin has a vast comprehension of all aspects of underground utilities including: waterline improvements, underground retention systems, site work, commercial utilities, residential utilities, force mains, lift stations, and municipal pipelines. Marvin has a working knowledge of underground utility management to include: estimating, project management, safety management, material specifications, and material storage and billing procedures. Marvin has proven a leader in job ethics, safety, efficiency and time management. Marvin supervises our two hardworking employees.

Bonnie J Swett has over 17 years working knowledge in the construction industry. As *Vice President* of Action Underground Utilities, Bonnie oversees financial management, human resources and all accounting aspects of the business. Bonnie's duties include procurement of jobs through the bidding process, contract executions and billing.

Action Underground Utilities

PO Box 67 Senoia, GA 30276 678-776-8687

Sewer Replacement - White Bird Way City of Fairburn, GA RFP #18-008

Equipment List

<u>Equipment</u>	<u>Condition</u>
Komatsu PC78 MR6	Good
Komatsu PC35 MR1	Good
Komatsu SK1020-SN	Good
Caterpillar 420D IT	Good
Wacker RT820	Good
Transmate Tap Machine	Good
Bradco Forks M#16870	Good
Bradco Trencher M#600	Good
Bradco Bushhog M# 17880	Good
Honda Generator	Good
Ingersol Rand Air Compressor 185	Good

Vehicles

2002 Ford F-450	Good
2006 Chevrolet 2500	Good
2003 Butler Trailer	Good



ACTIUND-01

RJULIAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/02/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Founders Insurance Group
8358 Main Street
Woodstock, GA 30188

CONTACT NAME: Rhonda Julian

PHONE (A/C, No, Ext): (770) 592-3132

FAX (A/C, No): (770) 592-9190

E-MAIL ADDRESS: rjulian@foundersins.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Frankenmuth Mutual Ins Company

13986

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Action Underground Utilities
PO Box 67
Senola, GA 30276

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			CPP6308778	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA 6308778	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CPP6308778	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 6308778	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Leased/Rented			CPP6308778	01/01/2018	01/01/2019	Limit \$ 200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Sewer Replacement White Bird Way City of Fairburn GA RFP# 18-008

CERTIFICATE HOLDER

City of Fairburn
PO Box 145
Fairburn, GA 30213

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Action Underground

PO Box 67 Senoia, GA 30276
Cell 678*776*8687 Fax 770*599*0334

Estimate

City Of Fairburn
Sewer Replacement -
White Bird Way
City of Fairburn, GA
RFP #18-008

Estimate #	Date
218- 1078	8/10/2018
Project	
Sewer Replacement - White Bld Way	

Qty	Unit	Description	Rate	Total
1,100	LFt	Sewer Replacement - White Bird Way		
22	ea	City of Fairburn, GA		
22	ea	RFP #18-008		
559	LFt	8" SDR 26 Pipe		
	LS	8 x 6 Tees		
	LS	Clean Outs		
	LS	6" SDR 26 Pipe		
	LS	Saw Cut		
	LS	Bypass Pumping		
	LS	Haul Off Asphalt		
	LS	Traffic Control		
270	Tons	Crush N'Run		
270	Tons	Bedding Stone		
2	ea	New Man Holes		
	LS	Concrete		
		Total	160,700.00	160,700.00
		Cost information, segmented by:		
		Labor 30%		
		Equipment 40%		
		Materials 30%		
		Trench Rock Extra		
Thank You For Your Consideration!			Total	\$160,700.00

Proposed Contract Agreement

This contract agreement is made and entered into this _____ day of _____, 2018 by and between City of Fairburn and Action Underground Utilities whose address is set forth below for the work to be performed at:

Sewer Replacement – White Bird Way City of Fairburn, GA RFP #18-008

In the sum agreed upon by both parties. That sum being:

\$_____.

City of Fairburn
Fairburn Utilities
106 Howell Avenue
Fairburn, GA 30213

Signature _____
Print Name _____

Contractor:
Action Underground Utilities
PO Box 67
Senoia, GA 30276

Signature _____
Print Name _____

1. SCOPE OF WORK. Replace approximately 1,100 feet of eight-inch clay sewer pipe with PVC SDR 26 pipe and tie in the existing sewer laterals ow White Bird Lane in the Tall Deer subdivision.
Materials are to be provided by the contractor. Contractor is to provide all necessary tools and equipment normally associated with this type of construction.
2. WORKMANSHIP. Contractor shall perform the work in a thorough, efficient, and professional manner, promptly and with due diligence and care, and in accordance with the best practices of the profession, utilizing qualified personal, equipment, and materials.
3. COMMENCEMENT/COMPLETION. Contractor shall, unless otherwise advises in writing by the City of Fairburn, will commence its work on the job as agreed and complete the work within an agreed period of time.
4. INSURANCE. The contractor, at its own expense, shall obtain and maintain in full force and effect, without interruption during the term of the agreement, the following minimum levels of insurance.
5. EXECUTED TASK ORDERS. To be executed as needed between City of Fairburn and Contractor.
6. SEE ATTACHED REQUIREMENTS.
COPY OF RFP DATED JULY 5, 2018.
COPY OF ADDENDUM DATED JULY 25, 2018.
COPY OF EMAIL FROM TOM RIDGEWAY ANSWERING CONTRACROR QUESTION
DATED AUG. 6, 2018.



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: TOF FOR PHASE 1 MS4 INSPECTIONS

(☒) AGREEMENT () POLICY / DISCUSSION () CONTRACT
() ORDINANCE () RESOLUTION () OTHER

Submitted: 3/16/17

Work Session: 3/27/17

Council Meeting: 3/27/17

DEPARTMENT: Stormwater

BUDGET IMPACT: \$17,200 from FY '19 budget, Acct. # 506-0000-52-1300

PUBLIC HEARING? () Yes (☒) No

PURPOSE: For Mayor and Council to approve a Task Order with Integrated Science and Engineering in the amount of \$17,200 to conduct Phase 1 MS4 inspections of storm drain structures in the Deep Creek watershed, inspect 20% of industrial facilities, document conditions and produce the required reports for EPD.

HISTORY: 20% of industrial sites must be inspected annually as a condition of the City's NPDES Phase I MS4 Stormwater permit. The report is due to EPD by June 15, 2019.

FACTS AND ISSUES: The City does not have qualified staff to perform these functions. ISE has performed this service for us in the past.

ADMINISTRATORS COMMENTS:

RECOMMENDED ACTION: For City Council to authorize the Mayor to approve the Task Order for Phase 1 MS4 monitoring in the amount of \$17,200.


Elizabeth Carr-Hurst, Mayor



INTEGRATED
Science &
Engineering

Atlanta / Savannah / Mobile

Task Order Form

1039 Sullivan Road, Suite 200, Newnan, GA 30265
(p) 678.552.2106 (f) 678.552.2107

To: Tom Ridgway, Utility Director
Company: City of Fairburn
Address: 56 Malone Street
Fairburn, Georgia

Date: July 13, 2018
From: Jason Ray, GISP
Copy to: John Caldwell, P.E.

Project: 2018-2019 NPDES Phase I Compliance Activities

TOF #: 131

BACKGROUND

Integrated Science & Engineering, Inc. (ISE) has prepared this Task Order Form (TOF) in accordance with the terms and conditions in our Master Services Agreement dated August 14, 2017. This TOF has been prepared to assist the City of Fairburn (City) with City's annual NPDES Phase I compliance efforts.

SCOPE OF SERVICES

Task 1 – Phase I MS4 Inspections

Based on the City's approved Stormwater Management Plan referenced in the National Pollutant Discharge Elimination System (NPDES) Phase I MS4 permit, the City is required to inspect all catch basins, storm pipes, and ditches in the 2018-2019 sector. All information will be recorded in a GIS database and then processed in the office to produce the required inspection forms. Please note that all work will be performed digitally and no hard copies are proposed as part of this effort. The data will be produced in a PDF format document and provided to the City for inclusion in the City's annual report due on June 15, 2019.

Deliverables

- GIS geodatabase of structures and inspection data
- PDF map illustrating the inspections performed
- PDF document inspection forms for each structure inspected

Task 2 – Phase I Annual Report

ISE will work with City staff to collect information on programs implemented during the 2018 – 2019 reporting period. ISE will then develop the Annual report for submittal to the EPD. The Annual Report will be submitted to the EPD by the due date of June 15, 2019. EPD comments on the Annual Report will be addressed hourly.

Deliverables

- 1 Copy of Annual Report Delivered to the Georgia Environmental Protection Division
- 1 Copy of Annual Report Delivered to the City of Fairburn

Task Order Form

SCHEDULE

Task 1 will be completed by April 30th, 2019. Task 2 will be completed and submitted to EPD no later than June 15th, 2019.

FEE ESTIMATE

Task	Contract Amount
Task 1 – Phase I MS4 Inspections	\$11,000 (Lump Sum)
Task 2 – Phase I Annual Report	\$4,900 (Lump Sum)
Task 2.1 – EPD Comments	\$1,300 (Hourly, NTE)
Total Contract Amount	\$17,200

AUTHORIZATION

The Scope of Services outlined herein will be performed in accordance with ISE's Master Services Agreement with ___City of Fairburn___ dated August 14, 2017. As our authorization, please sign in the space provided below.

City of Fairburn

Signature: _____

Name: _____

Title: _____

Date: _____

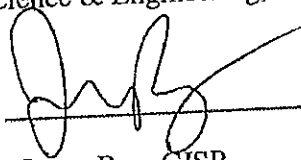
Integrated Science & Engineering, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____



Jason Ray, GISP

Project Manager

July 13, 2018



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: CINGULAR POLE ATTACHMENT AGREEMENT
(X) AGREEMENT () POLICY / DISCUSSION () CONTRACT
() ORDINANCE () RESOLUTION () OTHER

Submitted: 8/22/2018

Work Session: 9/24/2018

Council Meeting: 9/24/2018

DEPARTMENT: Electric

BUDGET IMPACT: Will produce revenue from attachment fees, amount to be determined by number of attachments, which is unknown at this time

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to approve a Pole Attachment Agreement with New Cingular Wireless PCS, LLC.

HISTORY: This is a statewide agreement similar to those currently in place with Comcast, Charter Communications and Mediacom for the attachment of cable and/or aerial fiber to city owned poles.

FACTS AND ISSUES: The state legislature requested that ECG develop a statewide agreement to assure consistency among the municipal electric systems. These agreements dictate where and how those attachments can be made, how they must be maintained, and provide Fairburn a rental fee for the space used for third party attachments on each pole.

OPTIONS:

ADMINISTRATOR'S COMMENTS:

RECOMMENDED ACTION: For City Council to authorize the Mayor to approve the Pole Attachment Agreement with New Cingular Wireless PCS, LLC.


Elizabeth Carr-Hurst, Mayor

**POLE ATTACHMENT LICENSE AGREEMENT
FOR DISTRIBUTION POLES**

BETWEEN

AND

NEW CINGULAR WIRELESS PCS, LLC

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POLE ATTACHMENT LICENSE AGREEMENT FOR DISTRIBUTION POLES

PREAMBLE

THIS AGREEMENT ("Agreement"), effective as of this 1st day of September, 2018 ("Effective Date"), by and between the undersigned municipal corporation of the State of Georgia (the "Licensor"), and New Cingular Wireless PCS, LLC, a limited liability company organized under the laws of the State of Delaware (the "Licensee"), referred to collectively as "Parties," and individually as "Party";

WHEREAS, the Licensor and Licensee desire to enter into a pole attachment license agreement for the use of Licensor's poles, erected or to be erected within the area in which both Parties render service in the State of Georgia, to be consistent with the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and other consideration set forth herein the adequacy of which is acknowledged, the Parties hereto for themselves, their successors and assigns do hereby agree to the following terms and conditions:

ARTICLE 1 – SCOPE OF AGREEMENT

A. This Agreement will be in effect in the area in which both of the Parties render service in the State of Georgia, and will cover all distribution poles now existing or hereafter erected in the above territory when said poles are brought under this Agreement in accordance with the procedure hereinafter provided.

B. Licensor reserves the right for good cause to exclude from use any of its facilities for objective reasons of safety, reliability, capacity, and generally applicable engineering standards.

ARTICLE 2 – EXPLANATION OF TERMS

A. For the purpose of this Agreement, the following terms will have the following meanings:

"Above the Communications Space" means the space above the Communications Space, as defined below, but not limited to the Power Space and space above the Power Space.

"Actual Costs" means all costs, including, but not limited to, the costs of materials, labor, engineering, supervision, overheads, transportation and contractor fees, when used in lieu of Licensor labor. Licensor Actual Costs will be verifiably comparable to the cost Licensor pays for similar work to its own facilities.

"Affiliate" means any entity that controls, is controlled by, or is under common control with Licensee.

"Application" means the process described in Article 4 hereof used by the Licensee to receive Licensor's permission to install initial facilities, to modify existing facilities, or to add additional facilities outside the Licensee's allocated twelve inches (12") of space on Licensor's poles, as provided herein. The form used for the Application process is identified as Exhibit 1 and is included as a part of this Agreement.

"Attachment" means any wire, line, antenna, radios, cabinets, apparatus or related equipment attached to a Pole, including, but not limited to, brackets, cables, Service Drops, power supplies, amplifiers, pedestals, bonding wires, Overlashings, guy wires and anchors required to support unbalanced loads. A single Attachment includes the vertical space consisting of a total of twelve inches (12") either above or below, but not both, the bolted Attachment, exclusive of riser or conduit.

"Clearance Space" means the space on the Pole below the point where horizontal wire or horizontal cable equipment may not be installed in accordance with the Specifications. For purposes of this definition, "horizontal" means spanning from Pole to Pole or extending more than three feet (3') from the surface of the Pole.

"Communications Space" means the space on the pole immediately below the Power Space extending to the lower of the existing lowest horizontal cable attachment, as specified by the National Electrical Safety Code, or reserved space, if applicable.

"Contact Person" is defined in Article 20.

"Cost in Place" means the cost of the bare pole, labor to install the pole and associated overheads, including engineering.

"Effective Date" is defined in the Preamble.

"Licensor" is defined in the Preamble.

"Force Majeure Event" is defined in Article 28.

"Inventory" means an Inventory of Licensee's Attachments which will confirm the total number of Licensee's Attachments, a summary of obvious non-conforming Attachments and any pending Licensee Transfers to Licensor poles.

"Interference" for the purposes of this Agreement, may include, but is not limited to, any use on the property or surrounding property that causes electronic or physical obstruction with, or degradation of, the communications signals from the communication facility.

"Joint User" means a person or entity that is currently occupying or reserving space on Licensor's Poles, and has a right to attach to a Pole or anchor owned, controlled, or otherwise operated by Licensor in return for granting Licensor equivalent rights of Attachment or occupancy to poles and/or anchors, which the Joint User owns.

"Licensed Pole" means a pole for which Licensee has a valid and effective permit to locate and maintain an Attachment to the terms of this Agreement.

"Licensee" is defined in the Preamble.

"Licensee Transfer Date" is defined in Article 7.

"Licensor" is defined in the Preamble.

"Make Ready" means all work necessary or appropriate to make space for or otherwise accommodate new, additional or changed Attachments, including, but not limited to, necessary or appropriate Rearrangements, removal and replacement of the pole, Transfers and other work incident thereto.

"Make Ready Costs" means all costs necessary for Licensor, and other existing parties on the applicable Pole, to prepare the Poles for Licensee's new, additional or modified Attachments, including, but not limited to, the costs of materials, labor, engineering, supervision, overheads, and tree trimming costs. Engineering includes design, proper conductor spacing and bonding, calculations to determine proper ground clearances and pole down guy and anchor strength requirements for horizontal and transverse loading, and compliance with all applicable requirements. Also included among Make Ready Costs are the costs of installing or changing out primary Poles, secondary Poles and drop and lift poles, including the cost of installation and/or removal of guys, anchors, stub poles, materials and equipment, temporary construction and all other construction in accordance with the technical requirements and specifications as outlined in this Agreement. Licensor Make Ready Costs will be verifiably comparable to the cost Licensor pays for similar Make Ready Work to its own facilities.

"Make Ready Estimate" means the estimate prepared by Licensor for all Make Ready Work that may be required by Licensor to accommodate Attachment(s) by Licensee.

"Make Ready Work" means all work required by Licensor or others attached to the Pole to accommodate Attachment(s) by Licensee.

"NESC" is defined in Article 3.

"Outside Party" or "Third Party" is defined as persons or entities not party to this Agreement.

"Parties" is defined in the Preamble.

"Pole" or "pole" means a wooden, concrete or steel structure owned, controlled, or otherwise operated by Licensor to support distribution lines and related facilities of Licensor, including drop, lift, and light poles, and streetlight poles which do not support distribution lines and related facilities.

"Power Space" means any space on the pole primarily utilized by Licensor for the distribution of electric power, space between power lines, and includes the space from the top of the pole down to the Communications Space and includes the space above the Communications Space designated by the National Electrical Safety Code as the "communication worker safety zone".

"Rental Fee," "rental fee," "Rental" or "rental" means the annual amount per billable Attachment (as defined herein) that Licensee must pay to Licensor pursuant to Article 13 of this Agreement.

"Rearrangement" means the moving of Licensee Attachments, the Licensor's equipment or a third party's equipment from one position to another on the same Pole.

"Referee" is defined in Article 21.

"Safety Inspection" means an inspection of Licensor poles to identify and remediate non-conforming Attachments (e.g. NESC violations) and other safety conditions on Licensor poles, performed after the Effective Date.

"Service Drop" means a Licensee wire or other facility used to connect to a Licensee's customer's location from a Licensor pole.

"Specifications" is defined in Article 3 hereof.

"Transfer" means the removal of Attachments from one Pole and the placement of such Attachments upon another Pole.

"Unauthorized Attachment" means any affixation of any Licensee Attachment to Licensor Poles, which has not been authorized as required by this Agreement.

"Unauthorized Attachment Fee" means the fee to be paid by Licensee for each Unauthorized Attachment.

B. The following rules of interpretation apply to this Agreement and are by this reference incorporated into this Agreement:

- (1) the word "or" is not exclusive and the words "including" or "include" are not limiting;
- (2) the words "hereby," "herein," "hereof," "hereunder" or other words of similar meaning refer to the entire document in which it is contained;
- (3) a reference to any agreement or other contract includes permitted supplements, amendments and restatements;
- (4) a reference to a law includes any amendment or modification to such law and any rules or regulations promulgated thereunder or any law enacted in substitution or replacement therefore;
- (5) a reference to singular includes plural and vice-versa and each gender includes the other;
- (6) a reference to days, months, or years refers to calendar days, months, and years, unless business days are specified;
- (7) Article and Section headings and table of contents are only for reference and are not to be considered in interpreting this Agreement;

(8) a reference to an Article, Section, Appendix, Exhibit or Schedule which does not specify a particular document is to the relevant Article, Section, Appendix, Exhibit or Schedule of the document containing the reference;

(9) a reference to an Article includes all Sections and subsections contained in such Article, and a reference to a Section or subsection includes all subsections of such Section or subsection;

(10) All terms not otherwise defined herein will have the meaning commonly ascribed thereto in the relevant industry;

(11) "\$" or "dollars" refers to United States dollars; and

(12) The word "will" has the same meaning as "shall."

ARTICLE 3 – SPECIFICATIONS

A. The use of the Poles covered by this Agreement will be in conformity with all applicable provision of the following (the "Specifications"): (1) Section 5 "Joint Use and Clearances" of the Electric Cities of Georgia Inc. Construction Assembly Specifications (a copy of which is attached hereto as Schedule 3 and incorporated herein by this reference) as it applies to Licensee's Attachments, and subsequent revisions thereof, provided Licensor has given Licensee sixty (60) days written notice of such revisions; and (2) requirements of the National Electrical Safety Code (2012) of The Institute of Electrical and Electronics Engineers, Incorporated and subsequent revisions thereof ("NESC"). Where there is a disagreement between Specifications, the applicable NESC Specifications will apply. Modifications of, additions to, or construction practices supplementing wholly or in part the requirements of the Specifications will, when accepted in writing by both Parties hereto, likewise govern the Licensee's use of Poles, and when so accepted will be included within the term "Specifications." Any revision to the Specifications will apply on a prospective basis, except as otherwise required by the NESC or any applicable law. No Application is necessary to correct safety violations or comply with applicable Specifications.

B. Each Party will keep its Attachments in safe condition and in thorough repair. Licensee's Attachments will be identified consistent with the Georgia Overhead Marking Standards as adopted by the Georgia Utilities Coordinating Council. Attachments previously in place on Licensor's Poles will be so identified by Licensee as regular or emergency work occurs or at the next system rebuild opportunity, but not later than five (5) years from the Effective Date of this Agreement. Licensee will be responsible for periodically inspecting its Attachments to ensure they have permanent identification markers. After the fifth year, should Licensor encounter any of Licensee's Attachments without permanent identification markers, Licensor may notify Licensee, provided that Licensor can identify the Attachments as belonging to Licensee. If the markers are not placed within sixty (60) days of such notice, then Licensor may install the necessary markers, and Licensee will reimburse Licensor for the cost of such work.

ARTICLE 4 – ESTABLISHING ATTACHMENTS TO POLES

Before Licensee will make use of Licensor's Poles under this Agreement, or modify existing attachments, it will submit an Application, as required herein. The Application will be sent

either (i) by electronic mail with electronic mail "read" receipt obtained, (ii) hand delivery or (iii) by being deposited in the United States mail with proper postage and properly addressed to the person receiving the Application. When transmittal is by hand or U.S. mail, the Licensee will also send an electronic mail message, return receipt requested, to Licensors as notice that the Application was hand-delivered or sent by the U.S. mail.

A. APPLICATION AND NOTIFICATION PROCEDURE

1. Except in connection with (i) Pole Transfers, (ii) correcting noncompliance, (iii) removals, (iv) modifications subject subsection (2) below, or (v) any other written Licensors requested action of the Licensee, Licensee must submit to Licensors an Application for any Licensee construction on Licensors Poles (including reconstruction of existing Pole lines) that involves the placement of new or additional Attachments.

2. Subsequent to the original installation of Licensee's Attachments, Licensee may make modifications to or replace Licensee's Attachments, or may alter, enhance, and upgrade its Attachments, so long as such modification, replacement, substitution, alteration, enhancement, or upgrade does not increase pole loading beyond the pole loading that was established in the approved Application or involve placement of Attachment outside the area designated in the approved Application, without obtaining prior written consent of Licensors. Any modification that would involve increasing the pole loading or outside the area designated beyond what was established in the approved Application will require Licensee to submit a new Application for such pole.

3. Licensee will submit a completed Application on the form attached hereto and identified as Appendix A, and all supporting data in accordance with said Application, or such other form as may be mutually agreed upon, specifying fully, to the extent applicable, the information shown on Appendix A.

Application Fee – Licensee will be charged in the amount of fifty dollars (\$50) for each Pole submitted under this Agreement. Licensors will keep a cumulative annual total of Application Fees and invoice Licensee for such Application Fees annually, along with the annual Rental Fees. The invoice provided for herein will be paid by the Licensee simultaneously with its payment of the annual Rental Fees. Failure to include all pertinent information relating to the Application set forth in Appendix A will result, at the Licensors's option, in the returning of the Application to Licensee unapproved or holding the Application until the required documentation is received. Licensors will make timely and reasonable efforts to contact Licensee should its Application be incomplete.

Inspection Fee – Except for any work required by Licensors, including, but not limited to, Transfers and rearrangements done at the request of Licensors or a third party, road improvement projects, and the installation of new Poles where none currently exist, Licensee will reimburse Licensors for the Actual Costs incurred by Licensors in performing necessary field inspections and preparation of an estimate of the Make Ready Costs of each Pole covered in the Appendix A. The Licensors will provide, as a deliverable for the above inspection fees, a Pole inspection report with appropriate data as the Parties may agree upon. Licensee will reimburse Licensors for such costs within sixty (60) days of receipt of the invoice from Licensors.

Timeframes:

- (a) Licensor will approve, approve with conditions (e.g., if Make Ready is required), or deny Licensee's Application within sixty (60) days after the receipt of a completed Application, provided that, all attachments at all locations of the Application are substantially similar.

If Licensee's Application is approved or if Licensee's Application is not rejected within the applicable period specified above, the Application will be considered approved and the Licensee will have the right to place Attachments on such Pole(s) as provided in this Agreement. If Licensee's Application is conditionally approved, Licensor will include a Make Ready Estimate with its response. If the Licensor rejects the Application in whole or in part, the Licensor will specify the reason(s). The Application will be rejected only for good cause, as provided for in Article 1.

4. The Make Ready Estimate will offer sufficient detail so that Licensee can readily identify the components of the proposed Make Ready Work and will reflect costs that are verifiably comparable with Licensor Actual Costs. If necessary, the Licensee will request clarification on the Make Ready Cost before requesting the Licensor to commence Make Ready Work. The Licensor's total charges will be consistent with Article 8 herein (will not exceed 120% of the estimate), unless such additional costs are caused by changes in Licensee's plans from the original permit. Licensee will provide written acceptance of the Make Ready Estimate within fourteen (14) days of receipt. If written response, is not provided within fourteen (14) days, the Application will be considered denied.

5. Licensor will complete Make Ready Work on Applications within sixty (60) calendar days of receipt of Licensee's written acceptance of the Make Ready Estimate for such Make Ready Work. Licensee may request expedited handling of Licensor's work, and Licensee will be responsible for the additional Actual Costs incurred by Licensor for such expedited processing. Licensee is responsible for coordination of all other Licensees or Joint Users to similarly expedite the completion of all Make Ready Work. Licensee will make payment for Licensor's Make Ready Work within sixty (60) days of the written acceptance.

6. Any work undertaken on or in furtherance of Licensee's use of the equipment Above the Communications Space of any pole, will be performed by Licensor's employees, Licensor's contractors, or approved contractors (Exhibit 5). Unless otherwise specifically approved in advance by Licensor, neither the Licensee, nor its contractors will be allowed to perform the Make-Ready Work related to Licensee's equipment Above the Communications Space.

7. Licensor will provide written notice to Licensee no later than seven (7) business days following the completion of Make Ready Work. Upon receipt of notice by Licensee from Licensor that the Make Ready work has been completed, the Licensee will have the right hereunder to place its Attachments in accordance with the terms of the Application and this Agreement (including Article 3 herein). If the Licensee fails to initiate construction within one hundred eighty (180) days from the Licensor's notice of completion of Make Ready Work, the Licensor may, in its sole discretion, deem the Application approval terms and conditions outlined in the Appendix A null and void,

and require the submission of another Application, along with engineering fees necessary to reimburse the Licensor for revised engineering and cost estimates, in the event Licensee still desires to attach to the Poles originally approved for attachment. Where field conditions preclude such compliance (e.g., when the Licensee's construction is delayed), Licensee will notify the Licensor prior to the one hundred eightieth (180th) day. Licensee will provide written notice to Licensor no later than twenty (20) business days following the completion of Licensee's work so that Licensor may perform its inspection of Licensee's new or modified Attachments to Licensor's Pole.

(a) Licensee and Licensor will each place, Transfer and rearrange its own Attachments and will place guys and anchors to sustain any unbalanced loads caused by its Attachments. Anchors and guys will be in place and in effect prior to the installation of Attachments and cables. Each Party will, with due diligence, attempt at all times to execute such work promptly and in such manner as not to interfere with the service of the other Party.

(b) The cost of making Attachments on existing Poles as provided herein, including the making of any necessary Pole replacements, will be borne by the Parties hereto in the manner provided in Article 8.

8. Any work undertaken on or in furtherance of Licensee's use of the equipment Above the Communications Space of any pole, will be performed by Licensor's employees, Licensor's contractors, or approved contractors (Exhibit D). Unless otherwise specifically approved in advance by Licensor, neither the Licensee, nor its contractors will be allowed to perform the Make-Ready Work related to Licensee's equipment Above the Communications Space. For Licensor's failure to meet the required timelines for Make-Ready Work Above the Communications Space, as set forth in this section, as applicable, Licensee, after attempting to resolve the dispute, may file a complaint for unreasonable delay on the part of Licensor with the FCC or with the state public utilities commission exercising jurisdiction or other authority; and further, a rebuttable presumption applies in such proceedings that access to Licensor's poles or facilities has not been provided on just and reasonable terms and conditions.

9. Post Inspection. Licensor may perform a post-construction inspection to measure and/or to visually observe Licensee's facilities, within thirty (30) days of completion of construction to ensure the attachment and installation of the Licensee's facilities conform to the requirements of this Agreement. Licensee will bear the reasonable and actual costs of such inspection provided the inspection is completed within thirty (30) days after written notification by Licensee of non-compliance. If the Licensee's facilities are not in compliance, the Licensee will bring its facilities into compliance within thirty (30) days after notification of non-compliance and notify Licensor in writing upon completion. Licensee will bear the reasonable and actual costs of all subsequent inspections necessary to verify the facilities have been brought into compliance. If not brought into compliance within ninety (90) days from initial notification from Licensor, Licensor may have an approved contractor perform the work and Licensee will be responsible for cost.

ARTICLE 5 – RADIO FREQUENCY

A. Radio Frequency Emissions. Licensee is solely responsible for the radio frequency (“RF”) emissions emitted by its equipment. Licensee is jointly responsible for ensuring RF exposure from its emissions, in combination with the emissions of all other contributing sources of RF emissions, is within the limits permitted under all applicable rules of the Federal Communications Commission (“FCC”). To the extent required by FCC rules, Licensee will install appropriate signage to notify workers and third parties of the potential for exposure to RF emissions. Licensee will communicate and cooperate with other pole attachers which emit RF to minimize the number of signs.

B. Each Party and Other’s Responsible for Own Equipment. The Licensor, Licensee and other attachers which emit RF on Licensor’s poles are under a duty and obligation in connection with the operation of its own, facilities, now existing or in the future, to protect against RF interference to the RF signals of Licensor, Licensee, and such other attachers, as applicable, as may emanate or arise. Each party to this Agreement and all others on poles or facilities will endeavor to correct any interference to other networks created by its RF emissions promptly and will coordinate and cooperate with each other relating to the same.

C. RF Power Cut-off Switch. Licensee will install a power cut-off switch on every Licensor pole or facilities to which it has attached facilities that can emit RF energy. In ordinary circumstances, Licensor’s authorized field personnel will contact the Licensee’s designated point of contact provided pursuant to Section 22 to inform the Licensee of the need for a temporary power shut-down. Upon receipt of the call, Licensee will power down its antenna remotely, which power-down will occur during normal business hours and with 24 hours advance notice. In the event of an unplanned power outage or other unplanned cut-off of power, or an emergency, the power-down will be with such advance notice as may be practicable and, if circumstances warrant, employees and contractors of Licensor may accomplish the power-down by operation of the power disconnect switch without advance notice to Licensee and will notify the Licensee as soon as possible. In all such instances, once the work has been completed and the worker(s) have departed the exposure area, the party who accomplished the power-down will restore power and inform Licensee as soon as possible that power has been restored.

D. Emergency After Hours Contact Information. Licensee will provide emergency after hours contact information to Licensor including 24/7 telephone and/or pager information, a list of duty managers by district and escalation procedures. Licensee will be required to include signage which indicates Licensor emergency contact information, Licensee’s emergency contact information, and National Electrical Safety Code (“NESC”) required information.

E. Installation and Upkeep of Sign(s). Licensee is responsible for the installation and upkeep of its sign or signs on each pole. The signage will be placed so that it is clearly visible to workers who climb the pole or ascend by mechanical means. The signs will contain the information approved for such signs by the FCC, or in the absence of FCC approval, the information commonly used in the industry for such signs.

ARTICLE 6 – RIGHT OF WAY FOR LICENSEE'S ATTACHMENTS

While the Licensors and Licensee will cooperate as far as may be practicable in obtaining right-of-way for both parties on Licensed Poles, the Licensors do not warrant or assure to the Licensee any right-of-way privileges or easements on, over or across streets, alleys and public thoroughfares, and private or publicly owned property, and if the Licensee will at any time be prevented from placing or maintaining its Attachments on the Licensors' Poles, no liability on account thereof will attach to the owner of the Poles.

Licensors will maintain pole line right-of-way clearances according to Licensors' standard procedures, except with respect to Make Ready. Licensee is responsible for providing right-of-way clearances outside of Licensors' standard clearance practices at its own expense.

ARTICLE 7 – MAINTENANCE OF POLES AND ATTACHMENTS

A. The Licensors will maintain all Poles in a safe and serviceable condition and in accordance with the Specifications, and will replace, reinforce or repair Poles as they become defective. Licensee acknowledges that Poles and related items carry hazardous voltages, deteriorate over time and may contain various hazardous chemicals or properties. Licensee will instruct and equip its personnel, including its employees, contractors and other agents, of the hazards associated with working on Licensors' Poles, and Licensee will provide necessary training and equipment for its representatives to safely execute their work on Licensors' Poles. Prior to working on a Pole, Licensee will, through visual inspection and reasonable effort, make an assessment that the pole is in safe working condition. If Licensee believes that a pole contains non-compliant or unsafe conditions, Licensee will promptly notify Licensors of any existing substandard condition (i.e., physical, mechanical or electrical, etc.), that jeopardizes either the general public or workman safety, and Licensors will cause the existing condition to be promptly corrected. Licensee will insure that contractors will comply with provisions of this Agreement. Licensors do not warrant, guarantee, or imply that any Pole abandoned by Licensors possesses sufficient mechanical strength as required by or for any use of Licensee.

B. When replacing a Pole carrying terminals of aerial cable, underground connection, or transformer equipment, the new Pole will be set in the same hole which the replaced Pole occupied, or immediately adjacent, and in a manner to facilitate Transfer of Attachments, unless special conditions make it desirable to set it in a different location. Replacement Poles where risers (dips) are installed should be set as close as possible to the existing Pole. The Licensors will make reasonable effort to conduct a joint field review or otherwise coordinate with Licensee to determine the location of the proposed Pole. Reasonable effort will be made to coordinate locations of risers and Service Drops with the locations of the power facilities serving the customer.

C. Except during restoration efforts after natural disasters, such as a Force Majeure events, whenever it is necessary to replace or relocate a Licensed Pole, the Licensors will, before making such replacement or relocation, give notice via the electronic notification system of pole transfer request provided by the National Joint Utilities Notification System ("NJUNS") of not less than sixty (60) days for five (5) poles or less and ninety (90) days for six (6) poles or more (except in case of emergency, when verbal notice will be given and subsequently confirmed in writing) to the Licensee, specifying in such notice the time of such proposed replacement or relocation, and the Licensee will at the time so specified Transfer its Attachments to the new or relocated Pole. On highway relocation projects, the schedule for

Transfers will be consistent with the "utility adjustment schedule" and any subsequent revisions or with any other schedule issued by the appropriate authority governing a highway relocation project.

NJUNS code Licenser _____

NJUNS code Licensee _____

D. Should the Licensee fail to Transfer its Attachments to the newly Licensed Pole after the date specified for such Transfer of Attachments and after all third party and Licenser responsible Transfers have been accomplished to the extent necessary for Licensee to affect its facilities Transfer, whichever is later ("Licensee Transfer Date"), the parties will have the following rights, in addition to any other rights and remedies available under this Agreement: The Licenser may hire a contractor approved by Licensee to transfer the facilities at Licensee's cost. Licensee will furnish a list of contractors authorized to perform such transfers. Alternatively, Licenser may sell such Pole to Licensee "as is" and the Licensee will indemnify, defend and save harmless the Licenser from all obligation, liability, damages, cost, expenses or charges incurred thereafter, and not arising out of anything occurring prior to the transfer of ownership. Licenser will further evidence transfer of title to the Pole by appropriate means.

E. Licensee will have twenty-four hour (24/7) access to its equipment in Communications Space for maintenance and repair.

F. Each party will at all times maintain all of its Attachments in accordance with the Specifications in Article 3.

ARTICLE 8 – DIVISION OF COSTS

A. NEW POLES INSTALLED WHERE NONE CURRENTLY EXIST. Whenever Licenser requires new Pole facilities within the Licensee's service territory for any reason, including an additional Pole line, an extension of an existing Pole line, or in connection with the reconstruction of an existing Pole line, it will make a best effort to notify Licensee to that effect in writing (verbal notice subsequently confirmed in writing may be given in cases of emergency) stating the proposed location of the new Pole. In the case of emergency, the Licensee will preliminarily respond verbally on an expedited basis that it does or does not want to attach its Attachments and will generally describe its planned Attachments. Within a reasonable period (not to exceed fifteen (15) business days) after the receipt of such written notice, the Licensee will submit an Application. To the extent that Licensee's planned Attachments require a pole taller or stronger than what Licenser would have installed absent Licensee's planned Attachments, the difference between the Cost in Place of such Pole and the Cost in Place of the existing Pole will be paid by the Licensee, the rest of the cost of erecting such Pole to be borne by the Licenser. If in connection with the construction of a Pole(s) the Licensee makes the payment required by this paragraph, then the Licensee will in the future be entitled to attach on such Licenser's Pole(s) even if the Pole(s) does not at that time become a Licensed Pole.

B. ADDITIONAL MID-SPAN POLE. A Pole, including all appurtenances or fixtures, erected between Poles to provide sufficient clearance and furnish adequate strength to support the circuits of both the Licenser and the Licensee, which would have been unnecessary except solely due to Licensee's use, will be erected at the sole expense of the Licensee, or in the case

of multiple Licensees on the Licensed Pole, the cost will be equally divided among all Licensees or Joint Users requiring the mid-span Pole.

C. PAYMENTS DO NOT AFFECT OWNERSHIP. Any payments for Poles made by the Licensee under any provisions of this Article will not entitle the Licensee to the ownership of any part of said Poles for which it has contributed in whole or in part.

D. REPLACEMENT OF EXISTING POLES. Where an existing Pole is replaced for maintenance purposes, Licensor will erect a Pole adequate for the existing Attachments and Attachments for which Applications have been delivered, unless such Application is denied in accordance herewith, and the Licensor will pay all the costs of installing the replacement Pole. Licensee will pay to replace its existing Attachments. The replaced Pole will be removed and retained by Licensor.

1. A Pole larger than the existing Pole, which is installed to replace an existing Pole, the extra height or strength of which is due wholly to the Licensor's requirements, such as providing service, normal maintenance, or keeping the Licensor's wires clear of trees, will be erected at the sole expense of the Licensor. The Licensor will bear the full expense of replacing or Transferring all the Licensor's Attachments, and the Licensee will bear the full expense of replacing or Transferring all the Licensee's Attachments.

2. For a Pole larger than the existing Pole, which is installed to replace an existing Pole, the extra height or strength of which is due wholly to the Licensee's requirements, including Licensee's requirements as to keeping the Licensee's wires clear of trees, the Licensee will pay to the Licensor the Make Ready Cost of the new Pole.

3. For a Pole larger than the existing Pole, which is installed to replace an existing Pole, the extra height or strength of which is due wholly to a Joint User's requirements such as providing service, correcting a safety violation or keeping the Joint User's wires clear of trees, the Joint User will pay all of the Make Ready Cost of the new Pole, including any costs associated with replacing or Transferring Licensee's Attachments.

4. Except as to existing contracts with Joint User, in the case of a Pole larger than the existing Pole, which is installed to replace an existing Pole, the extra height or strength which is due to the requirements of all parties on the pole, such as when the parties share responsibility for correcting a safety violation, the difference between the Cost in Place of such Pole and the Cost in Place of the existing Pole will be shared equally by the Licensee and the Licensor, and other third parties, if applicable, the rest of the cost of erecting such Pole to be borne by the Licensor. The Licensor and Licensee will replace or Transfer all Attachments at their own expense.

E. RESPONSIBILITY FOR OWN ATTACHMENTS. Each party will place, maintain, rearrange, Transfer and remove its own Attachments at its own expense except as otherwise expressly provided herein.

F. PAYMENT BASIS. Payments made under the provisions of this Article may be based on the estimated or Actual Cost as mutually agreed upon (including overhead) of making such changes but in no event, however, will either Party be required to pay for such changes more than 120% of the Estimated Cost supplied by the other if such cost estimate will have been requested and furnished before the changes were made.

G. UTILITIES INSTALLING LARGER POLES FOR UTILITY'S FUTURE USE. In the event the Licensor installs a Pole larger than is initially required for Licensor's and Licensee's use in anticipation of Licensor's future requirements or additions, the additional space provided by Licensor will be reserved for Licensor's sole use. Licensee may request documentation to validate the need for future space.

ARTICLE 9 – INSPECTIONS

A. INSPECTION PERFORMANCE. Within a reasonable time, not to exceed two (2) years after the Effective Date of this Agreement, the Parties will jointly perform a safety inspection to identify any safety violations of all parties on the Poles ("Initial Safety Inspection"), including Licensor and Joint Users, except that no such Initial Safety Inspection will occur if Licensee does not have any existing Attachments, which the parties agree is the case here. Following the Initial Safety Inspection, and not more than once every five (5) years thereafter (or five (5) years after execution of this Agreement if an Initial Safety Inspection is not conducted), Licensor may perform periodic system-wide safety inspections of Licensor Poles, including Licensee Attachments, upon six (6) months' advance written notice to Licensee. Such notice will describe the scope of the inspection and provide Licensee with an opportunity to participate. Licensee and Licensor, and other attachers to Licensed Poles, will share equally in the Initial Safety Inspection cost whether the Initial Inspection is performed by the Licensor or a third party contractor. In the event the Initial Safety Inspection or any subsequent safety inspection is performed by a third party contractor, the Licensee will have the right to seek bids from third party contractors prior to the inspection and propose such bids to Licensor. Licensor will not be required to use any third party contractor proposed by the Licensee, provided that any third party contractor used by the Licensor to perform any inspection will charge no more than the lowest qualified bid proposal (in Licensor's reasonable discretion) provided by the Licensee. For inspections performed after the Initial Inspection, Licensee will pay a pro-rata share of the Licensor's inspection costs and will incur its own costs to participate in such periodic safety inspections. The Licensee's pro-rata share of Licensor's cost will be equal to the percentage of the total violations caused by Licensee's Attachments as identified during the inspection.

B. CORRECTIONS. In the event any Licensee facilities are in violation of the Specifications and such violation poses an imminent danger to persons or property and is discovered ("Imminent Danger Violation"), Licensee will correct such violation immediately. Should Licensee fail to correct such Imminent Danger Violation after notice, the Licensor may correct the Imminent Danger Violation and bill Licensee for the Actual Costs incurred. Licensee will not be subject to any safety violation penalties pursuant to the Initial Safety Inspection provided that Licensee corrects any safety violation that is not an Imminent Danger Violation (a "Non-Imminent Danger Violation") discovered during the Initial Safety Inspection within eighteen (18) months of the documentation and reporting of the unsafe conditions. Following the Initial Safety Inspection, if any Attachment of the Licensee is found to be a Non-Imminent Danger Violation of Article 3 herein, and Licensee has caused the violation, Licensee will have sixty (60) days to correct any such violation upon written notice from Licensor, or within a longer, mutually agreed-to time frame if correction of the violation is not possible within sixty (60) days, such extended time to be not more than an additional sixty (60) days. Notwithstanding the foregoing grace periods, in the event Licensor or an Outside Party prevents Licensee from correcting a Non-Imminent Danger Violation, the timeframe for correcting such violation will be extended to account for the time during which Licensee was

unable to correct the violation due to such Licensor or Outside Party's action. Licensee will not be responsible for the costs associated with violations caused by others. In all circumstances, all of the Parties on the Pole will work together to maximize safety while minimizing the cost of correcting any such deficiencies, but the Licensee will be responsible for the full cost of any necessary or appropriate corrective measures associated with violations caused by Licensee, including removal and replacement of the Pole and all Transfers or other work incident thereto. Licensee will insure that its employees, agents, contractors or other Outside Parties, which Licensee causes to work on Licensor Poles, will be notified of pending, unresolved Poles requiring corrective actions prior to activities on such Poles, and Licensee will not allow unqualified or improperly equipped personnel to work on such Poles.

1. If any Attachment of the Licensor is found to be in violation of Specifications and Licensor has caused the violation, then the parties will work together to minimize the cost of correcting any such deficiencies, but the Licensor will be responsible for the full cost of any necessary or appropriate corrective measures, including removal and replacement of the Pole and all Transfers or other work incident thereto.

2. If one or more Outside Party's Attachment caused the violation, then such Outside Party will pay the corrective costs incurred by all who have Attachments on the Pole, including for the Licensee, Licensor and any other attachers; and the Licensor will make reasonable effort to cause the Outside Party to make such payment.

3. If there exists a violation of Specifications and it cannot be determined which party on the Pole, including Joint User, caused such violation or there is a mixture of the parties causing the violation, then the parties will work together to minimize the cost of correcting any such deficiencies, and all parties and Outside Parties who may have caused such violation will share equally in such costs; provided, however, that if a Party can modify its Attachments so that they no longer may be a cause of the violation or deficiency, then such Party may elect to make such modification instead of otherwise sharing in such costs. Such a modification will not relieve a Party from sharing in such costs if the Party making the modification could have been a cause of any deficiency that remains.

C. In the event an Imminent Danger Violation is discovered, Licensee will correct such violation immediately, and, in any case, in no more than twenty-four (24) hours, except as otherwise agreed to by the Parties. Should Licensee fail to correct such Imminent Danger Violation within twenty-four (24) hours after notice or such alternative time period, the Licensor may correct the violation and bill Licensee for the Actual Costs incurred.

ARTICLE 10 – UNAUTHORIZED ATTACHMENTS

If any Attachment is identified for which the Application requirements (as set forth herein), or notification requirements as provided for in Article 4, have not been satisfied ("Unauthorized Attachment"), Licensor will notify Licensee in writing. The Licensee will pay to the Licensor a one-time fee of one hundred fifty dollars (\$150.00) per Unauthorized Attachment. Licensee will also submit a completed application to Licensor within five (5) business days and be subject to the provisions in Article 4.

ARTICLE 11 – ATTACHMENT COUNTS

A. Not more often than once every five (5) years and in conjunction with the established cyclical attachment count, unless otherwise mutually agreed by the parties, inventories of Attachments will be made by representatives of the parties to determine the number of Licensee's Attachments to Licensor Poles ("Actual Inventory"). Licensor will provide three (3) months' advance written notice prior to the Initial Inventory and any subsequent Actual Inventory describing the scope of the Inventories so that Licensee may plan and fully participate in and budget for such Inventories.

B. Unless prevented by the provisions of a third party agreement, Actual Inventories and Initial Inventories will include all Outside Parties attached to Licensor's Poles. Where multiple Outside Parties are included in the inventory, all participating Outside Parties will incur a prorated share of the cost of performing the Actual Inventory, based on the number of Attachments each attacher has on Licensor's Poles. For a year for which there is an Actual Inventory, the Rental Fees provided for herein will be based on the Actual Inventory and the following adjustments will be made:

1. The difference between the number of Licensee Attachments found by the Actual Inventory for the year in question and the number of Attachments for which Licensee was most recently invoiced for Pole Attachment Rental Fees will be prorated evenly based on the assumption that such Licensee Attachments were added evenly over the period since the last Actual Inventory, or five years, whichever period is shorter. In addition, the Unauthorized Attachment fee will apply if applicable.

2. If the number of Licensed Attachments in the previous annual rental invoice is less than the number of Licensed Attachments found by the Actual Inventory, then Licensee will be entitled to a pro-rata refund from the Licensor or a credit to the Licensee based on the assumption that such Licensee Attachments were removed evenly over the period since the last Actual Inventory, or five years, whichever period is shorter..

ARTICLE 12 – ABANDONMENT OF LICENSED POLES

A. To the extent permitted by law, if the Licensor desires at any time to abandon any Licensed Pole, it will, except in the event of required Transfers as provided in Article 7, give the Licensee notice in writing to that effect at least sixty (60) days prior to the date on which it intends to abandon such Pole. If, at the expiration of sixty (60) days, the Licensor and all other third party and Joint Users have no Attachments on pole but Licensee has not removed its Attachments, Licensor may sell such Pole to Licensee "as is" and the Licensee will save harmless the Licensor from all obligation, liability, damages, cost, expenses or charges incurred thereafter, and not arising out of anything occurring prior to the transfer of ownership. Licensor will further evidence transfer of title to the Pole by appropriate means.

B. The Licensee may at any time abandon a Licensed Pole by removing any and all Attachments it may have thereon and by giving written notice thereof.

ARTICLE 13 – POLE ATTACHMENT RENTAL FEES

A. For a year in which there is no Inventory, the number of Licensee's Attachments used in calculating the Rental Fees will be based on the number of Licensee Attachments for which Licensee was charged in the previous year plus the number of Licensee Attachments approved through the Application process since the last billing minus the number of Licensee Attachments for which notice of removal was provided.

B. The applicable computation of payments and calculations as above provided will be made on or about December 15th of each year for the next year's Rental Fees, each Party acting in cooperation with the other.

C. Pole Attachment Rental Fees due from Licensee to Licensor will be as indicated in Exhibit 2. The undisputed Pole Attachment Rental Fee herein provided will be paid by Licensee within sixty (60) days after Licensee's receipt of the invoice.

D. SPECIFIC RENTAL RATES. See Schedule 2.

E. Licensor hereby represents and warrants as of the date hereof and covenants and agrees from and after the date hereof that none of the rates or fees offered to any other entity with respect to wireless installations is or will be more favorable to such entity than those imposed on Licensee under this Agreement. If Licensor agrees to a rate or fee that is more favorable than those imposed on Licensee under this Agreement, then Licensee will be entitled under this Agreement to such rate or fee on and after such rate or fee becomes effective.

ARTICLE 14 – DEFAULTS

A. In the event either Party deems an event of default has taken place and prior to engaging in the formal default provisions in this Agreement, the appropriate representatives of the Licensee and Licensor, as identified in Article 20, will meet in person or on the telephone to attempt to resolve the matter in good faith within ten (10) business days of the initial request of either Party to meet.

B. In the absence of resolution of the matter in accordance with Article 14.A., the aggrieved Party may provide a notice of default to the other Party in writing. Upon receipt of such notice of default, the defaulting Party will either work diligently and cooperatively with the non-defaulting Party to correct such default or present sufficient evidence that a default does not exist or is not the fault of the defaulting Party. If such default will continue for a period of sixty (60) days after such notices, either Party may, at its sole discretion and option, terminate this Agreement in full if the default pertains to all poles, or, if Licensee is the defaulting Party, Licensor may deny future Attachments and/or remove the Attachments of Licensee to which the default pertains at Licensee's expense. Notwithstanding the foregoing, the cure periods may be extended upon mutual agreement of the Parties if a cure is not reasonably possible within the time frames specified above.

C. Without limiting the effect of the immediately preceding paragraph, if after reasonable notice, Licensee will default in the performance of any work it is obligated to do under this Agreement, the Licensor may elect to do such work, and the Licensee will reimburse the Licensor for the cost thereof. Licensor will notify the Licensee in advance of its intent to do the work and the approximate cost of doing such work. Failure on the part of the Licensee to make

such a payment, as set forth in Article 19 herein, will, at the election of the Licensor, constitute a default under Section B of this Article 14.

ARTICLE 15 – RIGHTS OF OTHER PARTIES

A. If Licensor, prior to the execution of this Agreement, received or conferred upon others, not parties of this Agreement ("Outside Parties"), by contract or otherwise, rights or privileges to attach to, and/or reserve space on any of its Poles covered by this Agreement, nothing herein contained will be construed as affecting said rights or privileges with respect to existing Attachments of such Outside Parties, which Attachments will continue in accordance with the present practice. All future Attachments of such Outside Parties will be in accordance with the requirements of the following paragraph, except where such Outside Parties have, by agreements entered into prior to the execution of this Agreement, acquired enforceable rights or privileges to make Attachments which do not meet such space allocations. Licensor will derive all of the revenue accruing from such Outside Parties. Any contractual rights or privileges of Outside Parties recognized in this paragraph will include renewals of or extensions of the term (period) of such contracts.

B. In the event any Pole or Poles of Licensor to which Licensee has made its Attachments would, but for the Attachments of Licensee, be adequate to support additional facilities desired by Licensor, Licensor's subsidiary or affiliate, or by a Joint User with whom Licensor has a prior agreement and which Joint User is either occupying space or has requested to attach or reserve space on such Pole(s) prior to the placement of Licensee's Attachment on such Pole(s), then Licensor will notify Licensee of any changes necessary to provide an adequate Pole or Poles and Licensor or Joint User will reimburse Licensee for the incremental costs thereof. Should Licensee submit a request to make a new Attachment on a Pole that a Joint User is not already attached to but on which the Joint User has reserved space, Licensor will provide notice of such space reservation to Licensee, provided that Licensor has such knowledge on or prior to the date of Licensee's Attachment request.

C. If Licensor desires to confer upon Outside Parties, by contract or otherwise, rights or privileges to attach to any of its Poles covered by this Agreement, it will have the right to do so, provided all attachments of such Outside Parties are made in accordance with the following: (1) such attachments will be maintained in conformity with the requirements of Specifications, (2) such attachments will not be located within the space allocation of Licensee and (3) such Attachments will not interfere with Licensee's Attachments. Licensor will derive all of the revenue accruing from such Outside Parties.

ARTICLE 16 – ASSIGNMENT OF RIGHTS

The rights conferred by this Agreement may be transferred by the Licensee to any successor in interest that has or is contemporaneously granted a franchise by the applicable franchise authority upon thirty (30) days written notice to the Licensor. Except as otherwise provided in this Agreement, including the immediately prior sentence, Licensee will not assign or otherwise dispose of this Agreement or any of its rights or interests hereunder, or in any of the Licensed Poles, or the Attachments or rights-of-way covered by this Agreement, to any firm, corporation or individual, without the written consent of the Licensor, which consent will not be unreasonably withheld or delayed, except to the United States of America or any agency thereof; provided, however, that nothing herein contained will prevent or limit the Licensee's right to mortgage any or all of its property, rights, privileges, and franchises, or lease or

transfer any of them to another corporation organized for the purpose of conducting a business of the same general character, or to enter into any merger or consolidation; and, in case of the foreclosure of such mortgage or in case of lease, transfer, merger, or consolidation, its rights and obligations hereunder will pass to, and be acquired and assumed by, the purchaser at foreclosure, the transferee, lessee, assignee, merging or consolidating company, as the case may be; and provided further that, subject to all of the terms and conditions of this Agreement.

ARTICLE 17 – WAIVER OF TERMS OR CONDITIONS

The failure of either Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement will not constitute a general waiver or relinquishment of any such terms or conditions, but the same will be and remain at all times in full force and effect.

ARTICLE 18 – PAYMENT OF TAXES

Each Party will pay all taxes and assessments lawfully levied on its own property upon said Licensed Poles, and the taxes and the assessments which are levied on said Licensed Poles will be paid by the owner thereof, but any tax, fee, or charge levied on Licensor's Poles solely because of their use by the Licensee will be paid by the Licensee, except for any such tax, fee, or charge levied by Licensor, excluding any tax, fee, or charge hereunder or any business use tax related to franchise or franchise agreement.

ARTICLE 19 – BILLS AND PAYMENT FOR WORK

A. Upon the completion of work performed hereunder by either Party, the expense of which is to be borne wholly or in part by the other Party, the Party performing the work will present to the other Party within ninety (90) days after the completion of such work an itemized statement of the costs, and such other Party will, within sixty (60) days after such statement is presented, pay to the Party doing the work such other Party's proportion of the cost of said work.

B. All amounts to be paid by either Party under this Agreement will be due and payable within sixty (60) days after receipt of an itemized invoice. Except as provided in Article 19.C below, any payment not made within sixty (60) days from the due date will bear interest at the rate of 1.5% per month until paid, or if 1.5% exceeds the maximum rate allowed by law, then at the maximum rate allowed by law. If a Party bills the interest provided for in this paragraph but then receives a payment showing that the payment was timely made, the billing Party will write off and cancel the interest.

C. A Party receiving a bill may, in good faith and for good cause, dispute the amount or adequacy of substantiation for the bill. In the event that a Party so disputes only a portion of a bill, then such Party will promptly pay the undisputed amount. In the event of such dispute, the Parties will meet, by telephone or in person, within ten (10) business days of a dispute being raised to discuss the disputed item and establish a procedure for addressing the disputed amount in accordance with this Agreement. Upon resolution of the dispute, if the amount and substantiation were correct and sufficient, interest will be paid on the unpaid balance from the date of the initial bill at the rate of 1.5% per month until paid, or if 1.5% exceeds the maximum rate allowed by law, then at the maximum rate allowed by law; but, if the amount was not correct or substantiation was not sufficient, no interest will be payable unless the amount determined to be correct is not paid within sixty (60) days of receipt of substantiation and

determination of the correct amount, in which case interest will be payable for the period beginning after the end of such sixty (60) day period.

D. Except as to the rental fees, the fees specified in this Agreement will be subject to an annual adjustment equal to the change in the most recent twelve month's Handy-Whitman Index for the South Atlantic Region, Account 364, Poles, Towers and Fixtures.

ARTICLE 20 – NOTICES

A. Except as otherwise provided in this Agreement, all notices and writings will be made to the people ("Contact Person(s)") identified below, who from time to time may be changed by written notice.

B. By written notice pursuant hereto, a Party may from time to time specify a person in lieu of the person designated in Section A above to receive notices or writings with respect to specified matter(s) and/or geographic area(s), in which case such notices or writings will be sent to that person as to such matter(s) and area(s).

C. Response to any notice or Application will be made to the sender rather than to the person designated in Section A or B above.

D. Unless otherwise provided in this Agreement, any notice will be in writing, which may, when mutually agreeable, include preservable and traceable electronic means, such as email or facsimile.

E. A second copy of any notice given under Article 14 or Article 22 of Agreement will be given to the following persons, who may from time to time be changed by written notice:

If to Licensor:

Phone: _____

Facsimile: _____

Email: _____

With a copy to:

Electric Cities of Georgia
Christine Carling
1470 Riveredge Parkway NW
Atlanta, GA 30328
770-919-6308
ccarling@ecoga.org

If to Licensee:

New Cingular Wireless PCS, LLC
Attn: Tower Asset Group- Lease Administration
Re: Cell Site #: _____; Cell Site Name: _____
Fixed Asset #: _____; State Where Site Located: GA
575 Morosgo Drive NE

Atlanta, GA 30324

With a copy to:

New Cingular Wireless PCS, LLC

Re: Cell Site #: _____; Cell Site Name: _____

Fixed Asset #: _____; State Where Site Located: GA_

AT&T Legal Department – Network

208 S. Akard Street,

Dallas, TX 75202-4206

F. In the event of the need for a temporary power shut-down, Licensor's authorized field personnel will contact Licensee at 1-800-638-2822 or other telephone number provided by Licensee and follow the instructions prior to working within one (1) foot of Licensee's equipment which emits RF.

G. The Parties will develop and maintain a joint form designating the people to whom notices will be given pursuant to the foregoing.

Except as otherwise noted, all notices, requests, demands and other communications hereunder will be in writing and will be delivered personally with a receipt evidencing delivery, sent by nationally recognized overnight courier, in each case addressed to the appropriate Party at the address for such Party shown above or at such other address as such Party will have previously designated by written notice delivered to the Party giving such notice. Except as otherwise permitted, any notice given in accordance herewith will be deemed to have been given and received when delivered to the addressee, which delivery may be evidenced by signed receipt of the addressee given to the courier or postal service

ARTICLE 21 – RESOLUTION OF CERTAIN DISPUTES

A. In the event of a dispute regarding any compliance or non-compliance with the provisions of Article 3 of this Agreement, including which Party, if any, is responsible for any non-compliance and what corrective action, if any, is necessary or appropriate to remedy any such non-compliance, then the Parties will each arrange for a representative to make a joint field visit to the Pole location to investigate whether a violation exists and if so, any corrective action needed and the Party or Parties responsible. The Parties will make a diligent and good faith effort to resolve such disputes at the local level by the Parties' respective local engineers and local managers.

B. If the Parties are unable to resolve any such dispute at the local level, then either Party may submit the matter for resolution to a "Referee," as defined below, for binding resolution. A matter will be submitted to the Referee by sending a letter (by mail or hand-delivery) to the Referee, with a copy provided to the other Party's representative who was involved in the attempt to resolve the dispute and the other Party's representative designated pursuant to Article 21.A or Article 21.B before or concurrently with the transmission of the letter to the Referee. The letter will include a summary of the dispute and will designate the Party's Contact Person for the dispute. The other Party will promptly respond with a letter similarly sent and copied that provides such Party's summary of the dispute and designates such Party's Contact Person for the dispute.

C. If the Parties mutually agree to do so, instead of proceeding under Section B above, the Parties may submit any dispute to the Referee by jointly sending the Referee a letter that includes a summary of the dispute and designates each Party's Contact Person for the dispute.

D. The Referee will make such investigation as deemed appropriate in his or her discretion, which will include hearing from each Party's Contact Person. The Referee may, but is not required to, engage in such other procedures or hearing as the Referee deems appropriate. The Parties will cooperate with the Referee.

E. The Referee will promptly issue a binding decision (to the extent permitted by law) in writing to the Parties, from which there will be no appeal. The Party whose position is not upheld by the Referee (which determination may be made by the Referee if requested to do so) will be required to pay for the Referee's fees and expenses. If both Parties' positions are upheld in part, they will share the Referee's fees and expenses equally. The Parties agree to be bound to pay the Referee's fees and expenses as provided herein.

F. The Referee will be appointed as follows:

1. Each Party will appoint an outside engineer or other qualified person and these two (2) appointees will appoint a third outside engineer or other qualified person (the "Referee") to serve as the Referee.

2. In the event that the two (2) appointees are unable within fourteen (14) days to agree upon a third outside engineer or other qualified person who is willing and able to serve as the Referee, then the Referee will be appointed as follows: Three (3) names will be blindly drawn from the list of persons then comprising the NESC committee whose work is most closely related to the dispute (e.g., Clearances Committee or Strength and Loading Committee), or such other group as may be mutually agreed upon. Each Party will strike one such name and the remaining person will serve as the Referee. If the Parties strike the same name, then the Referee will be selected from the remaining two (2) names by coin toss. If the NESC committee member so selected is unwilling or unable to serve as Referee, then this procedure will be repeated (starting with the blind drawing of three different names as provided above) as necessary until a Referee is selected who is willing and able to serve as Referee. If all committee member names of the NESC committee first selected are exhausted without a Referee being appointed who is willing and able to serve as Referee, then the Parties will repeat the above-described procedure with the next NESC committee whose work is most closely related to the dispute, and so on until a Referee is selected who is willing and able to serve as Referee.

G. Nothing herein will preclude the Parties from entering into any other mutually agreeable dispute resolution procedure or from changing by mutual written agreement any aspect of the foregoing procedures. Without limiting the generality of the foregoing, the Parties may by mutual written agreement remove, replace or appoint a Referee at any time.

H. The Parties agree, that if any dispute arising under this Agreement cannot be resolved at lower levels, communications between the following will be permitted and engaged in, in good faith on an expedited basis: Between a responsible senior officer with settlement authority of Licensor and a responsible manager with settlement authority of Licensee; and, if not resolved

by them, between such persons' superiors, if any. If either Licensor or Licensee reorganizes or changes titles, the equivalent person for such Party will perform the above functions.

I. Except for disputes subject to the Referee procedure set forth herein, if a dispute arising under this Agreement is not resolved by the intercompany communications in Section H within forty-five (45) days, the dispute will be resolved in a mediation process at a mutually agreeable location in the venue where the poles subject to the dispute are located. In the event that such dispute is not resolved within ninety (90) calendar days following the first day of mediation, either Party may initiate litigation. The foregoing obligations to engage in intercompany communications and mediation are an essential and material part of this Agreement and ones that are legally binding upon them; in case of a failure of either party to follow the foregoing dispute resolution process, the other may seek specific enforcement of such obligation in any courts having jurisdiction of this Agreement.

ARTICLE 22 – TERM OF AGREEMENT

A. This Agreement will continue in full force and effect for ten (10) years from the Effective Date (Initial Term), and will automatically renew for 5 year terms thereafter unless terminated in accordance herewith. Either Party may terminate the Agreement by giving to the other Party one (1) years' notice in writing of intention to terminate the Agreement one (1) year prior to the end of the Initial Term. Notwithstanding the foregoing, this Agreement will continue in full force and effect for all existing Attachments during any negotiations of the Parties for a subsequent agreement.

B. Upon final termination of this Agreement in accordance with any of its terms, Licensee will, within one-hundred eighty (180) days, remove all its Attachments from all Poles. If not so removed, Licensor will have the right to remove and dispose of all of Licensee's Attachments without any liability or accounting therefore. Licensee will reimburse Licensor for any and all costs incurred by Licensor in the removal of Licensee's Attachments as detailed above. In the event that Licensee has not reimbursed Licensor within sixty (60) days of invoicing following Licensor's removal of said Attachments, then Licensor may pursue one or more of the remedies contained in Article 14, including making demand on the Security Instrument described in Article 25.

C. Termination of this Agreement will not relieve either Party from fulfilling any and all of its obligations that accrued while the Agreement was in effect.

D. During the term of this Agreement or upon termination of this Agreement, each Party will have reasonable access to those portions of the other Party's books, construction standards, and records, as may be necessary to resolve a material issue or concern regarding the other Party's compliance with its obligations under this Agreement. Such access will be granted upon reasonable notice and only during regular business hours.

ARTICLE 23 – EXISTING CONTRACTS

All existing joint use or pole attachment license agreements between the Parties, and all amendments thereto are by mutual consent hereby abrogated and superseded by this Agreement except with respect to amounts owed, late payment penalties and interest and remedies available for collection of such amounts by either party under any such existing agreements.

Nothing in the foregoing will preclude the Parties to this Agreement from entering such supplemental operating routines or working practices as they mutually agree in writing to be necessary or desirable to effectively administer the provisions of this Agreement.

ARTICLE 24 – LICENSOR SYSTEM FINANCING OR SALE OF SYSTEM

This Agreement and any amendment thereof will be effective subject to the condition that, during any period in which the Licensor has outstanding debt or other financing obligations respecting its Poles or its electric distribution system, this Agreement will be subject to the terms and conditions related to such financing. Licensor, without the consent of the Licensee, may enter into or issue debt or other financing obligations from time to time related to its Poles or its electric distribution system with terms and conditions, including covenants that affect Licensee's rights hereunder, that are reasonably required by the counterparties to such transactions or the purchasers of such debt or other financing obligations. Licensor, without the consent of the Licensee, may at any time sell or otherwise transfer ownership of all or any part of its Pole or electric distribution system, and in conjunction therewith, may terminate this Agreement or assign it to the purchaser or transferee in whole or in part.

ARTICLE 25 – LIABILITY AND INDEMNIFICATION

A. Except as set forth below, Licensee assumes sole responsibility for all injuries and damages caused, or claimed to have been caused, by Licensee, its employees, agents, representatives or contractors. Notwithstanding the foregoing, Licensee will have no liability to the Licensor for injuries and damages (a) caused by, through or as a result of the negligence of the Licensor; (b) caused by, through or as a result of the wanton misconduct of the Licensor; or (c) caused by, through or as a result of the facilities or activities of any third party (or parties) attached whose cables, wires, appliances, equipment or facilities are attached to the same Poles as Licensee's cables, wires, appliances, equipment or facilities.

B. Accordingly, without limiting the effect of the provision of the immediately preceding paragraph, and except as set forth below, Licensee expressly agrees to indemnify, defend and save harmless the Licensor, its governing body, officers, employees, agents, representatives and contractors from all claims, demands, actions, judgments, loss, costs and expenses (collectively, "Claims") caused or claimed to have been caused by, Licensee, its employees, agents, representatives or contractors, including with respect to (a) damage to or loss of property (including but not limited to property of the Licensor or Licensee); (b) injuries or death to persons (including but not limited to injury to or death of any Licensee employees, contractors or agents, or members of the public); (c) any interference with the television or radio reception of, or with the transmission or receipt of telecommunications by, any person which may be occasioned by the installation or operation of Licensee's cables, wires, appliances, equipment or facilities; (d) any injuries sustained and/or occupational diseases contracted by any of the Licensee's employees, contractors or agents of such nature and arising under such circumstances as to create liability therefore by Licensee or the Licensor under any applicable Worker's Compensation law, including also all claims and causes of actions of any character which any such contractors, employees, the employers of such employees or contractors, and all persons or concerns claiming by, under or through them or either of them may have or claim to have against the Licensor resulting from or in any manner growing out of any such injuries sustained or occupational diseases contracted; it being understood, however, that Licensee will have no liability to the Licensor for injuries and damages (a) caused by, through or as a result of the negligence of the Licensor; (b) caused by, through or as a result of

the wanton misconduct of the Licenser; or (c) caused by, through or as a result of the facilities or activities of any third party (or parties) whose cables, wires, or facilities are attached to the same Poles as Licensee's cables, wires, or facilities. In any matter in which Licensee will be required to indemnify the Licenser hereunder, Licensee will control the defense of such matter in all respects, and the Licenser may participate, at its sole cost, in such defense. The Licenser will not settle or compromise any matter in which Licensee is required to indemnify the Licenser without the prior consent of Licensee.

C. To the extent permitted by law, the Licenser agrees to assume liability and be responsible for the payment of any sum or sums of money to any persons whomsoever on account of any Claims arising or claimed to have arisen by, through or as a result of the Licenser's negligent acts or omissions or the Licenser's intentional or wanton misconduct. Licenser will have no liability to the Licensee for injuries and damages (a) caused by, through or as a result of the negligence of the Licensee or its contractors or agents; or (b) caused through or as a result of the wanton misconduct of the Licensee or any of its contractors, agents, representatives or assignees. Nothing contained herein will constitute a waiver of the defense of sovereign immunity in favor of the Licenser.

D. Insurance. In the event Licensee's franchise agreement requires Licensee to insure the franchise authority, the Insurance requirements set forth in Article 25.E herein will not apply to Licensee.

E. In the event Licensee is not required to insure the franchise authority, pursuant to the franchise agreement, Licensee, and any contractors of Licensee while working hereunder, will contract for and maintain in effect throughout the period during which Licensee maintains Attachments on any Poles insurance that meets the amounts set forth in subsections (1) through (3) below. Failure to provide and maintain the required insurance coverage will constitute a Default under this Agreement, in which event Licenser will have the right to pursue any and all of remedies set forth in this Agreement.

1. Worker's Compensation insurance meeting statutory requirements, covering all employees of Licensee who will perform any work on Poles or property owned or controlled by Licenser, including easements and rights-of-way, whether or not such insurance is required by law. If any employee is not subject to the Worker's Compensation laws of the state wherein work is performed, Licensee will extend said insurance to such employee as though said employee were subject to such laws.

2. Commercial general liability insurance covering all operations under this Agreement, including erection, installation, maintenance, Rearrangement and removal of Licensee's Attachments, for bodily injury including death and for property damage of \$2,000,000 per occurrence and in the aggregate and \$2,000,000 products and completed operations aggregate.

3. Automobile liability insurance including self-propelled vehicles which may be used in connection with this Agreement, whether owned, non-owned, or hired, with combined single limit for bodily injury and property damage of \$1,000,000 for each accident.

4. The policies required hereunder will be and issued by such carrier will rated at least V-AII by AM Best.

(a) Licensor, its governing body, officers, employees, and agents will be included as additional insured on each required general and auto liability policy only with respect to liability arising from Licensee's operation in conjunction with this Agreement; and

(b) To the extent allowed by law, Licensee agrees to release and will require its insurers (by policy endorsement if needed) to waive their rights of subrogation against Licensor, its governing body, officers, employees, and agents for loss under the policies of insurance described herein; and

(c) Licensee will furnish Licensor certificates evidencing such insurance within thirty (30) days of the Effective Date of this Agreement and will provide Licensor with copies of any renewal certificates promptly after they become available.

(d) Notwithstanding the above, if Licensee is authorized to operate as a self-insured entity under the laws of the State of Georgia, Licensee may provide self-insurance to meet any of the requirements of this Article 25.E, upon terms and conditions satisfactory to Licensor.

F. SECURITY INSTRUMENT. Licensee will furnish and maintain throughout the term of this Agreement, and thereafter until all of the obligations of Licensee have been fully performed, a bond or other security instrument ("Security Instrument") satisfactory in form and content to Licensor in substitution therefore, to guarantee the payment of any sums which may become due to Licensor or an Licensor Agent for Pole Attachment Rental Fees, inspections, inventories, Make Ready Costs, Unauthorized Attachment Fees, for work performed for the benefit of Licensee under this Agreement, including the removal of Attachments upon termination of this Agreement, for any expense that may be incurred by Licensor or an Licensor agent because of any Default of Licensee, or for any other expense that is to be borne by Licensee under this Agreement. The amount of said Security Instrument, which amount will be maintained throughout the term of the Agreement and thereafter until all of the obligations of Licensee have been fully performed, will be equal to ten thousand US dollars (\$10,000), or twenty-five dollars (\$25) per Attachment, whichever is larger. The amount of the Security Instrument may, in Licensor's discretion, be adjusted if Licensee purchases, acquires, or obtains a controlling interest in additional broadband or other facilities within Licensor's service territory not currently covered by this Agreement which results in a significant increase in the number of Attachments. Any such adjustment will not exceed twenty-five dollars (\$25) per new Attachment. Failure to provide and maintain the aforementioned Security Instrument will be deemed a Default under this Agreement, in which event Licensor will have the right to pursue any and all remedies set forth in this Agreement and at law or equity. The furnishing of such Security Instrument will not affect, limit, diminish or otherwise reduce any obligations of Licensee under this Agreement.

G. Following the completion of the Initial Safety Inspection, the correction of the identified violations, and if the Licensee is in material compliance with all other terms and conditions of the Agreement, the amount of the Security Instrument will be adjusted annually to an amount not to exceed the last annual Pole rental invoice received by the Licensee.

ARTICLE 26 - COMPLIANCE WITH LAWS; CHANGE OF LAW

- A. Applicable Law. Both Parties will comply with all applicable laws and regulations.
- B. Change of Law. In the event that any legislative, regulatory, judicial, or other action affects the rights or obligations of the Parties, or establishes rates, terms or conditions for the construction, operation, maintenance, repair or replacement of small cells on city infrastructure or in the right of way, that differ, in any material respect from the terms of this Agreement ("New Law"), then either Party may, upon thirty (30) days written Notice, require that the terms of this Agreement be renegotiated to conform to the New Law. Such conformed terms will then apply on a going forward basis for all existing and new small cell installations, unless the New Law requires retroactive application, in which case such new terms will apply retroactively, as required by the New Law. In the event that the Parties are unable to agree upon new terms within 90 days after Notice, then the rates contained in the New Law will apply from the 90th day forward until the negotiations are completed, or a Party obtains a ruling regarding the appropriate conforming terms from a commission or court of competent jurisdiction.

ARTICLE 26 – CONSTRUCTION

This Agreement was drafted by all Parties hereto and is not to be construed against any party. Neither the negotiations of the language of this Agreement nor any prior drafts of this Agreement or the inclusion or exclusion of any language from prior drafts will be admissible or probative as to the meaning of this Agreement.

ARTICLE 27 – REMEDIES CUMULATIVE

Unless otherwise provided in this Agreement, all remedies set forth in this Agreement are cumulative and in addition to any other remedies that may be available herein or at law or in equity, if any.

ARTICLE 28 – MISCELLANEOUS

- A. Counterparts. This Agreement may be executed in multiple counterparts, and any one of such counterparts will be considered an original hereof.
- B. Entire Agreement; Prior Agreements; Integration. This Agreement and its Exhibits set forth the entire understanding and agreement of the parties as to the subject matter herein, which is the attachment of small cell wireless antenna and equipment to poles. No other prior verbal or written agreements or understandings by and between the parties related to the subject matter contained herein will be effective and are hereby abrogated by, superseded by, or integrated into this Agreement. In the event of a conflict of any term and condition or provision among this Agreement, its Exhibits, and the Attachment permits, the following will control in order of precedence: This Agreement; Exhibits to this Agreement; any Ordinances currently in effect; and Attachment Permits.
- C. Severability. In case any one or more of the provisions of this Agreement will for any reason be held to be illegal or invalid by a court of competent jurisdiction, it is the intention of

each of the Parties hereto that such illegality or invalidity will not affect any other provision hereof, but this Agreement will be construed and enforced as if such illegal or invalid provision had not been contained herein, and this Agreement will be construed to adopt, but not to enlarge upon, all the applicable provisions of applicable law, and, if any provisions hereof conflict with any provision of applicable law, the latter as in effect and as interpreted by the applicable courts will prevail in lieu of any provision hereof in conflict or not in harmony therewith.

D. Force Majeure. As used in this Agreement "Force Majeure Event" means any act or event whether foreseen or unforeseen, that meets all of the following tests:

1. The act or event prevents a party (the "Nonperforming Party"), in whole or in part, from performing its obligations under this Agreement or satisfying any conditions to the other party's obligations under this Agreement.
2. The act or event is beyond the reasonable control of and not the fault of the Nonperforming Party.
3. The Nonperforming Party has been unable to avoid or overcome the act or event by the exercise of due diligence.

E. Despite the preceding definition of a Force Majeure Event, a Force Majeure Event excludes economic hardship, changes in market conditions or insufficiency of funds.

F. In the event of a Force Majeure Event affecting Licensor's Poles, the Parties' obligations hereunder are suspended for a period of time reasonably appropriate to the Force Majeure Event to the extent performance hereunder adversely affected.

G. Modifications; Amendments. No amendment or modification of this Agreement will be binding unless executed in writing by the Parties hereto.

H. Governing Law. Except to the extent that federal law, regulations, and/or agency orders control any aspect of this Agreement, the validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties will be governed by the laws of the State in which the subject poles are located.

I. Hazardous Materials. Licensor agrees to comply with applicable state and federal environmental laws and regulations including those governing hazardous materials and waste, and, warrants that it administers and enforces policies, practices and procedures sufficient to achieve such compliance with respect to its facilities.

IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed in two counterparts, each of which will be deemed an original, and their corporate seals to be affixed thereto by their respective officers thereunto duly authorized, as of the Effective Date.

LICENSOR

By: _____
Name:
Its:

Attest:

By: _____
Its:

[SEAL]

LICENSEE

NEW CINGULAR WIRELESS PCS, LLC

By: AT&T Mobility Corporation
Its: Manager

By: _____
Name:
Its:

Attest:

By: _____
Its:

[SEAL]

Exhibit 1 – Application to Attach

Licensee hereby requests permission pursuant to its Addendum to Pole Attachment License Agreement for Attachment of Wireless Facilities to make new Attachment(s) to Pole as shown on the attached construction plans and drawings. The attached plans and drawings show the Pole Licensee desires to attach to, the number and character of Attachments existing and proposed, any Rearrangements requested with respect to existing Attachments, any relocations or replacements of existing Pole requested, the heights of all points of attachment, all mid-span clearances, any new Pole placement requested, pole loading analysis report, and completed Radio Frequency Emission Certificate. Should additional information be required by the Electric Provider for verification of compliance with the NESC or other applicable standards, the Licensee will provide such information. The table below provides detailed information regarding this request.

LICENSEE NAME:			
Project		Proposed Attachments	
Request #		New	Modified Remove
Request		Supply Space	in.
Name		Communications Space	in.
Phone		Common Space	in.
E-Mail			
Estimated Construction Dates			
Start		Finish	
Signature			
Include Attachments above the top of the Pole and in the Communications Worker's Safety Zone			

Please advise Licensee as to whether or not these Wireless Facilities Attachments will be permitted and if necessary provide an estimate for any additional costs that Licensee may be required to pay as Make Ready Work. If Make Ready Work is required, upon receipt of Electric Provider supplied Make Ready Estimate, the Licensee will provide notice to Electric Provider of either approval of the cost estimate or that Licensee will not undertake to make these Attachments. Upon receipt by Electric Provider of Licensee's notice of estimate approval of Make Ready Costs, the Electric Provider will proceed with Make Ready Work.

ELECTRIC PROVIDER				
Response Date		Make Ready Construction Required?	Yes	
Name			No	
Phone		Make Ready Construction Estimate	\$	
Email				
Signature		Permit #		
Request	Approved	Reason for Denial:		
	Denied			

Capitalized terms used in this request, but not defined, have the meaning set forth in the applicable Addendum to Pole Attachment License Agreement for Attachment of Wireless Facilities or Pole Attachment License Agreement.

Exhibit 2 – Annual Attachment Fee

Wireless Facilities Attachments

The Adjustment Payments for Wireless Facilities will be calculated on a “per foot” basis. For purposes of calculating such Adjustment Payments for Wireless Facilities, every twelve inches (12”) of vertical space, or any part thereof, of each Wireless Facility component which is attached to the Pole, exclusive of riser and/or conduit, regardless of placement location, will constitute one (1) attachment. For example, if Licensee’s Wireless Facility takes up thirty inches (30”) of vertical space on the Pole, such Wireless Facility will be considered as three (3) attachments for purposes of determining the Adjustment Payment for such Wireless Facility.

Term	Rental Fee	Invoice Date
Jan. 1, 2018 – Dec. 31, 2018	\$16.50	Dec. 1, 2018
Jan. 1, 2019 – Dec. 31, 2019	\$16.50	Dec. 1, 2018
Jan. 1, 2020 – Dec. 31, 2019	\$16.50	Dec. 1, 2019

For years beginning 2021, the annual Rental Fee per Attachment will be adjusted by applying the annual change for account 364 for the South Atlantic Region from the latest version of the Handy Whitman Index.

Exhibit 3 Radio Frequency Emissions Certification

The Effective Isotropic Radiated Power ("EIRP") of the Wireless Facilities will comply with Part 15 of the FCC Rules and radio frequency exposure from the Wireless Facilities will comply with Sections 1.1307(b) and 1.1310 of the FCC's Rules, as clarified by the FCC's *OET Bulletin 65*, latest revisions ("RF Exposure Rules").

Will the Wireless Facilities that are the subject of the accompanying Application to Attach, dated _____, as installed, comply fully with the RF Exposure Rules for General Population/Uncontrolled Environments as specified by the Federal Communications Commission at 47 C.F.R. §§1.1307(b) and 1.1310 (or its successor regulation) and clarified by the FCC's *OET Bulletin 65*, latest revision, ?

____ Yes

____ No

Certification:

I certify that: (i) I am a qualified/certified RF Engineer with experience regarding radio frequency emissions; (ii) I have performed the analysis specified in 47 C.F.R. § 1.1310 of the FCC's rules and *OET Bulletin 65* for each and every one of the Wireless Facilities Attachments covered in the Request for Permission to Attach Wireless Facilities, dated _____, and (iii) the answer given above is true.

Signature

Print Name

License Number

Exhibit ~~5-4~~ – Approved Contractors

Exhibit ~~6~~5 – ECG Specifications

[ATTACH SECTION 5 “JOINT USE AND CLEARANCES” OF THE
ELECTRIC CITIES OF GEORGIA INC. CONSTRUCTION ASSEMBLY SPECIFICATIONS]

TO OVERHEAD GROUND WIRE

CROSS ARM

CHCW

CHGW

N

GENERAL NOTES:

1. ALL HARDWARE SHALL BE BONDED TO TRANSMISSION GROUND.
2. BOND NEUTRAL TO TRANSMISSION GROUND. DO NOT INSTALL ADDITIONAL GROUND LEAD.

NOTES FOR DIMENSIONS:

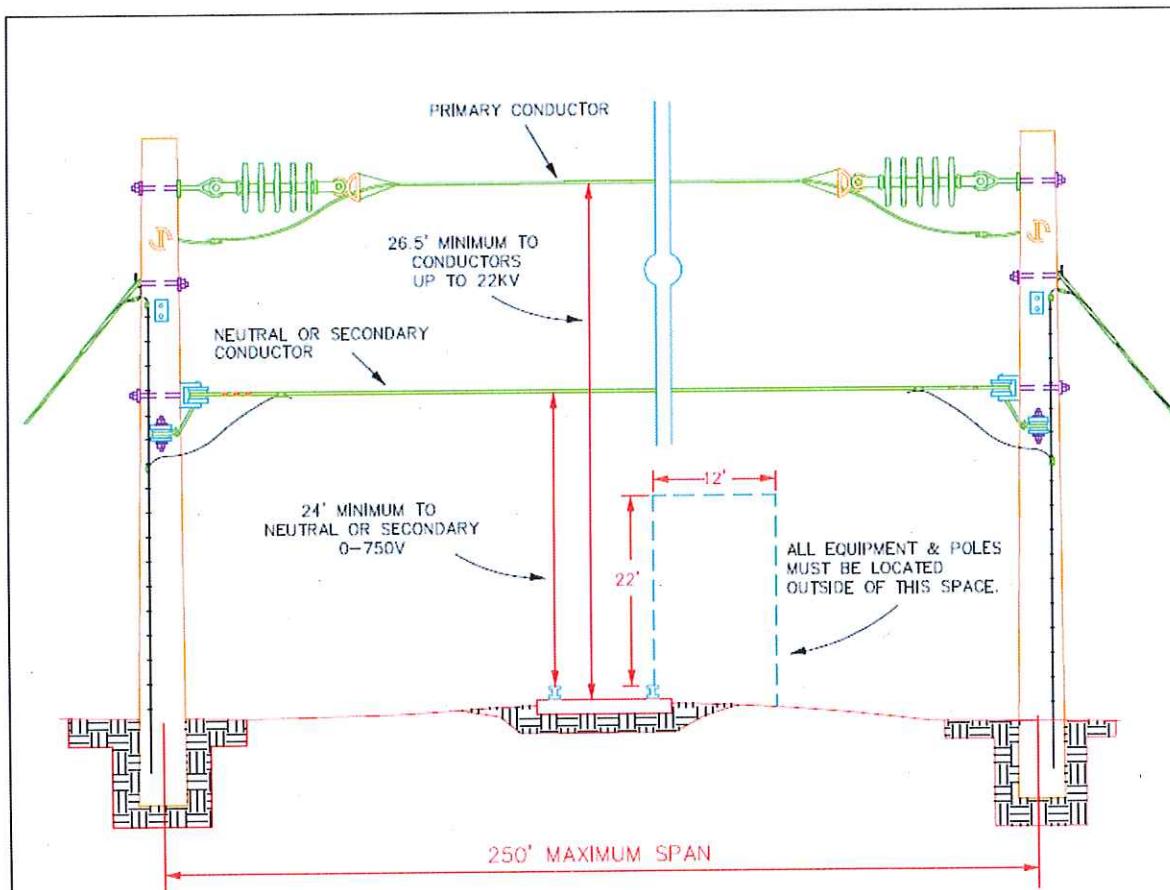
1. WHERE TRANSMISSION IS ON ALTERNATE POLES, DIMENSION "A" IS TO BE INCREASED SO THAT CLEARANCE "B" SHOWN BELOW IS MAINTAINED.
2. DIMENSION "A" SHALL BE 6' MINIMUM CLEARANCE FOR 46KV.
3. DIMENSION "A" SHALL BE 10' MINIMUM CLEARANCE FOR 69KV.
4. DIMENSION "B" SHALL BE 11' MINIMUM CLEARANCE AT 120' FAHR. FOR 115KV AND BELOW.
5. DIMENSION "B" SHALL BE 13' MINIMUM CLEARANCE AT 120' FAHR. FOR 230KV.

DATE: OCTOBER, 1992

REVISIONS JULY, 2001

JANUARY, 2007

JU&C1



1. IF SPAN LENGTH EXCEEDS 250 FEET, CONDUCTOR CLEARANCE IS TO BE INCREASED 0.3 FEET FOR EACH 10 FEET SPAN LENGTH IN EXCESS OF THE 250 FEET.
2. CROSSINGS SHOULD BE MADE ON A COMMON SUPPORT STRUCTURE WHERE PRACTICAL COOPERATION BETWEEN THE PARTIES CONCERNED SHALL PREVAIL PROPER CLEARANCES.
3. EXCEPTIONS TO 12' HORIZONTAL SIDE CLEARANCE:
 - (a) A CLEARANCE OF NOT LESS THAN 8 FEET MAY BE ALLOWED WHERE NECESSARY IF THE SUPPORTING STRUCTURE IS NOT THE CONTROLLING OBSTRUCTION, PROVIDED SUFFICIENT SPACE FOR A DRIVEWAY IS LEFT WHERE CARS ARE LOADED.
 - (b) WHERE NECESSARY TO PROVIDE SAFE OPERATING CONDITIONS WHICH REQUIRE AN UNINTERRUPTED VIEW OF SIGNALS, SIGNS, ETC. ALONG TRACKS THE PARTIES CONCERNED SHALL COOPERATE IN LOCATING STRUCTURES TO PROVIDE THE NECESSARY CLEARANCE.
 - (c) AT INDUSTRIAL SIDINGS, A CLEARANCE OF NOT LESS THAN 8 FEET SHALL BE PERMITTED, PROVIDED SUFFICIENT SPACE IS LEFT WHERE CARS CAN BE LOADED OR UNLOADED.

RAILROAD CROSSING CONSTRUCTION CLEARANCES



DATE: OCTOBER, 1992

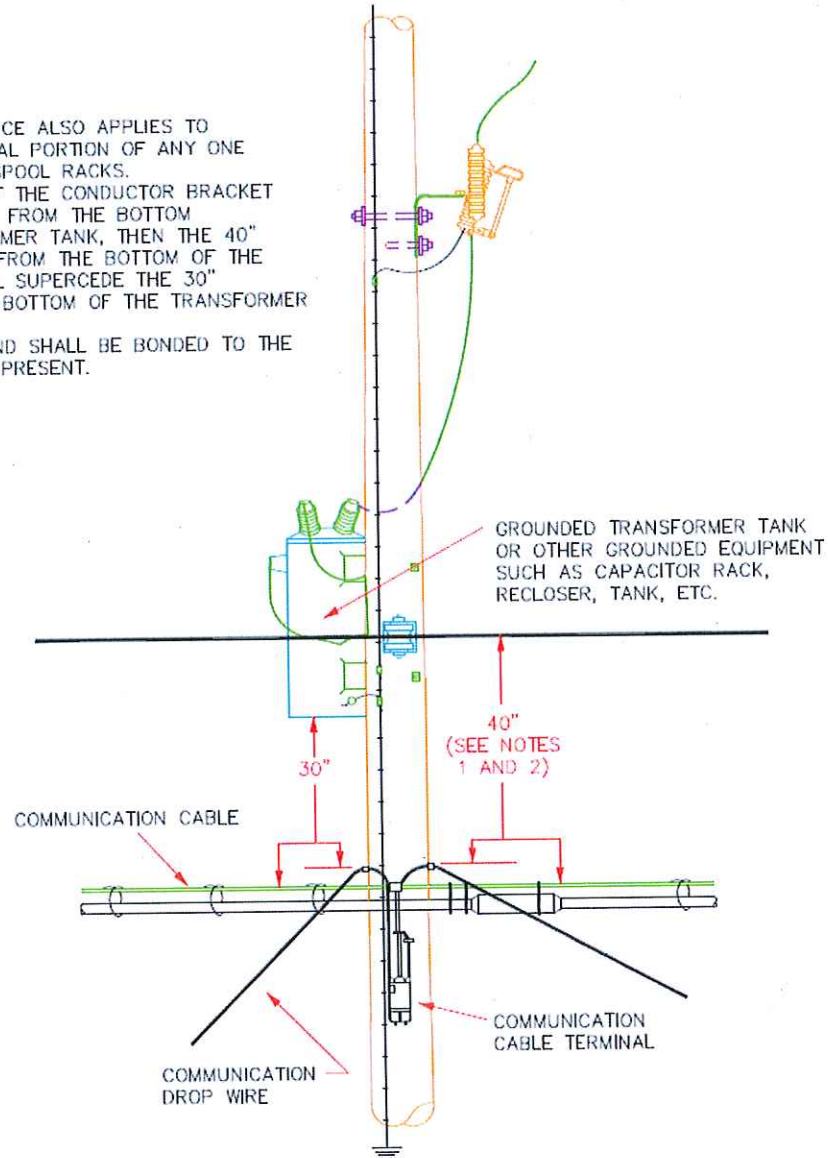
REVISIONS JULY, 2001

JANUARY, 2007

JU&C2

NOTES:

1. THIS 40" CLEARANCE ALSO APPLIES TO THE CLOSEST METAL PORTION OF ANY ONE SPOOL OR FOUR SPOOL RACKS.
2. IF THE BOTTOM OF THE CONDUCTOR BRACKET IS LESS THAN 10" FROM THE BOTTOM OF THE TRANSFORMER TANK, THEN THE 40" REQUIRED SPACE FROM THE BOTTOM OF THE CONDUCTOR SHALL SUPERCEDE THE 30" SPACE FROM THE BOTTOM OF THE TRANSFORMER TANK.
3. MESSENGER STRAND SHALL BE BONDED TO THE POLE GROUND, IF PRESENT.



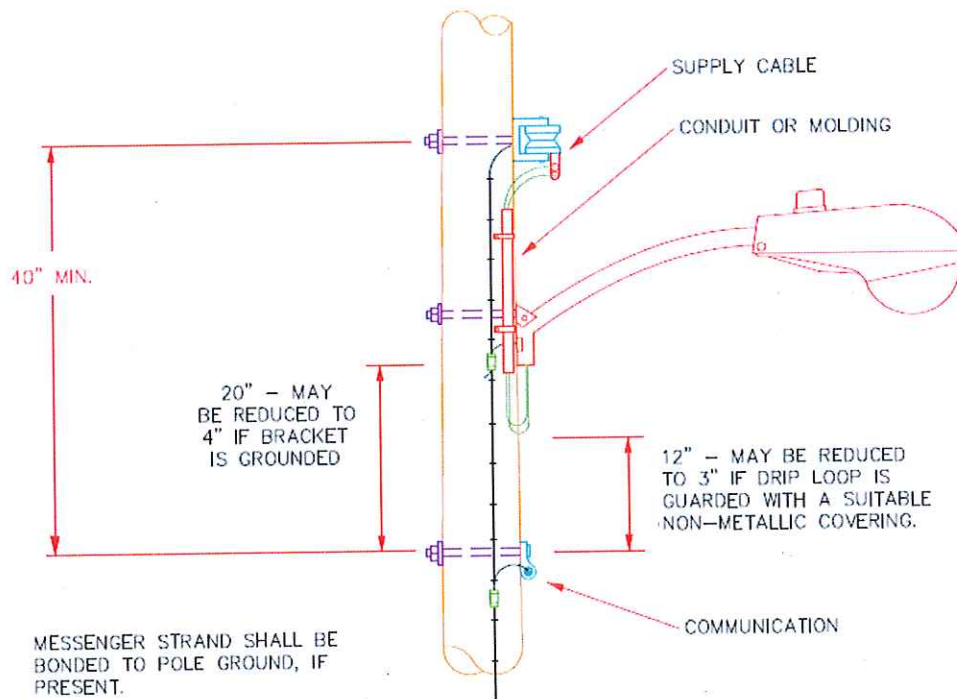
TRANSFORMER POLE



DATE: OCTOBER, 1992

REVISIONS JULY, 2001

JU&C3



NOTES:

- 1.) LIGHT FIXTURE SHOWN IS SYMBOLIC ONLY. CLEARANCES SHOWN ARE APPLICABLE TO ANY TYPE FIXTURE USED.
- 2.) LOWEST PART OF LUMINAIRE SHALL BE NOT LESS THAN 15' OVER ROADS, STREETS, PARKING LOTS, OR ALLEYS.

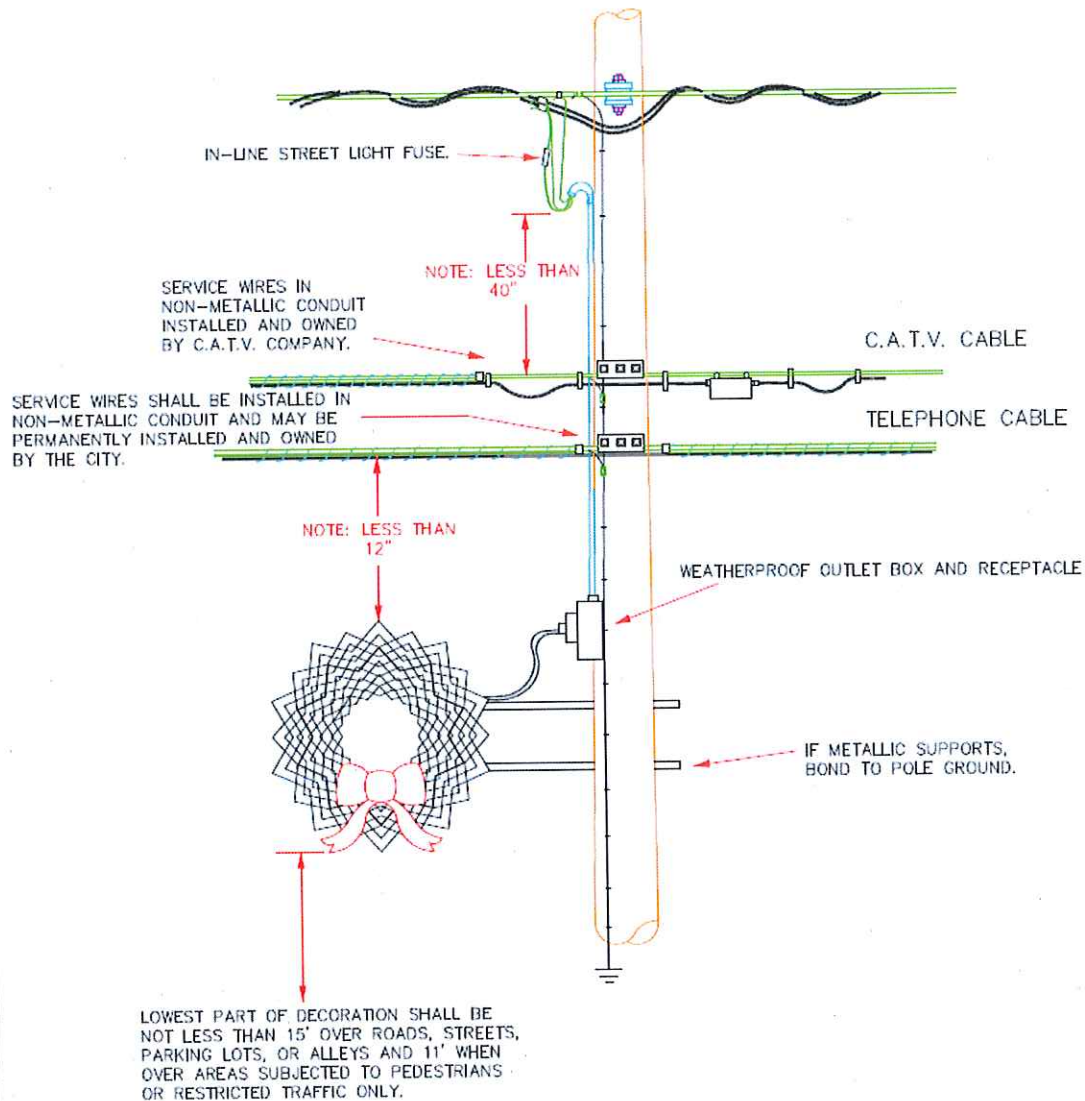
C.A.T.V., TELEPHONE, OTHER SEPARATION FROM LUMINAIRES



DATE: OCTOBER, 1992

REVISIONS JULY, 2002

JU&C4



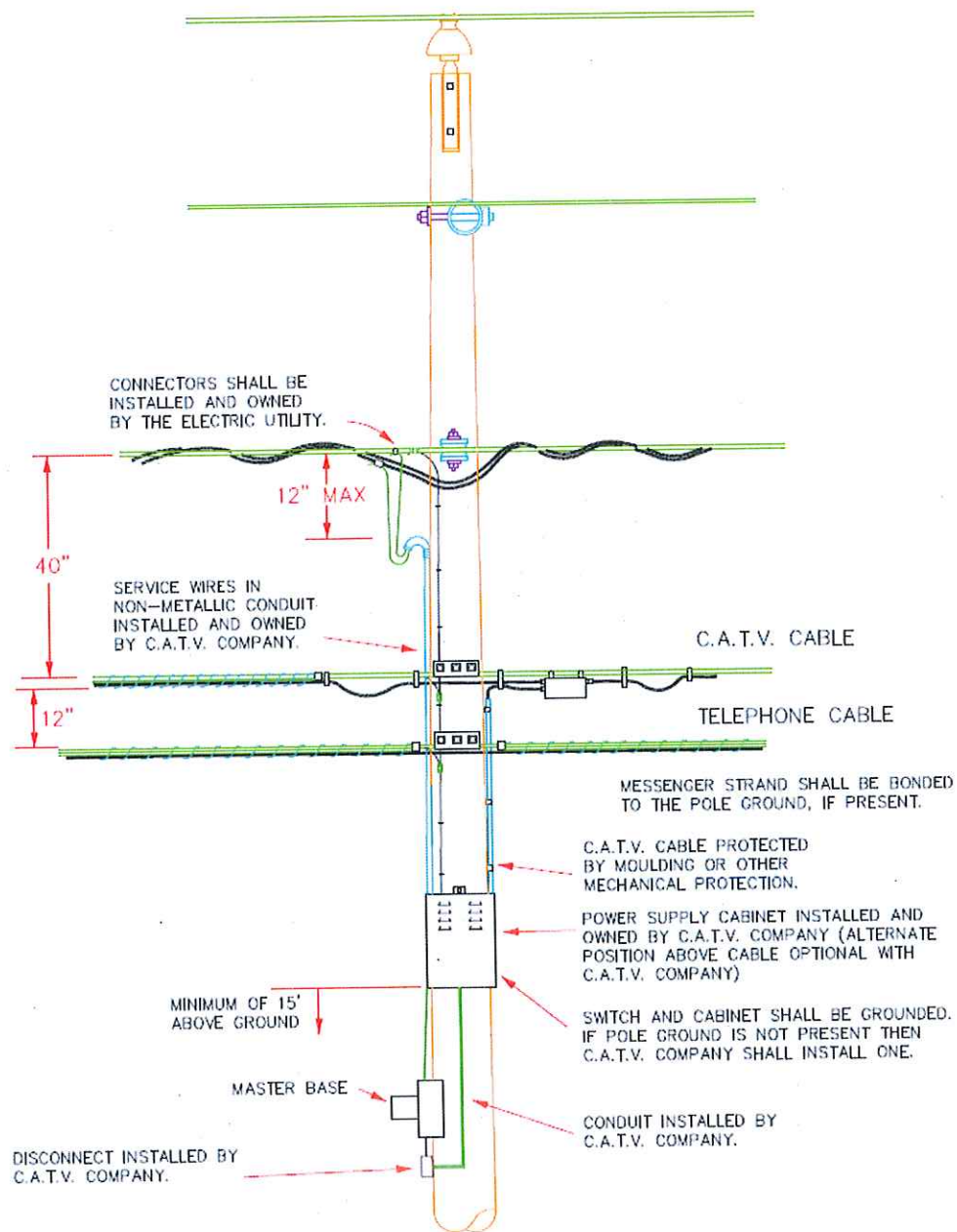
DECORATIVE ATTACHMENT INSTALLATION



DATE: OCTOBER, 1992

REVISIONS JULY, 2001

JU&C5



COMMUNICATION/SIGNAL TYPE ATTACHMENT **C.A.T.V. POWER SUPPLY INSTALLATION**



DATE: OCTOBER, 1992

REVISIONS JULY, 2001

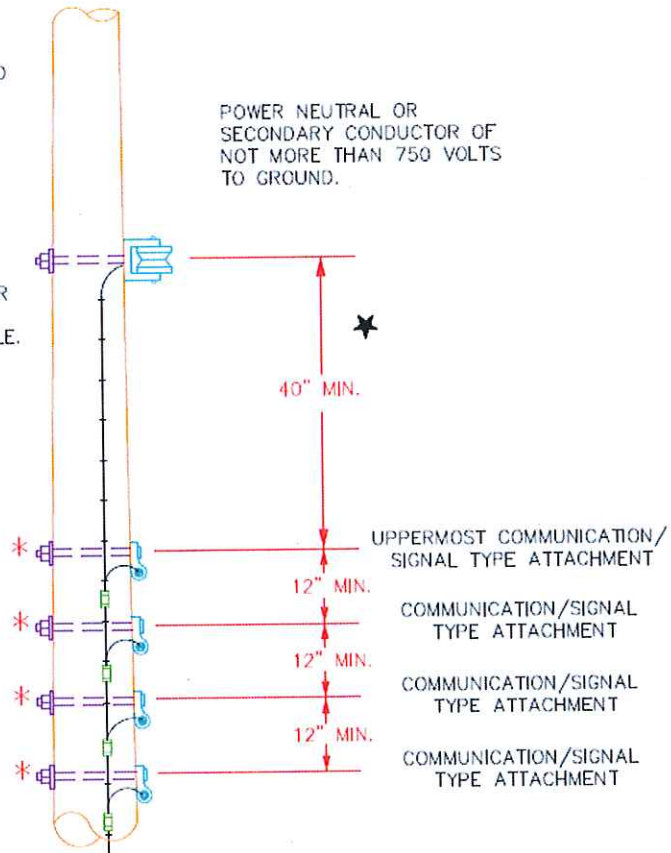
JU&C6

*COMMUNICATION/SIGNAL TYPE ATTACHMENT

TELEPHONE CABLE
C.A.T.V. CABLE
ALARM CABLE (FIRE, POLICE, WATER
TOWER LEVEL, ETC.)
TRAFFIC SIGNAL CONTROL CABLE
TELEGRAPH CABLE
PUBLIC OR PRIVATE COMMUNICATION
CABLE

NOTES:

- 1.) WHEN C.A.T.V. AND TELEPHONE ARE ATTACHED TO POLE, C.A.T.V.'S PREFERRED POSITION IS ABOVE TELEPHONE (12" MIN.). IF OTHER COMMUNICATION/SIGNAL TYPE CABLES ARE ATTACHED TO POLE WITH C.A.T.V. AND/OR TELEPHONE, THEIR POSITION SHALL BE MUTUALLY AGREED UPON.
- 2.) 12" MIN. SPACING SHOULD BE MAINTAINED BETWEEN CABLES. C.A.T.V. AND TELEPHONE DROPS CAN BE LESS THAN 12" FROM OTHER CABLES. DROPS SHALL BE 40" BELOW POWER NEUTRAL OR SECONDARY AT POLE.
- 3.) ALL CABLES SHALL BE ON SAME SIDE OF POLE.
- 4.) MESSENGER STRAND SHALL BE BONDED TO POLE GROUND, IF PRESENT.



* FOR SUPPLY NEUTRAL ONLY, THIS MAY BE REDUCED TO 30".

MULTIPLE COMMUNICATION/ SIGNAL TYPE ATTACHMENT



DATE: OCTOBER, 1992

REVISIONS JULY, 2001

JU&C7

FOOTNOTES TABLE 1:

1. Where the height of a building or other installation does not permit service drops to meet these values, the clearances over residential driveways only may be reduced to the following:

	FEET:
a. Service drops limited to 300 V to ground	12.5
b. Service drip loops limited to 300 V to ground	10.5
c. Service limited to 150 V to ground	12.0
d. Drip loops only of service limited to 150 V to ground	10.0

2. Where the height of a building or other installation does not permit service drops to meet these values, the clearances may be reduced to the following:

	FEET:
a. Service drops, including drip loops, limited to 300 V to ground	10.5
b. Service drops, including drip loops, limited to 150 V to ground	10.0

3. Spaces and ways subject to pedestrians or restricted traffic only are those areas where equestrians, vehicles, or other mobile units, exceeding 8ft. in height, are prohibited by regulation or permanent terrain configurations or are otherwise not normally encountered or reasonably anticipated.

4. Where a supply or communication line along a road is located relative to fences, ditches, embankments, etc., so that the ground under the line would not be expected to be traveled except by pedestrians, the clearance may be reduced to the following values:

	FEET:
a. Insulated communications cables, neutrals, guys, and multiplex supply cables limited to 150 V to ground	9.5
b. Multiplex supply cables limited to 300 V to ground	12.5

5. This clearance may be reduced to 13 ft. for communication conductors and guys.

6. Where this construction crosses over or runs along alleys, driveways, or parking lots, this clearance may be reduced to 15 ft.

7. For controlled impoundments, the surface area and corresponding clearances shall be based upon the design high water level. For other waters, the service area shall be that enclosed by its annual high water mark, and clearances shall be based on the normal flood level. The clearance over rivers, streams, and canals shall be based upon the largest surface area of any 1 mi. long segment, which includes the crossing. The clearance over a canal, river, or stream normally used to provide access for sailboats to a larger body of water shall be the same as that required for the larger body of water.

9. For the purpose of this rule, trucks are defined as any vehicle exceeding 8 ft. in height. Areas not subject to truck traffic are areas where truck traffic is not normally encountered or not reasonably anticipated.

10. Communication cables and conductors may have a clearance of 15 ft. where poles are back of curbs or other deterrents to vehicular traffic.

Note: Footnote 8 and 11 were intentionally omitted

FOOTNOTES TABLE 1: (cont'd)

12. Where the U.S. Army Corps of Engineers, or the state or the surrogate thereof has issued a crossing permit, clearance of that permit shall govern.
13. For controlled impoundments, the surface area and corresponding clearance shall be based upon the design high water level. For other waters, the surface area shall be that enclosed by its annual high water mark, and clearances shall be based upon the largest surface area of any one mile long segment that includes the crossing. The clearance of a canal, river or stream normally used to provide access for sailboats to a larger body of water shall be the same as required for the larger body of water.
14. Where an over water obstruction restricts vessel height to less than the following:

Surface Area (Acres)	Reference Vessel Height (Feet)
less than 20	16
20 to 200	24
200 to 2000	30
over 2000	36

The required clearances may be reduced by the difference between the reference vessel height given above and the over water obstruction height, except that the reduced clearance shall not be less than that required for the surface area on the line crossing side of the obstruction.

The vertical clearance shall be maintained with the conductor at final sag and at the following condition whichever results in the greater vertical sag:

1. 32° F, no wind, with radial thickness of ice of 1/4 inch for medium loading and no ice for light loading.
- Or
2. The maximum conductor for which the line is designed to operate, if greater than 120° F.(120° F for all neutrals)


Note:

All clearances shown are design clearances under specified conditions, not measured clearances under ambient conditions.

VOLTAGES ARE PHASE TO GROUND FOR EFFECTIVELY GROUNDED CIRCUITS				
NATURE OF SURFACE UNDERNEATH WIRES, CONDUCTORS, OR CABLES	INSULATED COMMUNICATION CONDUCTORS AND CABLE; MESSENGERS; GROUNDED GUYS; SYSTEM NEUTRAL (IN FEET)	DUPLEX, TRIPLEX, & QUADRAPLEX CABLE WITH GROUNDED GUYS; GROUNDED NEUTRAL 0 - 750 VOLTS (IN FEET)	OPEN WIRE SECONDARY CONDUCTORS 0 - 750 VOLTS (IN FEET)	OPEN WIRE CONDUCTORS OVER 750 VOLTS TO 22KV (IN FEET)
WHERE WIRES, CONDUCTORS, OR CABLE CROSS OVER OR OVERHANG				
1. TRACK RAILS OF RAILROADS	23.5	24	24.5	26.5
2. ROADS, STREETS, AND OTHER AREAS SUBJECT TO TRUCK TRAFFIC. (SEE NOTE 9.)	15.5	16	16.5	18.5
3. DRIVEWAYS, PARKING LOTS, AND ALLEYS	15.5 (SEE NOTES 1 AND 6)	16 (SEE NOTES 1 AND 6)	16.5 (SEE NOTE 1)	18.5
4. OTHER LAND TRAVERSED BY VEHICLES SUCH AS CULTIVATED, GRAZING, FOREST, ORCHARD, ETC.	15.5	16	16.5	18.5
5. SPACES OR WAYS SUBJECT TO PEDESTRIAN OR RESTRICTED TRAFFIC ONLY. (SEE NOTE 3.)	9.5	12 (SEE NOTE 2)	12.5 (SEE NOTE 1)	14.5
6. WATER AREAS NOT SUITABLE FOR SAILBOATS OR WHERE SAILBOATS ARE PROHIBITED. (SEE NOTE 12.)	14	14.5	15	17
7. A) WATER AREAS (NOT REGULATED BY CORPS OF ENGR.) SUITABLE FOR SAILBOATS, INCLUDING LAKES, PONDS, RESERVOIRS, TIDAL WATERS, RIVERS, STREAMS, AND CANALS WITH AN UNOBSTRUCTED SURFACES AREA OF: A. LESS THAN 20 ACRES B. 20 TO 200 ACRES C. 200 TO 2000 ACRES D. OVER 2000 ACRES (SEE NOTES 12, 13, & 14.)	17.5 25.5 31.5 37.5	18 26 32 38	18.5 26.5 32.5 38.5	20.5 28.5 34.5 40.5
7. B) WATER AREAS REGULATED BY CORPS OF ENGINEERS (SEE NOTE 7)	52	55	55	55
8. PUBLIC OR PRIVATE LAND AND WATER AREAS POSTED FOR RIGGING OR LAUNCHING SAILBOATS.	CLEARANCE ABOVE GROUND SHALL BE 5 FEET GREATER THAN IN 7. ABOVE, FOR THE TYPE OF WATER AREAS SERVED BY THE LAUNCHING SITE.			
WHERE WIRES, CONDUCTOR, OR CABLES RUN ALONG AND WITHIN THE LIMITS OF HIGHWAY OR OTHER ROAD RIGHT-OF-WAY BUT DO NOT OVERHANG THE ROADWAY				
9. ROADS, STREET, OR ALLEYS	15.5 (SEE NOTES 6 AND 10)	15.5 (SEE NOTES 6)	16.5	18.5
10. ROADS IN RURAL DISTRICTS, WHERE IT IS UNLIKELY THAT VEHICLES WILL BE CROSSING UNDER THE LINE.	15.5 (SEE NOTES 4 AND 5)	14.0 (SEE NOTES 4)	14.5 (SEE NOTES 4)	16.5

*ALWAYS REFER TO THE LATEST NESC
(REFERENCE NESC RULE 232, 2007 EDITION, FOR ADDITIONAL INFORMATION)

VERTICAL CLEARANCES OF WIRES, CONDUCTORS, AND CABLES ABOVE GROUND, ROADWAYS, RAILS, OR WATER

	REVISIONS JULY, 2002	TABLE 1
DATE: OCTOBER, 1992		

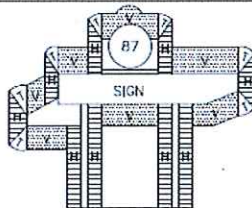
FOOTNOTES TABLE 2:

1. Where a building, sign, chimney, antenna, tank, or other installation does not require maintenance such as painting, washing, changing of sign letters, or other operations which would require persons to work or pass between supply conductors or unguarded rigid live parts and structures, the clearance may be reduced by 2 ft.
3. A roof, balcony, or area is considered readily accessible to pedestrians if the means of access is through a doorway, ramp, window, stairway, or permanently mounted ladder. A permanently mounted ladder is not considered a means of access if its bottom rung is 8 ft. or more from the ground or other permanently installed accessible surface.
4. The required clearances shall be to the closest approach of motorized signs or moving portions of installations.
5. For the purpose of this rule, trucks are defined as any vehicle exceeding 8 ft. in height.
6. This clearance may be reduced to 3 in. for the grounded portions of the guys.
7. Windows not designed to open may have the clearance permitted for the walls and projections.
8. The horizontal clearance shall not be less than 3.5' plus the displacement of the conductor by a 6 lb/ft² wind at 60° F, final sag.
9. The horizontal clearance shall not be less than 4.5' plus the displacement of the conductor by a 6 lb/ft² wind at 60° F, final sag.
10. Where available space will not permit this value, the clearance may be reduced to 7.0 ft. for conductors limited to 8.7 KV to ground.

Note: Footnote 2 was intentionally omitted.



H - HORIZONTAL CLEARANCE
T - TRANSITIONAL = VERTICAL (ARC)



V - VERTICAL CLEARANCE

VOLTAGES ARE PHASE TO GROUND FOR EFFECTIVELY GROUNDED CIRCUITS

CLEARANCE FROM:	INSULATED COMMUNICATION CONDUCTORS AND CABLES; MESSENGERS; GROUNDED GUYS; NEUTRAL CONDUCTORS (IN FEET)	MULTIPLEX SUPPLY CABLE 0 - 750 VOLTS (IN FEET)	OPEN WIRE CONDUCTORS 0 - 750 VOLTS (IN FEET)	UNGUARDED RIGID LIVE PARTS, OVER 750 VOLTS TO 22 KILOVOLTS (IN FEET)	OPEN WIRE CONDUCTORS OVER 750 VOLTS TO 22 KILOVOLT (IN FEET)
1. BUILDINGS					
A. HORIZONTAL					
(1) TO WALLS, PROJECTIONS, AND GUARDED WINDOWS.	4.5 (SEE NOTE 6)	5.0 (SEE NOTE 1)	5.5 (SEE NOTE 1 & 8)	7.0 (SEE NOTE 1)	7.5 (SEE NOTE 1,9,&10)
(2) TO UNGUARDED WINDOWS. (SEE NOTE 7)	4.5	5.0	5.5 (SEE NOTE 1 & 8)	7.0	7.5 (SEE NOTE 9 & 10)
(3) TO BALCONIES AND AREA ACCESSIBLE TO PEDESTRIANS. (SEE NOTE 3)	4.5	5.0	5.5 (SEE NOTE 8)	7.0	7.5 (SEE NOTE 9 & 10)
B. VERTICAL					
(1) OVER OR UNDER ROOF OR PROJECTIONS NOT READILY ACCESSIBLE TO PEDESTRIANS. (SEE NOTE 3)	3.0	3.5	10.5	12.0	12.5
(2) OVER OR UNDER BALCONIES AND ROOFS READILY ACCESSIBLE TO PEDESTRIANS. (SEE NOTE 3)	10.5	11.0	11.5	13.0	13.5
(3) OVER ROOFS ACCESSIBLE TO VEHICLES, BUT NOT SUBJECT TO TRUCK TRAFFIC. (SEE NOTE 5)	10.5	11.0	11.5	13.0	13.5
(4) OVER ROOFS ACCESSIBLE TO TRUCK TRAFFIC. (SEE NOTE 5)	15.5	16.0	16.5	18.0	18.5
2. SIGNS, CHIMNEYS, BILLBOARDS, RADIO AND TELEVISION ANTENNAS, TANKS, AND OTHER INSTALLATIONS NOT CLASSIFIED AS BUILDINGS OR BRIDGES.	4.5	5.0	5.5	7.0	7.5
A. HORIZONTAL; (SEE NOTE 4)					
(1) READILY ACCESSIBLE					
(2) NOT READILY ACCESSIBLE	3.0	3.5	5.5 (SEE NOTES 1 & 8)	7.0	7.5 (SEE NOTE 1,9,&10)
B. VERTICAL					
(1) OVER OR UNDER CATWALKS AND OTHER SURFACES UPON WHICH PERSONNEL WALK.	10.5	11.0	11.5	13.0	13.5
(2) OVER OR UNDER OTHER PORTIONS OF SUCH INSTALLATIONS.	3.0	3.5	6.0 (SEE NOTE 1)	7.5	8.0

*ALWAYS REFER TO THE LATEST NESC
(REFERENCE NESC RULE 232, 2007 EDITION, FOR ADDITIONAL INFORMATION)

**CLEARANCES OF WIRES, CABLES, AND UNGUARDED RIGID
LIVE PARTS ADJACENT BUT NOT ATTACHED TO
BUILDINGS AND OTHER INSTALLATIONS EXCEPT BRIDGES**



DATE: OCTOBER, 1992

REVISIONS JULY, 2001

TABLE 2

**AMENDMENT NO. 2 TO
INTERGOVERNMENTAL
PARTICIPANT CONTRACT**

This Amendment No. 2 to Intergovernmental Participant Contract (the "Amendment"), effective as of June 30, 2018 (the "Effective Date"), by and among each of the 52 political subdivisions of the State of Georgia or other governmental bodies formed under the laws of the State of Georgia (each a "Participant," and collectively, the "Participants"), which are "Participants" of Electric Cities of Georgia, Inc. ("ECG") pursuant to ECG's Bylaws (capitalized terms used herein but not defined shall have the meaning set forth in that certain Intergovernmental Participant Contract, dated as of February 1, 2013, as amended and supplemented, including, without limitation, as supplemented by certain Supplemental Contracts (Pole Attachment Service), between ECG and certain Participants, and the Supplemental Contract Special Provisions respecting the Pole Attachment Services (PAS) set forth in Exhibit B to the Contract (together, the "Supplemental PAS Terms"); (the "Contract"), among the Participants);

WHEREAS, the Participants desire that certain amendments be made to the Contract respecting the Supplemental PAS Terms; and

WHEREAS, the Contract, pursuant to Section 403 thereof, may be amended with the written approval of 75% of the Participants that would be affected by such amendment ("Affected Participants") using the weighted vote methodology set forth in such section;

NOW, THEREFORE, for and in consideration of the mutual benefits to be derived by the Affected Participants, the Affected Participants do hereby agree as follows:

1. PAS Amendment. Exhibit A-12 is added to the Contract in lieu of the Supplemental PAS Terms, which are incorporated into and amended by the terms of such Exhibit.

2. Voting Procedures to Evidence Approval of Amendments. In order to properly administer the approval voting process provided for in Section 403 of the Contract, there shall be a signature page hereto for each Affected Participant and each such page shall list each such Participant's applicable weighted vote as an Affected Participant and provide a method for each such Participant to indicate (a) whether or not this Amendment is approved. On or about June 1, 2018, ECG, with advice of counsel, shall determine if all or any of the amendments provided for herein have received sufficient indications of approval by the Affected Participant. Upon approval of any or all such amendments, ECG shall finalize Revised Exhibit A-12 in accordance herewith and provide copies thereof along with a summary of the outcome of the voting process described herein.

3. The Contract Remains in Full Force and Effect. Except as specifically set forth in this Amendment, the terms and provisions of the Contract, as previously amended, and the Contract as a whole, remain in full force and effect.

4. Counterparts. This Amendment may be executed in multiple counterparts, and any one of such counterparts shall be considered an original hereof.

IN WITNESS WHEREOF, each Affected Participant executing this Amendment has caused this Amendment to be executed in its corporate name by its duly authorized officers and its corporate seal to be hereunto impressed and attested, and delivery hereof by such Participants to each other, through their instrumentality ECG, is hereby acknowledged, all as of the day and year first above written.

[Signature Pages Begin on Next Page]

PARTICIPANT: City of Fairburn

Check the Blank Below to Approve the Indicated Amendment

<input checked="checked" type="checkbox"/>	PAS Exhibit Amendment
--	-----------------------

City of Fairburn

By: _____

Print Name: _____

Print Title: _____

Attest: _____

Print Name: _____

Print Title: _____

(SEAL)

[SIGNATURE PAGE TO
AMENDMENT NO. 2 TO
INTERGOVERNMENTAL
PARTICIPANT CONTRACT]

Exhibit A-12 (New Service)

To the Intergovernmental
Participant Contract (IPC)
Among the Participants
Respecting Electric Cities of
Georgia, Inc. (ECG)

Effective as of July 1, 2018

Pole Attachment Services (PAS)

The Pole Attachment Service (PAS) is an umbrella Service, including components formerly operated under the Exhibit B- Supplemental Contract Special Provisions of the IPC. Such components are now part of this Exhibit A-12 PAS Service offering and include:

Service Description

Pole Attachment Service (PAS) provides the following, subject to the hereinafter defined PAS Participant requests, directs and needs:

- Manage and assist with enforcement Joint Use and Attachment Agreements (substantially similar to the statewide master agreement) with cable and telephone companies and other attachees
- Assist with enforcement of late transfer fees, pole removal fees, make-ready reimbursements, or any other expenses covered by the Licensee per the terms of PAS Participant agreements
- Create and maintain NJUNS (National Joint Utilities Notification System) tickets
- Handle permits, including engineering and make-ready cost estimates
- Prepare or assist with invoicing to Licensees, to the extent requested by PAS Participant
- Improve the safety and appearance of PAS Participant system by notifying the appropriate Licensee of safety violations and pole transfers

Cost Allocation Methodology

The Annual Costs for the PAS Service ("PAS Annual Costs") shall be allocated to each Participant confirming its agreement to receive such PAS Service for a Fiscal Year (together, the "PAS Participants") pursuant to the methodology set forth below. Over and under recoveries related to such PAS Service shall be allocated on the same basis with no true up for the PAS Participants average hours utilized during the applicable Fiscal Year.

PAS Annual Costs shall be allocated to each PAS Participant based upon the percentage of hours worked by ECG staff for PAS Services for each PAS Participant divided by the ECG staff total hours worked for all PAS Participants during the applicable period. Actual hours used in the PAS Annual Costs allocation will be based on calendar year information. In order to determine PAS Annual Costs for a "new" PAS Participant, that has no existing actual hour data, ECG will estimate its expectation of such PAS Participants' hourly usage by assigning it an average number of hours worked each calendar year (CY) for which a full CY of actual data is not available. The new PAS Participant will be assigned to one of the four Tiers set forth below based on its number of pole attachments. The hours for each Tier will be determined for each CY based on the average of actual hours for existing PAS Participants with the corresponding number of pole attachments within each Tier.

Tiers	# of Attachments (Min)	# of Attachments (Max)
Tier A	-	2,000
Tier B	2,001	5,000
Tier C	5,001	10,000
Tier D	10,001	999,999

The Tier requirements and data may be adjusted from time to time with Board approval.

Implementation of New Cost Allocation Methodology

The new cost methodology described above for the PAS Service will be phased-in over an initial five (5) Fiscal Years (FY) as described below:

Cost Allocation Method	FY19	FY20	FY21	FY22	FY23
Old (FY18)	80%	60%	40%	20%	0%
New (FY19 & Beyond)	20%	40%	60%	80%	100%

PAS Participants

Beginning July 1, 2018, PAS Annual Costs will be calculated using the CY Actual Hours for each PAS Participant up to a maximum of a rolling 5 years. The first year of actual hourly data available is CY 2017 (CY17).

The following table defines the billing methodology for calculating the PAS Annual Costs.

Time Period	Fiscal Year		Year 1	Year 2	Year 3	Year 4	Year 5
July 1, 2018 - June 30, 2019	FY19		CY17 Actual				
July 1, 2019 - June 30, 2020	FY20	Average of 2 Years	CY18 Actual	CY17 Actual			
July 1, 2020 - June 30, 2021	FY21	Average of 3 Years	CY19 Actual	CY18 Actual	CY17 Actual		
July 1, 2021 - June 30, 2022	FY22	Average of 4 Years	CY20 Actual	CY19 Actual	CY18 Actual	CY17 Actual	
July 1, 2022 - June 30, 2023	FY23	Average of 5 Years	CY21 Actual	CY20 Actual	CY19 Actual	CY18 Actual	CY17 Actual
July 1, 2023 - June 30, 2024	FY24	Average of 5 Years	CY22 Actual	CY21 Actual	CY20 Actual	CY19 Actual	CY18 Actual

The new cost methodology will be fully implemented beginning in FY23, so the five-year rolling average of actual hours will be in effect.

For PAS Participants joining PAS after July 1, 2018, ECG will estimate its expectation of such PAS Participants' hourly usage by assigning it an average number of hours worked each calendar year (CY) based on actual hours for existing PAS Participants in the applicable Tier. Such PAS Participant's Annual Costs will be determined using the combination of Tiered & Actual data (i.e. FY19 summary shown below) based on the FY during which such Participant joins PAS.

Time Period	Join In Fiscal Year		Year 1	Year 2	Year 3	Year 4	Year 5
July 1, 2018 - June 30, 2019	FY19		2017 Tier				
July 1, 2019 - June 30, 2020		Average of 2 Years	2018 Tier	2017 Tier			
July 1, 2020 - June 30, 2021		Average of 3 Years	CY19 Actual	2018 Tier	2017 Tier		
July 1, 2021 - June 30, 2022		Average of 4 Years	CY20 Actual	CY19 Actual	2018 Tier	2017 Tier	
July 1, 2022 - June 30, 2023		Average of 5 Years	CY21 Actual	CY20 Actual	CY19 Actual	2018 Tier	2017 Tier
July 1, 2022 - June 30, 2024		Average of 5 Years	CY22 Actual	CY21 Actual	CY20 Actual	CY19 Actual	2018 Tier

With Board approval, ECG may add additional components to the PAS Service from time to time.



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: MCI POLE ATTACHMENT AGREEMENT

(X) AGREEMENT () POLICY / DISCUSSION () CONTRACT
() ORDINANCE () RESOLUTION () OTHER

Submitted: 9/10/2018

Work Session: 9/24/2018

Council Meeting: 9/24/2018

DEPARTMENT: Electric

BUDGET IMPACT: Will produce revenue from attachment fees, amount to be determined by number of attachments, which is unknown at this time

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to approve a Pole Attachment Agreement with MCI METRO Access Transmission Services Corp. (MCI)

HISTORY: This is a statewide agreement similar to those currently in place with Comcast, Charter Communications and Mediacom for the attachment of cable and/or aerial fiber to city owned poles.

FACTS AND ISSUES: MCI has already submitted six requests to deploy fiber, both aerial and underground, in Fairburn. The aerial requests are on hold pending the execution of the Attachment Agreement. These agreements dictate where and how those attachments can be made, how they must be maintained, and provide Fairburn a rental fee for the space used on each pole.

ADMINISTRATOR'S COMMENTS:

RECOMMENDED ACTION: For City Council to authorize the Mayor to approve the Pole Attachment Agreement with MCI METRO Access Transmission Services Corp.


Elizabeth Carr-Hurst, Mayor

**POLE ATTACHMENT LICENSE AGREEMENT
FOR DISTRIBUTION POLES**

DATED AS OF

August 1, 2018

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POLE ATTACHMENT LICENSE AGREEMENT FOR DISTRIBUTION POLES

PREAMBLE

THIS AGREEMENT ("Agreement"), effective as of this 1st day of August, 2018 ("Effective Date"), by and between the undersigned municipal electric provider (the "Electric Provider"), and MCImetro Access Transmission Services Corp (the "Licensee"), referred to collectively as "**Parties**," and individually as "**Party**";

WHEREAS, the Electric Provider and Licensee desire to enter into a pole attachment license agreement for the use of Electric Provider's poles, erected or to be erected within the area in which both Parties render service in the State of Georgia, to be consistent with the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and other consideration set forth herein the adequacy of which is acknowledged, the Parties hereto for themselves, their successors and assigns do hereby agree to the following terms and conditions:

ARTICLE 1 - SCOPE OF AGREEMENT

A. This Agreement shall be in effect in the area in which both of the Parties render service in the State of Georgia, and shall cover all distribution poles now existing or hereafter erected in the above territory when said poles are brought under this Agreement in accordance with the procedure hereinafter provided.

B. Electric Provider reserves the right for good cause to exclude from use any of its facilities for objective reasons of safety, reliability, capacity, and generally applicable engineering standards.

ARTICLE 2 – EXPLANATION OF TERMS

A. For the purpose of this Agreement, the following terms shall have the following meanings:

"Actual Costs" means all costs, including, but not limited to, the costs of materials, labor, engineering, supervision, overheads, transportation and contractor fees, when used in lieu of Electric Provider labor. Electric Provider Actual Costs shall be verifiably comparable to the cost Electric Provider pays for similar work to its own facilities.

"Actual Inventory" is defined in Article 11.A hereof.

"Annual Adjustment Factor" is defined in Article 11.B.

"Application" means the process described in Article 4 hereof used by the Licensee to receive Electric Provider's permission to install initial facilities, or to add additional facilities outside the Licensee's allocated twelve inches (12") of space on Electric Provider's poles, as provided herein. The form used for the Application process is identified as Appendix A and is included as a part of this Agreement.

"Attachment" means any wire, line or apparatus attached to a Pole, including, cables, Service Drops, power supplies, amplifiers, pedestals, bonding wires, Overlashings, guy wires and anchors required to support unbalanced loads. A single Attachment includes the vertical space consisting of a total of twelve inches (12") either above or below, but not both, the bolted Attachment. Where only one bolted Attachment is affixed to the Electric Provider's Pole, and service wires and/or "J-Hooks" are located within the same twelve inches (12") occupied by the bolted Attachment, such locations shall be counted as a single Attachment for Rental Fee purposes. Each bolted Attachment shall constitute a second Attachment for billing purposes without respect to the separation from the through-bolt. Notwithstanding anything to the contrary herein, there shall be no annual Rental Fee for Overlashings.

"Clearance Space" means the space on the Pole below the point where horizontal wire or horizontal cable equipment may not be installed in accordance with the Specifications. For purposes of this definition, "horizontal" means spanning from Pole to Pole or extending more than three feet (3') from the surface of the Pole.

"Contact Person" is defined in Article 18.

"Cost in Place" means the cost of the bare pole, labor to install the pole and associated overheads, including engineering.

"Effective Date" is defined in the Preamble.

"Electric Provider" is defined in the Preamble.

"Force Majeure Event" is defined in Article 26.C.

"Initial Inventory" means an Actual Inventory of Licensee's Attachments completed within one (1) year of the Effective Date of this Agreement, which will confirm the total number of Licensee's Attachments, a summary of obvious non-conforming Attachments and any pending Licensee Transfers to Electric Provider poles.

"Initial Safety Inspection" means a safety inspection of Electric Provider poles to identify and remediate non-conforming Attachments (e.g. NESC violations) and other safety conditions on Electric Provider poles, performed after the Effective Date.

"Joint User" means a person or entity that is currently occupying or reserving space on Electric Provider's Poles, and has a right to attach to a Pole or anchor owned, controlled, or otherwise operated by Electric Provider in return for granting Electric Provider equivalent rights of Attachment or occupancy to poles and/or anchors, which the Joint User owns.

"J-Hook" is a screw-like threaded item used to make attachments. The item resembles the letter "J".

"Licensed Pole" means a pole for which Licensee has a valid and effective permit to locate and maintain an Attachment to the terms of this Agreement.

"Licensee" means the party having the right under this Agreement to make and maintain Attachments on an Electric Provider Licensed Pole as defined in the Preamble.

"Licensee Transfer Date" is defined in Article 6.E.

"Make Ready" means all work necessary or appropriate to make space for or otherwise accommodate new, additional or changed Attachments, including, but not limited to, necessary or appropriate Rearrangements, removal and replacement of the pole, Transfers and other work incident thereto.

"Make Ready Costs" means all costs necessary for Electric Provider, and other existing parties on the applicable Pole, to prepare the Poles for Licensee's new, additional or modified Attachments, including, but not limited to, the costs of materials, labor, engineering, supervision, overheads, and tree trimming costs. Engineering includes design, proper conductor spacing and bonding, calculations to determine proper ground clearances and pole down guy and anchor strength requirements for horizontal and transverse loading, and compliance with all applicable requirements. Also included among Make Ready Costs are the costs of installing or changing out primary Poles, secondary Poles and drop and lift poles, including the cost of installation and/or removal of guys, anchors, stub poles, materials and equipment, temporary construction and all other construction in accordance with the technical requirements and specifications as outlined in this Agreement. Electric Provider Make Ready Costs shall be verifiably comparable to the cost Electric Provider pays for similar Make Ready Work to its own facilities. Make Ready Costs do not include any costs associated with correcting existing violations of the Electric Provider, or others attached to Electric Provider's Pole.

"Make Ready Estimate" means the estimate prepared by Electric Provider for all Make Ready Work that may be required by Electric Provider to accommodate Attachment(s) by Licensee.

"Make Ready Work" means all work required by Electric Provider or others attached to the Pole to accommodate Attachment(s) by Licensee.

"NESC" is defined in Article 3.

"Outside Party" is defined as persons or entities not party to this Agreement.

"Overlashing" means affixing an additional cable or wire owned and operated by Licensee to a cable or wire owned and operated by Licensee already attached to a Pole. Licensee shall not allow third party Overlashing without Electric Provider's prior approval or Overlashing to Unauthorized Attachments.

"Parties" is defined in the Preamble.

“Pole” or “pole” means a wooden, concrete or steel structure owned, controlled, or otherwise operated by Electric Provider to support distribution lines and related facilities of Electric Provider, including drop and lift poles.

“Rental Fee,” “rental fee,” “Rental” or “rental” means the annual amount per billable Attachment (as defined herein) that Licensee must pay to Electric Provider pursuant to Article 11 of this Agreement.

“Rearrangement” means the moving of Licensee Attachments, the Electric Provider’s equipment or a third party’s equipment from one position to another on the same Pole.

“Referee” is defined in Article 19.B.

“Service Drop” means a Licensee wire or other facility used to connect to a customer’s location from an Electric Provider pole.

“Specifications” is defined in Article 3 hereof.

“Transfer” means the removal of Attachments from one Pole and the placement of such Attachments or substantially identical Attachments upon another Pole.

“Unauthorized Attachment” means any affixation of any Licensee Attachment to Electric Provider Poles, which has not been authorized as required by this Agreement.

“Unauthorized Attachment Fee” means the fee to be paid by Licensee for each Unauthorized Attachment.

“Vertical Attachment” is defined in Article 4.A.5(b).

B. The following rules of interpretation apply to this Agreement and are by this reference incorporated into this Agreement:

(a) the word “or” is not exclusive and the words “including” or “include” are not limiting;

(b) the words “hereby,” “herein,” “hereof,” “hereunder” or other words of similar meaning refer to the entire document in which it is contained;

(c) a reference to any agreement or other contract includes permitted supplements, amendments and restatements;

(d) a reference to a law includes any amendment or modification to such law and any rules or regulations promulgated thereunder or any law enacted in substitution or replacement therefore;

(e) a reference to singular includes plural and vice-versa and each gender includes the other;

(f) a reference to days, months, or years refers to calendar days, months, and years, unless business days are specified;

(g) Article and Section headings and table of contents are only for reference and are not to be considered in interpreting this Agreement;

(h) a reference to an Article, Section, Appendix, Exhibit or Schedule which does not specify a particular document is to the relevant Article, Section, Appendix, Exhibit or Schedule of the document containing the reference;

(i) a reference to an Article includes all Sections and subsections contained in such Article, and a reference to a Section or subsection includes all subsections of such Section or subsection;

(j) All terms not otherwise defined herein will have the meaning commonly ascribed thereto in the relevant industry;

(k) "\$" or "dollars" refers to United States dollars; and

(l) The word "will" has the same meaning as "shall".

ARTICLE 3 - SPECIFICATIONS

A. The use of the Poles covered by this Agreement shall be in conformity with all applicable provision of the following (the "Specifications"): (1) Section 5 "Joint Use and Clearances" of the Electric Cities of Georgia Inc. Construction Assembly Specifications (a copy of which is attached hereto as Schedule 3 and incorporated herein by this reference) as it applies to Licensee's Attachments, and subsequent revisions thereof; and (2) requirements of the National Electrical Safety Code (2012) of The Institute of Electrical and Electronics Engineers, Incorporated and subsequent revisions thereof ("NESC"). Where there is a disagreement between Specifications, the applicable NESC Specifications shall apply. Modifications of, additions to, or construction practices supplementing wholly or in part the requirements of the Specifications shall, when accepted in writing by both Parties hereto, likewise govern the Licensee's use of Poles, and when so accepted shall be included within the term "Specifications". Any revision to the Specifications shall apply on a prospective basis, except as otherwise required by the NESC or any applicable law. No Application is necessary to correct safety violations or comply with applicable Specifications.

B. Each Party shall keep its Attachments in safe condition and in thorough repair. Licensee's Attachments shall be identified consistent with the Georgia Overhead Marking Standards as adopted by the Georgia Utilities Coordinating Council. Attachments previously in place on Electric Provider's Poles shall be so identified by Licensee as regular or emergency work occurs or at the next system rebuild opportunity, but not later than five (5) years from the Effective Date of this Agreement. Licensee shall be responsible for periodically inspecting its Attachments to ensure they have permanent identification markers. After the fifth year, should Electric Provider encounter any of Licensee's Attachments without permanent identification markers, Electric Provider may notify Licensee, provided that Electric Provider can identify the Attachments as belonging to Licensee. If the markers are not placed within sixty (60) days of such notice, then Electric Provider may install the necessary markers, and Licensee shall reimburse Electric Provider for the cost of such work.

ARTICLE 4 - ESTABLISHING ATTACHMENTS TO POLES

Before Licensee shall make use of Electric Provider's Poles under this Agreement, it shall submit an Application, as required herein. The Application shall be sent either (i) by electronic mail with electronic mail "read" receipt obtained, (ii) hand delivery or (iii) by being deposited in the United States mail with proper postage and properly addressed to the person receiving the Application. When transmittal is by hand or U.S. mail, the Licensee will also send an electronic mail message, return receipt requested, to Electric Provider as notice that the Application was hand-delivered or sent by the U.S. mail.

Notwithstanding the foregoing, Licensee shall not be required to submit an Application for Overlashing. In lieu of submitting an Application, Licensee shall notify Electric Provider five (5) business days prior to any Overlashing. Said notice shall be provided in the form of Appendix A containing the necessary engineering data to confirm that the proposed Overlashing complies with the Specifications. Licensee's Overlashing shall be compliant with the Specifications. Licensee will be responsible for all Make Ready Costs for Poles on which Licensee's facilities were not compliant at the time of the Overlashing, or as a result of the Overlashing, i.e., Make Ready that would have been necessary hereunder had the Licensee submitted an Application for the applicable Overlashing. Licensee will not be responsible for any Make Ready Costs attributable to non-compliant conditions caused by the Electric Provider or others if the Overlashed Poles were out of compliance prior to any such Overlashing. Licensee shall not be responsible for inspection fees where Make Ready is not required. Licensee shall also notify and coordinate rearrangements with all other Outside Parties when a proposed Overlashing impacts attachments of affected Outside Parties.

A. APPLICATION AND NOTIFICATION PROCEDURE

1. Except in connection with (i) the placement of Service Drops, (ii) Pole Transfers, (iii) the installation of power supplies, amplifiers or risers, (iv) Overlashing, (v) correcting noncompliance, (vi) removals or (vii) any other written Electric Provider requested action of the Licensee, Licensee must submit to Electric Provider an Application for any Licensee construction on Electric Provider Poles (including reconstruction of existing Pole lines) that involves the placement of new Attachments.

2. Licensee shall submit a completed Application on the form attached hereto and identified as Appendix A, and all supporting data in accordance with said Application, or such other form as may be mutually agreed upon, specifying fully, to the extent applicable, the information shown on Appendix A.

Application Fee – Except as to installation of new Electric Provider Poles where none currently exist, as provided for in Article 7.A., Licensee shall be charged in the amount of fifty dollars (\$50) for each Application submitted under this Agreement. Electric Provider shall keep a cumulative annual total of Application Fees and invoice Licensee for such Application Fees annually, along with the annual Rental Fees. The invoice provided for herein shall be paid by the Licensee simultaneously with its payment of the annual Rental Fees. Failure to include all pertinent information relating to the Application set forth in Appendix A will result, at the Electric Provider's option, in the returning of the Application to Licensee unapproved or holding the Application until the required documentation is

received. Electric Provider will make timely and reasonable efforts to contact Licensee should its Application be incomplete.

Inspection Fee – Except for any work required by Electric Provider, including, but not limited to, Transfers and rearrangements done at the request of Electric Provider or a third party, road improvement projects, and the installation of new Poles where none currently exist, Licensee shall reimburse Electric Provider for the Actual Costs incurred by Electric Provider in performing necessary field inspections and preparation of an estimate of the Make Ready Costs of each Pole covered in the Appendix A. The Electric Provider will provide, as a deliverable for the above inspection fees, a Pole inspection report with appropriate data as the Parties may agree upon. Licensee shall reimburse Electric Provider for such costs within forty-five (45) days of receipt of the invoice from Electric Provider.

Timeframes:

- a) If Licensee's Application includes ten (10) or less Poles, Electric Provider shall approve, approve with conditions (e.g., if Make Ready is required), or deny Licensee's Application within fourteen (14) days after the receipt of a completed Application.
- b) If Licensee's Application includes between eleven (11) and one-hundred (100) Poles, Electric Provider shall approve, approve with conditions, or deny Licensee's Application within thirty (30) days.
- c) If Licensee's Application includes more than one-hundred (100) Poles, the Parties shall negotiate a mutually-agreeable Application processing period for processing Licensee's Application.

If Licensee's Application is approved or if Licensee's Application is not rejected within the applicable period specified above, the Application will be considered approved and the Licensee shall have the right to place Attachments on such Pole(s) as provided in this Agreement. If Licensee's Application is conditionally approved, Electric Provider shall include a Make Ready Estimate with its response. If the Electric Provider rejects the Application in whole or in part, the Electric Provider will specify the reason(s). The Application shall be rejected only for good cause, as provided for in Article 1.

3. The Make Ready Estimate shall offer sufficient detail so that Licensee can readily identify the components of the proposed Make Ready Work and shall reflect costs that are verifiably comparable with Electric Provider Actual Costs. If necessary, the Licensee shall request clarification on the Make Ready Cost before requesting the Electric Provider to commence Make Ready Work. The Electric Provider's total charges shall be consistent with Article 7 herein (will not exceed 120% of the estimate), unless such additional costs are caused by changes in Licensee's plans from the original permit.

4. Electric Provider shall complete Make Ready Work on Applications involving ten (10) or less Poles within thirty (30) calendar days of receipt of Licensee's written acceptance of the Make Ready Estimate for such Make Ready Work. Electric Provider shall complete Make Ready Work, if applicable, on permits involving between eleven (11) and one-hundred (100)

Poles within sixty (60) days of receipt of Licensee's written acceptance of the Make Ready Estimate for such Make Ready Work, if applicable. In the event Make Ready Work on Application involves more than one-hundred (100) Poles, the Parties shall negotiate a mutually-agreeable period for completing such Make Ready Work. Licensee may request expedited handling of Electric Provider's work, and Licensee shall be responsible for the additional Actual Costs incurred by Electric Provider for such expedited processing. To the extent it has the authority to do so, Electric Provider shall cause all other Licensees or Joint Users to similarly expedite the completion of all Make Ready Work. Licensee shall make payment for Electric Provider's Make Ready Work within forty-five (45) days of the written acceptance.

5. Electric Provider shall provide written notice to Licensee no later than three (3) business days following the completion of Make Ready Work. Upon receipt of notice by Licensee from Electric Provider that the Make Ready work has been completed, the Licensee shall have the right hereunder to place its Attachments in accordance with the terms of the Application and this Agreement (including Article 3 herein). If the Licensee fails to initiate construction within one (1) calendar year from the Electric Provider's notice of completion of Make Ready Work, the Electric Provider may, in its sole discretion, deem the Application approval terms and conditions outlined in the Appendix A null and void, and require the submission of another Application, along with engineering fees necessary to reimburse the Electric Provider for revised engineering and cost estimates, in the event Licensee still desires to attach to the Poles originally approved for attachment. Where field conditions preclude such compliance (e.g., when the Licensee's construction is delayed), Licensee shall notify the Electric Provider prior to construction. Licensee shall provide written notice to Electric Provider no later than fifteen (15) business days following the completion of Licensee's work so that Electric Provider may perform its inspection of Licensee's new or modified Attachments to Electric Provider's Pole. Upon completion of the post inspection, Electric Provider will provide the Licensee an inspection report.

- a) Any Service Drop that is placed by the Licensee on an Electric Provider Pole shall be subject to all the terms and provisions of this Agreement, except as expressly provided in this Agreement, including in Article 2.
- b) Licensee, without following the Application procedure, may utilize Clearance Space below its Attachments, for terminals, risers, power supplies or other vertical Attachments extending horizontally from the Pole no more than three feet (3'), and such use does not interfere with the Electric Provider's operations or the operations of other Licensees or Joint Users presently attached to the Pole, and is otherwise compliant with the terms of this Agreement (including the Specifications) ("Vertical Attachment"). Any such Vertical Attachments will be subject to all other provisions of this Agreement, except that Licensee shall owe no Rental Fees for such Vertical Attachments.
- c) Licensee and Electric Provider shall each place, Transfer and rearrange its own Attachments and shall place guys and anchors to sustain any unbalanced loads caused by its Attachments. Anchors and guys shall be in place and in effect prior to the installation of Attachments and cables. Each Party shall, with due diligence, attempt

at all times to execute such work promptly and in such manner as not to interfere with the service of the other Party.

- d) The cost of making Attachments on existing Poles as provided herein, including the making of any necessary Pole replacements, shall be borne by the Parties hereto in the manner provided in Article 7.
- e) Licensee's Attachment shall automatically be continued under the terms of this Agreement if any one of the following circumstances applies:
 - (i) Licensee's Attachment was licensed under the terms of a prior pole attachment agreement; or
 - (ii) Licensee had Attachments on the Pole either licensed or unlicensed as of the Effective Date;
- f) This Agreement shall be deemed as settlement with respect to unpaid amounts owed to Electric Provider under prior pole attachment agreements or liability of the Licensee for trespass, unjust enrichment or other actions in law or equity by Electric Provider for unlicensed Pole Attachments or safety or other code violations, except that Licensee shall correct any non-compliance with the Specifications, as applicable and as provided herein.

ARTICLE 5 - RIGHT OF WAY FOR LICENSEE'S ATTACHMENTS

While the Electric Provider and Licensee will cooperate as far as may be practicable in obtaining right-of-way for both parties on Licensed Poles, the Electric Provider does not warrant or assure to the Licensee any right-of-way privileges or easements on, over or across streets, alleys and public thoroughfares, and private or publicly owned property, and if the Licensee shall at any time be prevented from placing or maintaining its Attachments on the Electric Provider's Poles, no liability on account thereof shall attach to the owner of the Poles.

Electric Provider shall maintain pole line right-of-way clearances according to Electric Provider's standard procedures, except with respect to Make Ready. Licensee is responsible for providing right-of-way clearances outside of Electric Provider's standard clearance practices at its own expense.

ARTICLE 6 - MAINTENANCE OF POLES AND ATTACHMENTS

A. The Electric Provider shall maintain all Poles in a safe and serviceable condition and in accordance with the Specifications, and shall replace, reinforce or repair Poles as they become defective. Licensee acknowledges that Poles and related items carry hazardous voltages, deteriorate over time and may contain various hazardous chemicals or properties. Licensee shall instruct and equip its personnel, including its employees, contractors and other agents, of the hazards associated with working on Electric Provider's Poles, and Licensee will provide necessary training and equipment for its representatives to safely execute their work on Electric Provider's Poles. Prior to working on a Pole, Licensee shall, through visual inspection and reasonable effort, make an assessment that the pole is in safe working condition. If Licensee

believes that a pole contains non-compliant or unsafe conditions, Licensee shall promptly notify Electric Provider of any existing substandard condition (i.e., physical, mechanical or electrical, etc.), that jeopardizes either the general public or workman safety, and Electric Provider will cause the existing condition to be promptly corrected. Licensee will insure that contractors will comply with provisions of this Agreement. Electric Provider does not warrant, guarantee, or imply that any Pole abandoned by Electric Provider possesses sufficient mechanical strength as required by or for any use of Licensee.

B. When replacing a Pole carrying terminals of aerial cable, underground connection, or transformer equipment, the new Pole shall be set in the same hole which the replaced Pole occupied, or immediately adjacent, and in a manner to facilitate Transfer of Attachments, unless special conditions make it desirable to set it in a different location. Replacement Poles where risers (dips) are installed should be set as close as possible to the existing Pole. The Electric Provider will make reasonable effort to conduct a joint field review or otherwise coordinate with Licensee to determine the location of the proposed Pole. Reasonable effort will be made to coordinate locations of risers and Service Drops with the locations of the power facilities serving the customer.

C. Except during restoration efforts after natural disasters, such as a Force Majeure events, whenever it is necessary to replace or relocate a Licensed Pole, the Electric Provider shall, before making such replacement or relocation, give written notice thereof of not less than thirty (30) days for five (5) poles or less and sixty (60) days for six (6) poles or more (except in case of emergency, when verbal notice will be given and subsequently confirmed in writing) to the Licensee, specifying in such notice the time of such proposed replacement or relocation, and the Licensee shall at the time so specified Transfer its Attachments to the new or relocated Pole. On highway relocation projects, the schedule for Transfers shall be consistent with the "utility adjustment schedule" and any subsequent revisions or with any other schedule issued by the appropriate authority governing a highway relocation project.

1. An alternate method of notification (as opposed to the above described written method of notification) may be used when mutually agreed upon by both Parties. The electronic notification system of Pole Transfer request, provided by the National Joint Utilities Notification System ("NJUNS"), may be used as the notification required by this article. As a prerequisite for use of this system, both Parties shall have and properly utilize the necessary electronic equipment and correct NJUNS member codes as provided by each Party to the other and as required by NJUNS for this system and mutually agree to its use as a substitute for the written notice of Transfers required under this Article 6. MCIGA

D. Transfer of Licensee's Attachments by the Electric Provider shall be effected in accordance with Schedule 1 hereof, as agreed to by the Parties.

E. Should the Licensee fail to Transfer its Attachments to the newly Licensed Pole after the date specified for such Transfer of Attachments and after all third party and Electric Provider responsible Transfers have been accomplished to the extent necessary for Licensee to affect its facilities Transfer, whichever is later ("Licensee Transfer Date"), the parties will have the following rights, in addition to any other rights and remedies available under this Agreement:

The Licensee shall pay the Electric Provider the following amounts until the Licensee has Transferred its Attachments and notified the Electric Provider in writing or through NJUNS that the Transfer has been accomplished: (a) five dollars (\$5) per Pole per calendar day beginning with the 61st day after the Licensee Transfer Date and through and including the 240th calendar day after the Licensee Transfer Date, (b) ten dollars (\$10) per Pole per calendar day (instead of five dollars (\$5)) beginning with the 241st calendar day after the Licensee Transfer Date. In addition, the cost incurred by the Electric Provider to return to the job site and remove the old Pole will be paid by the Licensee. Notwithstanding the above, Licensee shall not be subject to penalties where Electric Provider has not used the correct NJUNS member code, as provided by the Licensee, to notify Licensee of the clearance to Transfer Attachments. In cases of Transfer requests with incorrect NJUNS member codes, the Licensee shall make reasonable efforts to route to the appropriate party. In the event the Licensee notifies the Electric Provider that the Transfer has been accomplished and the Electric Provider returns to the job site to remove the old Pole and discovers that the Transfer has not been made, then the Licensee will pay the Electric Provider's cost of the trip to and from the job site. The intent of this paragraph is to ensure timely Transfers and minimize situations of two (2) or more Poles needlessly remaining at the same location for extended periods of time. Transfer penalties shall not apply during the first six (6) months after the completion of the Initial Inventory.

F. Each party shall at all times maintain all of its Attachments in accordance with the Specifications in Article 3, except as provided in Article 8.

ARTICLE 7 - DIVISION OF COSTS

A. **NEW POLES INSTALLED WHERE NONE CURRENTLY EXIST.** Whenever Electric Provider requires new Pole facilities within the Licensee's service territory for any reason, including an additional Pole line, an extension of an existing Pole line, or in connection with the reconstruction of an existing Pole line, it shall make a best effort to notify Licensee to that effect in writing (verbal notice subsequently confirmed in writing may be given in cases of emergency) stating the proposed location of the new Pole. In the case of emergency, the Licensee will preliminarily respond verbally on an expedited basis that it does or does not want to attach its Attachments and will generally describe its planned Attachments. Within a reasonable period (not to exceed fifteen (15) business days) after the receipt of such written notice, the Licensee shall submit an Application. If Licensee chooses to attach to a newly installed Pole(s) and requires more than the twelve inches (12") of space on such pole, the Licensee shall pay the incremental cost of the required new pole. If in connection with the construction of a Pole(s) the Licensee makes the payment required by this paragraph, then the Licensee shall in the future be entitled to attach on such Electric Provider's Pole(s) even if the Pole(s) does not at that time become a Licensed Pole.

B. **ADDITIONAL MID-SPAN POLE.** A Pole, including all appurtenances or fixtures, erected between Poles to provide sufficient clearance and furnish adequate strength to support the circuits of both the Electric Provider and the Licensee, which would have been unnecessary except solely due to Licensee's use, shall be erected at the sole expense of the Licensee, or in the case of multiple Licensees on the Licensed Pole, the cost shall be equally divided among all Licensees or Joint Users requiring the mid-span Pole.

C. PAYMENTS DO NOT AFFECT OWNERSHIP. Any payments for Poles made by the Licensee under any provisions of this Article shall not entitle the Licensee to the ownership of any part of said Poles for which it has contributed in whole or in part.

D. REPLACEMENT OF EXISTING POLES. Where an existing Pole is replaced for maintenance purposes, Electric Provider shall erect a Pole adequate for the existing Attachments and Attachments for which Applications have been delivered, unless such Application is denied in accordance herewith, and the Electric Provider will pay all the costs of installing the replacement Pole. Licensee will pay to replace its existing Attachments. The replaced Pole shall be removed and retained by Electric Provider.

1. A Pole larger than the existing Pole, which is installed to replace an existing Pole, the extra height or strength of which is due wholly to the Electric Provider's requirements, such as providing service, normal maintenance, or keeping the Electric Provider's wires clear of trees, shall be erected at the sole expense of the Electric Provider. The Electric Provider shall bear the full expense of replacing or Transferring all the Electric Provider's Attachments, and the Licensee shall bear the full expense of replacing or Transferring all the Licensee's Attachments.

2. For a Pole larger than the existing Pole, which is installed to replace an existing Pole, the extra height or strength of which is due wholly to the Licensee's requirements, including Licensee's requirements as to keeping the Licensee's wires clear of trees, the Licensee shall pay to the Electric Provider the Make Ready Cost of the new Pole.

3. For a Pole larger than the existing Pole, which is installed to replace an existing Pole, the extra height or strength of which is due wholly to a Joint User's requirements such as providing service, correcting a safety violation or keeping the Joint User's wires clear of trees, the Joint User shall pay all of the Make Ready Cost of the new Pole, including any costs associated with replacing or Transferring Licensee's Attachments.

4. Except as to existing contracts with Joint User, in the case of a Pole larger than the existing Pole, which is installed to replace an existing Pole, the extra height or strength which is due to the requirements of all parties on the pole, such as when the parties share responsibility for correcting a safety violation, the difference between the Cost in Place of such Pole and the Cost in Place of the existing Pole shall be shared equally by the Licensee and the Electric Provider, and other third parties, if applicable, the rest of the cost of erecting such Pole to be borne by the Electric Provider. The Electric Provider and Licensee shall replace or Transfer all Attachments at their own expense.

E. RESPONSIBILITY FOR OWN ATTACHMENTS. Each party shall place, maintain, rearrange, Transfer and remove its own Attachments at its own expense except as otherwise expressly provided herein.

F. SERVICE DROPS. Where an existing Pole is replaced by a taller one to provide the necessary clearance for the Licensee's Service Drop, the Licensee shall pay to the Electric Provider the installed cost of the new Pole plus the labor costs of replacing or Transferring of the Attachments on the existing Pole and the cost to remove the existing Pole, minus any salvage value to the Electric Provider.

G. PAYMENT BASIS. Payments made under the provisions of this Article may be based on the estimated or Actual Cost as mutually agreed upon (including overhead) of making such changes but in no event, however, shall either Party be required to pay for such changes more than 120% of the Estimated Cost supplied by the other if such cost estimate shall have been requested and furnished before the changes were made.

H. UTILITIES INSTALLING LARGER POLES FOR UTILITY'S FUTURE USE. In the event the Electric Provider installs a Pole larger than is initially required for Electric Provider's and Licensee's use in anticipation of Electric Provider's future requirements or additions, the additional space provided by Electric Provider shall be reserved for Electric Provider's sole use. Licensee may request documentation to validate the need for future space.

ARTICLE 8 - SAFETY INSPECTIONS

A. INSPECTION PERFORMANCE. Within a reasonable time, not to exceed two (2) years after the Effective Date of this Agreement, the Parties, along with other attachers, shall jointly perform a safety inspection to identify any safety violations of all parties on the Poles ("Initial Safety Inspection"), including Electric Provider and Joint Users. Following the Initial Safety Inspection, and not more than once every five (5) years thereafter, Electric Provider may perform periodic system-wide safety inspections of Electric Provider Poles, including Licensee Attachments, upon six (6) months' advance written notice to Licensee. Such notice shall describe the scope of the inspection and provide Licensee with an opportunity to participate. Licensee and Electric Provider, and other attachers to Licensed Poles, shall share equally in the Initial Safety Inspection cost whether the Initial Inspection is performed by the Electric Provider or a third party contractor. In the event the Initial Safety Inspection or any subsequent safety inspection is performed by a third party contractor, the Licensee shall have the right to seek bids from third party contractors prior to the inspection and propose such bids to Electric Provider. Electric Provider will not be required to use any third party contractor proposed by the Licensee, provided that any third party contractor used by the Electric Provider to perform any inspection shall charge no more than the lowest qualified bid proposal (in Electric Provider's reasonable discretion) provided by the Licensee. For inspections performed after the Initial Inspection, Licensee will pay a pro-rata share of the Electric Provider's inspection costs and will incur its own costs to participate in such periodic safety inspections. The Licensee's pro-rata share of Electric Provider's cost will be equal to the percentage of the total violations caused by Licensee's Attachments as identified during the inspection.

B. CORRECTIONS. In the event any Licensee facilities are in violation of the Specifications and such violation poses an imminent danger to persons or property and is discovered ("Imminent Danger Violation"), Licensee shall correct such violation immediately. Should Licensee fail to correct such Imminent Danger Violation after notice, the Electric Provider may correct the Imminent Danger Violation and bill Licensee for the Actual Costs

incurred. Licensee shall not be subject to any safety violation penalties pursuant to the Initial Safety Inspection provided that Licensee corrects any safety violation that is not an Imminent Danger Violation (a "Non-Imminent Danger Violation") discovered during the Initial Safety Inspection within eighteen (18) months of the documentation and reporting of the unsafe conditions. Following the Initial Safety Inspection, if any Attachment of the Licensee is found to be a Non-Imminent Danger Violation of Article 3 herein, and Licensee has caused the violation, Licensee shall have sixty (60) days to correct any such violation upon written notice from Electric Provider, or within a longer, mutually agreed-to time frame if correction of the violation is not possible within sixty (60) days, such extended time to be not more than an additional sixty (60) days. Notwithstanding the foregoing grace periods, in the event Electric Provider or an Outside Party prevents Licensee from correcting a Non-Imminent Danger Violation, the timeframe for correcting such violation shall be extended to account for the time during which Licensee was unable to correct the violation due to such Electric Provider or Outside Party's action. Licensee will not be responsible for the costs associated with violations caused by others. In all circumstances, all of the Parties on the Pole will work together to maximize safety while minimizing the cost of correcting any such deficiencies, but the Licensee shall be responsible for the full cost of any necessary or appropriate corrective measures associated with violations caused by Licensee, including removal and replacement of the Pole and all Transfers or other work incident thereto. Licensee shall insure that its employees, agents, contractors or other Outside Parties, which Licensee causes to work on Electric Provider Poles, will be notified of pending, unresolved Poles requiring corrective actions prior to activities on such Poles, and Licensee shall not allow unqualified or improperly equipped personnel to work on such Poles.

1. If any Attachment of the Electric Provider is found to be in violation of Specifications and Electric Provider has caused the violation, then the parties will work together to minimize the cost of correcting any such deficiencies, but the Electric Provider shall be responsible for the full cost of any necessary or appropriate corrective measures, including removal and replacement of the Pole and all Transfers or other work incident thereto.
2. If one or more Outside Party's Attachment caused the violation, then such Outside Party shall pay the corrective costs incurred by all who have Attachments on the Pole, including for the Licensee, Electric Provider and any other attachers; and the Electric Provider will make reasonable effort to cause the Outside Party to make such payment.
3. If there exists a violation of Specifications and it cannot be determined which party on the Pole, including Joint User, caused such violation or there is a mixture of the parties causing the violation, then the parties will work together to minimize the cost of correcting any such deficiencies, and all parties and Outside Parties who may have caused such violation will share equally in such costs; provided, however, that if a Party can modify its Attachments so that they no longer may be a cause of the violation or deficiency, then such Party may elect to make such modification instead of otherwise sharing in such costs. Such a modification shall not relieve a Party from sharing in such costs if the Party making the modification could have been a cause of any deficiency that remains.

C. **PENALTIES.** Electric Provider may impose a penalty in the amount of one hundred (\$100) dollars for any violation caused by the Licensee that is not corrected within the applicable time period after written notice from the Electric Provider or within the alternative time-period agreed to by the Parties. In the event an Imminent Danger Violation is discovered, Licensee shall correct such violation immediately, and, in any case, in no more than twenty-four (24) hours, except as otherwise agreed to by the Parties. Should Licensee fail to correct such Imminent Danger Violation within twenty-four (24) hours after notice or such alternative time period, the Electric Provider may correct the violation and bill Licensee for the Actual Costs incurred.

ARTICLE 9 - UNAUTHORIZED ATTACHMENTS

Except in the case of Service Drops, if any Attachment or Overlashing made after the Initial Inventory, as described in Article 11, is identified for which the Application requirements (as set forth herein), or notification requirements as provided for in Article 4, have not been satisfied ("Unauthorized Attachment"), then the Licensee shall pay to the Electric Provider a one-time fee of one hundred dollars (\$100) per Unauthorized Attachment. No Unauthorized Attachment Fee shall apply to Service Drops. Licensee shall also correct any safety violations caused by Service Drop Attachments and the Unauthorized Attachment.

ARTICLE 10 - ABANDONMENT OF LICENSED POLES

A. To the extent permitted by law, if the Electric Provider desires at any time to abandon any Licensed Pole, it shall, except in the event of required Transfers as provided in Article 6, give the Licensee notice in writing to that effect at least sixty (60) days prior to the date on which it intends to abandon such Pole. If, at the expiration of sixty (60) days, the Electric Provider shall have no Attachments thereon, but Licensee has not removed its Attachments, such Pole shall thereupon become the property of the Licensee, as is, and the Licensee shall save harmless the Electric Provider from all obligation, liability, damages, cost, expenses or charges incurred thereafter, and not arising out of anything occurring prior to the transfer of ownership. Electric Provider shall further evidence transfer of title to the Pole by appropriate means. Credit shall be allowed for any payments which the Licensee may have made under the provisions of Article 7 when the Pole was originally set, provided the Licensee furnishes proof of such payment.

B. The Licensee may at any time abandon a Licensed Pole by removing any and all Attachments it may have thereon and by giving written notice thereof.

ARTICLE 11 - POLE ATTACHMENT RENTAL FEES

A. The Parties intend that the Initial Inventory shall commence within one year of the Effective Date of the Agreement. Additionally, not more often than once every five (5) years after the Initial Inventory, unless otherwise mutually agreed by the parties, subsequent inventories of Attachments shall be made by representatives of the parties to determine the number of Licensee's Attachments to Electric Provider Poles ("Actual Inventory"). Electric Provider shall provide three (3) months' advance written notice prior to the Initial Inventory and any subsequent Actual Inventory describing the scope of the Inventories so that Licensee may

plan and fully participate in and budget for such Inventories. In addition, Licensee shall have the right to seek bids from third party contractors for any such Inventories and propose such bids to Electric Provider. Electric Provider will not be required to use any third party contractor proposed by the Licensee, provided that any third party contractor used by the Electric Provider to perform any Inventory shall charge no more than the lowest qualified bid proposal (in Electric Provider's reasonable discretion) provided by the Licensee. Notwithstanding anything to the contrary herein, there shall be no annual Rental Fee for Overlashings.

B. Unless prevented by the provisions of a third party agreement, Actual Inventories and Initial Inventories shall include all Outside Parties attached to Electric Provider's Poles. Where multiple Outside Parties are included in the inventory, all participating Outside Parties shall incur a prorated share of the cost of performing the Actual Inventory, based on the number of Attachments each attacher has on Electric Provider's Poles. For a year in which there is no Actual Inventory, the number of Licensee's Attachments used in calculating the Rental Fees shall be based on (i) twice the number of new Licensee Attachments that Licensee has placed during the prior year (once for the year installed and once for the year of invoice period), (ii) the number of Licensee Attachments for which Licensee was charged in the previous year, and (iii) an Annual Adjustment Factor for Service Drops (the "Annual Adjustment Factor"). For the first five (5) years of the Agreement, the Annual Adjustment Factor shall be 2% of the Attachments billed in the prior year (prior year's Attachments times 102%). After subsequent Actual Inventories, the Annual Adjustment Factor shall be recalculated to reflect the average number of Service Drops installed since the last inventory.

C. For a year for which there is an Actual Inventory, the Rental Fees provided for herein shall be based on the Actual Inventory and the following adjustments shall be made:

1. The difference between the number of Licensee Attachments found by the Actual Inventory for the year in question and the number of Attachments for which Licensee was most recently invoiced for Pole Attachment Rental Fees shall be prorated evenly based on the assumption that such Licensee Attachments were added evenly over the period since the last Actual Inventory.

2. If the number of Licensed Attachments in the previous annual rental invoice is less than the number of Licensed Attachments found by the Actual Inventory, then Licensee shall be entitled to a pro-rata refund from the Electric Provider or a credit to the Licensee.

3. In accordance with Article 11, the Initial Inventory pole count shall establish a baseline number of Poles to which Licensee is attached with the Licensee having no liability for any back rent or other fees that might be assessed by the Electric Provider.

D. The applicable computation of payments and calculations as above provided shall be made on or about December 1st of each year for the next year's Rental Fees, each Party acting in cooperation with the other.

E. Pole Attachment Rental Fees due from Licensee to Electric Provider shall be as indicated in Schedule 2. The undisputed Pole Attachment Rental Fee herein provided shall be paid by Licensee within forty-five (45) days after Licensee's receipt of the invoice.

F. The Parties acknowledge and agree that the Rental Fees, and some of the terms and conditions of this Agreement, are the result of a settlement between the Parties for the period prior to the Effective Date. These rates are not necessarily a reflection of the actual costs of the Parties.

G. SPECIFIC RENTAL RATES. See Schedule 2.

ARTICLE 12 – DEFAULTS AND DISPUTES

A. In the event of a dispute regarding any compliance or non-compliance with the provisions of Article 3 of this Agreement, including which Party is responsible for any non-compliance and what corrective action, if any, is necessary or appropriate to remedy any such non-compliance, or in the event either Party deems an event of default has taken place and prior to engaging in the formal default provisions in this Agreement, the appropriate representatives of the Licensee and Electric Provider, as identified in Article 18, shall meet in person or on the telephone to attempt to resolve the matter in good faith within ten (10) business days of the initial request of either Party to meet.

B. In the absence of resolution of a default in accordance with Article 12.A., the aggrieved Party may provide a notice of default to the other Party in writing. Upon receipt of such notice of default, the defaulting Party shall either work diligently and cooperatively with the non-defaulting Party to correct such default or present sufficient evidence that a default does not exist or is not the fault of the defaulting Party. If such default shall continue for a period of forty-five (45) days after such notices, either Party may, at its sole discretion and option, terminate this Agreement, or, if Licensee is the defaulting Party, deny future Attachments and/or remove the Attachments of Licensee at Licensee's expense. Notwithstanding the foregoing, the cure periods may be extended upon mutual agreement of the Parties if a cure is not reasonably possible within the time frames specified above.

C. Without limiting the effect of the immediately preceding paragraph, if after reasonable notice or any cure periods set out herein, Licensee shall default in the performance of any work it is obligated to do under this Agreement, the Electric Provider may elect to do such work, and the Licensee shall reimburse the Electric Provider for the cost thereof. Electric Provider shall notify the Licensee in advance of its intent to do the work and the approximate cost of doing such work. Failure on the part of the Licensee to make such a payment, as set forth in Article 17 herein, shall, at the election of the Electric Provider, constitute a default under Section B of this Article 12.

ARTICLE 13 - RIGHTS OF OTHER PARTIES

A. If Electric Provider, prior to the execution of this Agreement, received or conferred upon others, not parties of this Agreement ("Outside Parties"), by contract or otherwise, rights or privileges to attach to, and/or reserve space on any of its Poles covered by this Agreement, nothing herein contained shall be construed as affecting said rights or privileges with respect to existing Attachments of such Outside Parties, which Attachments shall continue in accordance with the present practice. All future Attachments of such Outside Parties shall be in accordance with the requirements of the following paragraph, except where such Outside

Parties have, by agreements entered into prior to the execution of this Agreement, acquired enforceable rights or privileges to make Attachments which do not meet such space allocations. Electric Provider shall derive all of the revenue accruing from such Outside Parties. Any contractual rights or privileges of Outside Parties recognized in this paragraph shall include renewals of or extensions of the term (period) of such contracts.

B. In the event any Pole or Poles of Electric Provider to which Licensee has made its Attachments would, but for the Attachments of Licensee, be adequate to support additional facilities desired by Electric Provider, Electric Provider's subsidiary or affiliate, or by a Joint User with whom Electric Provider has a prior agreement and which Joint User is either occupying space or has requested to attach or reserve space on such Pole(s) prior to the placement of Licensee's Attachment on such Pole(s), then Electric Provider shall notify Licensee of any changes necessary to provide an adequate Pole or Poles and Electric Provider or Joint User will reimburse Licensee for the costs thereof. Should Licensee submit a request to make a new Attachment on a Pole that a Joint User is not already attached to but on which the Joint User has reserved space, Electric Provider will provide notice of such space reservation to Licensee, provided that Electric Provider has such knowledge on or prior to the date of Licensee's Attachment request.

C. If Electric Provider desires to confer upon Outside Parties, by contract or otherwise, rights or privileges to attach to any of its Poles covered by this Agreement, it shall have the right to do so, provided all Attachments of such Outside Parties are made in accordance with the following: (1) such Attachments shall be maintained in conformity with the requirements of Specifications, and (2) such Attachments shall not be located within the space allocation of Licensee. Electric Provider shall derive all of the revenue accruing from such Outside Parties.

D. Except as to Joint Users already attached to Electric Provider's Poles, for any rights and privileges granted under this Article to Outside Parties, Electric Provider shall make good faith efforts to have the Licensee paid by an Outside Party in connection with Outside Party Make Ready.

E. Except as to Joint Users already attached to Electric Provider's Poles, in no event will Licensee be responsible for any Make Ready costs incurred for the benefit of an Outside Party, and such costs shall immediately be reimbursed to Licensee from such Outside Party.

F. The Electric Provider will make good faith efforts to have the Licensee paid by an Outside Party in connection with Outside Party Make Ready.

ARTICLE 14 - ASSIGNMENT OF RIGHTS

The rights conferred by this Agreement may be transferred by the Licensee to any successor in interest that has or is contemporaneously granted a franchise, if any, by the applicable franchise authority upon written notice to the Electric Provider. Except as otherwise provided in this Agreement, including the immediately prior sentence, Licensee shall not assign or otherwise dispose of this Agreement or any of its rights or interests hereunder, or in any of the Licensed Poles, or the Attachments or rights-of-way covered by this Agreement, to any firm,

corporation or individual, without the written consent of the Electric Provider, which consent shall not be unreasonably withheld or delayed, except to the United States of America or any agency thereof; provided, however, that nothing herein contained shall prevent or limit the Licensee's right to mortgage any or all of its property, rights, privileges, and franchises, or lease or transfer any of them to another corporation organized for the purpose of conducting a business of the same general character, or to enter into any merger or consolidation; and, in case of the foreclosure of such mortgage or in case of lease, transfer, merger, or consolidation, its rights and obligations hereunder shall pass to, and be acquired and assumed by, the purchaser at foreclosure, the transferee, lessee, assignee, merging or consolidating company, as the case may be; and provided further that, subject to all of the terms and conditions of this Agreement, Licensee may permit any corporation conducting a business of the same general character as that of such Party, and owned, operated, leased and controlled by it, the use of all or any part of the space reserved hereunder on any Pole covered by this Agreement for the Attachments used by such Party in the conduct of its said business; and for the purpose of this Agreement, all such Attachments maintained on any such Pole by the permission as aforesaid of Licensee shall be considered as the Attachments of Licensee and the rights, obligations and liabilities of such Party under this Agreement, with respect to such Attachments, shall be the same as if it were the actual owner thereof.

ARTICLE 15 - WAIVER OF TERMS OR CONDITIONS

The failure of either Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

ARTICLE 16 - PAYMENT OF TAXES

Each Party shall pay all taxes and assessments lawfully levied on its own property upon said Licensed Poles, and the taxes and the assessments which are levied on said Licensed Poles shall be paid by the owner thereof, but any tax, fee, or charge levied on Electric Provider's Poles solely because of their use by the Licensee shall be paid by the Licensee, except for any such tax, fee, or charge levied by Electric Provider, excluding any tax, fee, or charge hereunder or any business use tax related to franchise or franchise agreement.

ARTICLE 17 - BILLS AND PAYMENT FOR WORK

A. Upon the completion of work performed hereunder by either Party, the expense of which is to be borne wholly or in part by the other Party, the Party performing the work shall present to the other Party within ninety (90) days after the completion of such work an itemized statement of the costs, and such other Party shall, within forty-five (45) days after such statement is presented, pay to the Party doing the work such other Party's proportion of the cost of said work.

B. All amounts to be paid by either Party under this Agreement shall be due and payable within forty-five (45) days after receipt of an itemized invoice. Except as provided in Article 17.C below, any payment not made within forty-five (45) days from the due date shall bear interest at the rate of 1.5% per month until paid, or if 1.5% exceeds the maximum rate

allowed by law, then at the maximum rate allowed by law. If a Party bills the interest provided for in this paragraph but then receives a payment showing that the payment was timely made, the billing Party will write off and cancel the interest.

C. A Party receiving a bill may, in good faith and for good cause, dispute the amount or adequacy of substantiation for the bill. In the event that a Party so disputes only a portion of a bill, then such Party shall promptly pay the undisputed amount. In the event of such dispute, the Parties shall meet, by telephone or in person, within ten (10) business days of a dispute being raised to discuss the disputed item and establish a procedure for addressing the disputed amount in accordance with this Agreement. Upon resolution of the dispute, if the amount and substantiation were correct and sufficient, interest will be paid on the unpaid balance from the date of the initial bill at the rate of 1.5% per month until paid, or if 1.5% exceeds the maximum rate allowed by law, then at the maximum rate allowed by law; but, if the amount was not correct or substantiation was not sufficient, no interest will be payable unless the amount determined to be correct is not paid within forty-five (45) days of receipt of substantiation and determination of the correct amount.

D. Except as to the rental fees, the fees specified in this Agreement shall be subject to an annual escalator equal to the change in the most recent twelve month's Handy Whitman Index for the South Atlantic Region, Account 364, Poles, Towers and Fixtures.

ARTICLE 18 - NOTICES

A. Except as otherwise provided in this Agreement, all notices and writings shall be made to the following people ("Contact Person(s)"), who from time to time may be changed by written notice:

Licensee Contact Information:

MCI METRO Access Transmission Services Corp
Attn: Sr. Manager, Network Contract Services
Network Contract Management
400 International Parkway, Area C
Richardson, TX 75081
VZB.Contracts.Notice@one.verizon.com

With a copy to (except for invoices):

Verizon Business Network Services Inc.
Attention: Vice President & Deputy General Counsel
1320 North Courthouse Road, 9th Floor
Arlington, Virginia 22201

Please send bills and invoices to the following address:

Verizon

Attn: Contract Admin

6929 N Lakewood Ave.

MD-5.3.4008

Tulsa, OK 74117

Electric Provider Contact Information:

Name

Title

Company

Address

Phone Number

Email Address

Facsimile Number

All Applications and payments hereunder to Electric Provider hereunder shall be made to the following, who from time to time may be changed by written notice:

Electric Provider Contact Information:

Name

Title

Company

Address

Phone Number

Email Address

Facsimile Number

- A. By written notice pursuant hereto, a Party may from time to time specify a person in lieu of the person designated in Section A above to receive notices or writings with respect to specified matter(s) and/or geographic area(s), in which case such notices or writings shall be sent to that person as to such matter(s) and area(s).
- B. Response to any notice or Application shall be made to the sender rather than to the person designated in Section A or B above.
- C. Unless otherwise provided in this Agreement, any notice shall be in writing or in person with prompt additional written notification.
- D. A second copy of any notice given under Article 12 or Article 20 of Agreement, shall be given to the following persons, who may from time to time be changed by written notice:

Licensee:

MCI METRO Access Transmission Services Corp
Attn: Sr. Manager, Network Contract Services
Network Contract Management
400 International Parkway, Area C
Richardson, TX 75081
VZB.Contracts.Notice@one.verizon.com

With a copy to (except for invoices):

Verizon Business Network Services Inc.
Attention: Vice President & Deputy General Counsel
1320 North Courthouse Road, 9th Floor
Arlington, Virginia 22201

Electric Provider:

Name
Title
Company
Address

Phone Number
Email Address
Facsimile Number

With a copy to:

Company
Address

Phone Number
Email Address
Facsimile Number

- E. The Parties will develop and maintain a joint form designating the people to whom notices shall be given pursuant to the foregoing.

Except as otherwise noted, all notices, requests, demands and other communications hereunder shall be in writing and shall be delivered personally with a receipt evidencing delivery, sent by certified mail or nationally recognized overnight courier, in each case addressed to the appropriate Party at the address for such Party shown above or at such other address as such Party shall have previously designated by written notice delivered to the Party giving such notice. Except as otherwise permitted, any notice given in accordance herewith shall be deemed to have been given and received when delivered to the addressee, which delivery may be evidenced by signed receipt of the addressee given to the courier or postal service.

ARTICLE 19 - RESOLUTION OF CERTAIN DISPUTES

A. In the event of a dispute regarding any compliance or non-compliance with the provisions of Article 3 of this Agreement, including which Party is responsible for any non-compliance and what corrective action, if any, is necessary or appropriate to remedy any such non-compliance, then the Parties shall each arrange for a representative to make a joint field visit to the Pole location to investigate whether a violation exists and if so, any corrective action needed and the Party or Parties responsible. The Parties will make a diligent and good faith effort to resolve such disputes at the local level by the Parties' respective local engineers and local managers.

B. If the Parties are unable to resolve any such dispute at the local level, then either Party may submit the matter for resolution to a "Referee," as defined below, for binding resolution. A matter will be submitted to the Referee by sending a letter (by mail, hand-delivery or facsimile) to the Referee, with a copy provided to the other Party's representative who was involved in the attempt to resolve the dispute and the other Party's representative designated pursuant to Article 18.A or Article 18.B before or concurrently with the transmission of the letter to the Referee. The letter will include a summary of the dispute and will designate the Party's Contact Person for the dispute. The other Party will promptly respond with a letter similarly sent and copied that provides such Party's summary of the dispute and designates such Party's Contact Person for the dispute.

C. If the Parties mutually agree to do so, instead of proceeding under Section B above, the Parties may submit any dispute to the Referee by jointly sending the Referee a letter that includes a summary of the dispute and designates each Party's Contact Person for the dispute.

D. The Referee will make such investigation as deemed appropriate in his or her discretion, which will include hearing from each Party's Contact Person. The Referee may, but is not required to, engage in such other procedures or hearing as the Referee deems appropriate. The Parties will cooperate with the Referee.

E. The Referee will promptly issue a binding decision (to the extent permitted by law) in writing to the Parties, from which there will be no appeal. The Party whose position is not upheld by the Referee (which determination may be made by the Referee if requested to do so) will be required to pay for the Referee's fees and expenses. If both Parties' positions are upheld in part, they will share the Referee's fees and expenses equally. The Parties agree to be bound to pay the Referee's fees and expenses as provided herein.

F. The Referee will be appointed as follows:

1. Each Party will appoint an outside engineer and these two (2) engineers will appoint a third outside engineer or other qualified person (the "Referee") to serve as the Referee.

2. In the event that the two (2) engineers so appointed are unable within fourteen (14) days to agree upon a third outside engineer or other qualified person who is willing and able to serve as the Referee, then the Referee will be appointed as follows:

Three (3) names will be blindly drawn from the list of persons then comprising the NESC committee whose work is most closely related to the dispute (e.g., Clearances Committee or Strength and Loading Committee), or such other group as may be mutually agreed upon. Each Party will strike one such name and the remaining person will serve as the Referee. If the Parties strike the same name, then the Referee will be selected from the remaining two (2) names by coin toss. If the NESC committee member so selected is unwilling or unable to serve as Referee, then this procedure will be repeated (starting with the blind drawing of three different names as provided above) as necessary until a Referee is selected who is willing and able to serve as Referee. If all committee member names of the NESC committee first selected are exhausted without a Referee being appointed who is willing and able to serve as Referee, then the Parties will repeat the above-described procedure with the next NESC committee whose work is most closely related to the dispute, and so on until a Referee is selected who is willing and able to serve as Referee.

G. Nothing herein shall preclude the Parties from entering into any other mutually agreeable dispute resolution procedure or from changing by mutual written agreement any aspect of the foregoing procedure. Without limiting the generality of the foregoing, the Parties may by mutual written agreement remove, replace or appoint a Referee at any time.

H. The Parties agree, that if any dispute or problem in connection with the administration of this Agreement cannot be resolved at lower levels, communications between the following will be permitted and engaged in, in good faith on an expedited basis: Between a responsible senior officer with settlement authority of Electric Provider and a responsible senior officer with settlement authority of Licensee; and, if not resolved by them, between such persons' superiors, if any. If either Electric Provider or Licensee reorganizes or changes titles, the equivalent person for such Party shall perform the above functions. Notwithstanding the foregoing, neither Party shall be precluded from seeking any other available legal remedy at any time.

ARTICLE 20 - TERM OF AGREEMENT

A. This Agreement shall continue in full force and effect for twelve (12) years from the Effective Date (Initial Term), and shall automatically renew thereafter for successive one (1) year terms (Renewal Term) unless terminated in accordance herewith. Either Party may terminate the Agreement by giving to the other Party six (6) months' notice in writing of intention to terminate the Agreement six (6) months prior to the end of the Initial Term or any Renewal Term. Notwithstanding the foregoing, this Agreement shall continue in full force and effect for all existing Attachments during any negotiations of the Parties for a subsequent agreement.

B. Upon final termination of this Agreement in accordance with any of its terms, Licensee shall, within one-hundred eighty (180) days, remove all its Attachments from all Poles. If not so removed, Electric Provider shall have the right to remove and dispose of all of Licensee's Attachments without any liability or accounting therefore. Licensee shall reimburse Electric Provider for any and all costs incurred by Electric Provider in the removal of Licensee's Attachments as detailed above. In the event that Licensee has not reimbursed Electric Provider

within forty-five (45) days of invoicing following Electric Provider's removal of said Attachments, then Electric Provider may pursue one or more of the remedies contained in Article 12, including making demand on the Security Instrument described in Article 23.

C. Termination of this Agreement shall not relieve either Party from fulfilling any and all of its obligations that accrued while the Agreement was in effect.

ARTICLE 21 - EXISTING CONTRACTS

All existing joint use or pole attachment license agreements between the Parties, and all amendments thereto are by mutual consent hereby abrogated and superseded by this Agreement except with respect to amounts owed, late payment penalties and interest and remedies available for collection of such amounts by either party under any such existing agreements.

Nothing in the foregoing shall preclude the Parties to this Agreement from entering such supplemental operating routines or working practices as they mutually agree in writing to be necessary or desirable to effectively administer the provisions of this Agreement.

ARTICLE 22 - ELECTRIC PROVIDER SYSTEM FINANCING OR SALE OF SYSTEM

This Agreement and any amendment thereof shall be effective subject to the condition that, during any period in which the Electric Provider has outstanding debt or other financing obligations respecting its Poles or its electric distribution system, this Agreement shall be subject to the terms and conditions related to such financing. Electric Provider, without the consent of the Licensee, may enter into or issue debt or other financing obligations from time to time related to its Poles or its electric distribution system with terms and conditions, including covenants that affect Licensee's rights hereunder, that are reasonably required by the counterparties to such transactions or the purchasers of such debt or other financing obligations. Electric Provider, without the consent of the Licensee, may at any time sell or otherwise transfer ownership of all or any part of its Pole or electric distribution system, and in conjunction therewith, may terminate this Agreement or assign it to the purchaser or transferee in whole or in part.

ARTICLE 23 - LIABILITY AND INDEMNIFICATION

A. Except as set forth below, Licensee assumes sole responsibility for all injuries and damages caused, or claimed to have been caused, by Licensee, its employees, agents, representatives or contractors. Notwithstanding the foregoing, Licensee shall have no liability to the Electric Provider for injuries and damages (a) caused by, through or as a result of the negligence of the Electric Provider; (b) caused by, through or as a result of the wanton misconduct of the Electric Provider; or (c) caused by, through or as a result of the facilities or activities of any third party (or parties) attachers whose cables, wires, appliances, equipment or facilities are attached to the same Poles as Licensee's cables, wires, appliances, equipment or facilities.

B. Accordingly, without limiting the effect of the provision of the immediately preceding paragraph, and except as set forth below, Licensee expressly agrees to indemnify, defend and save harmless the Electric Provider, its governing body, officers, employees, agents,

representatives and contractors from all claims, demands, actions, judgments, loss, costs and expenses (collectively, "Claims") caused or claimed to have been caused by, Licensee, its employees, agents, representatives or contractors, including with respect to (a) damage to or loss of property (including but not limited to property of the Electric Provider or Licensee); (b) injuries or death to persons (including but not limited to injury to or death of any Licensee employees, contractors or agents, or members of the public); (c) any interference with the television or radio reception of, or with the transmission or receipt of telecommunications by, any person which may be occasioned by the installation or operation of Licensee's cables, wires, appliances, equipment or facilities; (d) any injuries sustained and/or occupational diseases contracted by any of the Licensee's employees, contractors or agents of such nature and arising under such circumstances as to create liability therefore by Licensee or the Electric Provider under any applicable Worker's Compensation law, including also all claims and causes of actions of any character which any such contractors, employees, the employers of such employees or contractors, and all persons or concerns claiming by, under or through them or either of them may have or claim to have against the Electric Provider resulting from or in any manner growing out of any such injuries sustained or occupational diseases contracted; it being understood, however, that Licensee shall have no liability to the Electric Provider for injuries and damages (a) caused by, through or as a result of the negligence of the Electric Provider; (b) caused by, through or as a result of the wanton misconduct of the Electric Provider; or (c) caused by, through or as a result of the facilities or activities of any third party (or parties) whose cables, wires, or facilities are attached to the same Poles as Licensee's cables, wires, or facilities. In any matter in which Licensee shall be required to indemnify the Electric Provider hereunder, Licensee shall control the defense of such matter in all respects, and the Electric Provider may participate, at its sole cost, in such defense. The Electric Provider shall not settle or compromise any matter in which Licensee is required to indemnify the Electric Provider without the prior consent of Licensee.

C. To the extent permitted by law, the Electric Provider agrees to assume liability and be responsible for the payment of any sum or sums of money to any persons whomsoever on account of any Claims arising or claimed to have arisen by, through or as a result of the Electric Provider's negligent acts or omissions or the Electric Provider's intentional or wanton misconduct. Electric Provider shall have no liability to the Licensee for injuries and damages (a) caused by, through or as a result of the negligence of the Licensee or its contractors or agents; or (b) caused through or as a result of the wanton misconduct of the Licensee or any of its contractors, agents, representatives or assignees. Nothing contained herein shall constitute a waiver of the defense of sovereign immunity in favor of the Electric Provider.

D. Insurance. In the event Licensee's franchise agreement requires Licensee to insure the franchise authority, the Insurance requirements set forth in Article 23.E herein shall not apply to Licensee.

E. In the event Licensee is not required to insure the franchise authority, pursuant to the franchise agreement, Licensee shall, and shall require any contractors of Licensee to maintain substantially the same insurance as required of Licensee, contract for and maintain in effect throughout the period during which Licensee maintains Attachments on any Poles insurance that meets or exceeds the amounts set forth in subsections (1) through (3) below. Failure to provide and maintain the required insurance coverage shall constitute a Default under this Agreement, in

which event Electric Provider shall have the right to pursue any and all of remedies set forth in this Agreement.

1. Worker's Compensation insurance in compliance with the statutory requirements of the state of operation and Employer's Liability, with limits of \$1,000,000 each accident/disease/policy limit, covering all employees of Licensee who shall perform any work on Poles or property owned or controlled by Electric Provider, including easements and rights-of-way, whether or not such insurance is required by law.

2. Commercial general liability insurance covering all operations under this Agreement, including erection, installation, maintenance, Rearrangement and removal of Licensee's Attachments, with a limit of \$4,000,000 per occurrence for bodily injury and property damage.

3. Automobile liability insurance covering all owned, non-owned, or hired vehicles, in an amount \$1,000,000 combined single limit each accident for bodily injury and for property damage.

4. The policies required hereunder shall be in such form and issued by such carrier as shall be reasonably acceptable to Electric Provider.

a. Electric Provider, its governing body, officers and employees shall be included as additional insured as their interest may appear under this Agreement on the commercial general liability and commercial automobile liability policies; and

b. Licensee agrees to release and will require its insurers (by policy endorsement) to waive their rights of subrogation against Electric Provider, its governing body, officers, employees, and agents for loss under the policies of insurance described herein; and

c. Each policy shall state that Electric Provider will be given notice at least thirty (30) days before any such insurance shall lapse; and

d. Licensee shall furnish Electric Provider certificates evidencing such insurance within thirty (30) days of the Effective Date of this Agreement and shall provide Electric Provider with copies of any renewal certificates promptly after they become available.

5. Notwithstanding the above, if Licensee is authorized to operate as a self-insured entity under the laws of the State of Georgia, Licensee may provide self-insurance to meet the requirements of this Article 23.E, upon terms and conditions satisfactory to Electric Provider.

F. SECURITY INSTRUMENT. Licensee shall furnish and maintain throughout the term of this Agreement, and thereafter until all of the obligations of Licensee have been fully performed, a bond or other security instrument ("Security Instrument") satisfactory in form and

content to Electric Provider in substitution therefore, to guarantee the payment of any sums which may become due to Electric Provider or an Electric Provider Agent for Pole Attachment Rental Fees, inspections, inventories, Make Ready Costs, Unauthorized Attachment Fees, for work performed for the benefit of Licensee under this Agreement, including the removal of Attachments upon termination of this Agreement, for any expense that may be incurred by Electric Provider or an Electric Provider agent because of any Default of Licensee, or for any other expense that is to be borne by Licensee under this Agreement. The amount of said Security Instrument, which amount shall be maintained throughout the term of the Agreement and thereafter until all of the obligations of Licensee have been fully performed, shall be equal to ten thousand US dollars (\$10,000), or twenty-five dollars (\$25) per Attachment, whichever is larger. The amount of the Security Instrument may, in Electric Provider's discretion, be adjusted if Licensee purchases, acquires, or obtains a controlling interest in additional broadband or other facilities within Electric Provider's service territory not currently covered by this Agreement which results in a significant increase in the number of Attachments. Any such adjustment shall not exceed twenty-five dollars (\$25) per new Attachment. Failure to provide and maintain the aforementioned Security Instrument shall be deemed a Default under this Agreement, in which event Electric Provider shall have the right to pursue any and all remedies set forth in this Agreement and at law or equity. The furnishing of such Security Instrument shall not affect, limit, diminish or otherwise reduce any obligations of Licensee under this Agreement.

G. Following the completion of the Initial Safety Inspection, the correction of the identified violations, and if the Licensee is in material compliance with all other terms and conditions of the Agreement, the amount of the Security Instrument shall be adjusted annually to an amount not to exceed the last annual Pole rental invoice received by the Licensee.

ARTICLE 24 - CONSTRUCTION

This Agreement was drafted by all Parties hereto and is not to be construed against any party. Neither the negotiations of the language of this Agreement nor any prior drafts of this Agreement or the inclusion or exclusion of any language from prior drafts shall be admissible or probative as to the meaning of this Agreement.

ARTICLE 25 - REMEDIES CUMULATIVE

Unless otherwise provided in this Agreement, all remedies set forth in this Agreement are cumulative and in addition to any other remedies that may be available herein or at law or in equity, if any.

ARTICLE 26 - MISCELLANEOUS

A. Counterparts. This Agreement may be executed in multiple counterparts, and any one of such counterparts shall be considered an original hereof.

B. Severability. In case any one or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, it is the intention of each of the Parties hereto that such illegality or invalidity shall not affect any other provision hereof, but this Agreement shall be construed and enforced as if such illegal or invalid

provision had not been contained herein, and this Agreement shall be construed to adopt, but not to enlarge upon, all the applicable provisions of applicable law, and, if any provisions hereof conflict with any provision of applicable law, the latter as in effect and as interpreted by the applicable courts shall prevail in lieu of any provision hereof in conflict or not in harmony therewith.

C. Force Majeure. As used in this Agreement "Force Majeure Event" means any act or event whether foreseen or unforeseen, that meets all of the following tests:

1. The act or event prevents a party (the "Nonperforming Party"), in whole or in part, from performing its obligations under this Agreement or satisfying any conditions to the other party's obligations under this Agreement.

2. The act or event is beyond the reasonable control of and not the fault of the Nonperforming Party.

3. The Nonperforming Party has been unable to avoid or overcome the act or event by the exercise of due diligence.

D. Despite the preceding definition of a Force Majeure Event, a Force Majeure Event excludes economic hardship, changes in market conditions or insufficiency of funds.

E. In the event of a Force Majeure Event affecting Electric Provider's Poles, the Parties' obligations hereunder are suspended for a period of time reasonably appropriate to the Force Majeure Event to the extent performance hereunder adversely affected.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed in two counterparts, each of which shall be deemed an original, and their corporate seals to be affixed thereto by their respective officers thereunto duly authorized, as of the Effective Date.

ELECTRIC PROVIDER

By: _____
Name:
Its:

Attest:

By: _____
Its:

[SEAL]

[Signatures Continue on Next Page]

[Pole Attachment License Agreement For Distribution Poles]

LICENSEE

By: _____
Name:
Its:

Attest:

By: _____
Its:

[SEAL]

[Pole Attachment License Agreement For Distribution Poles]

APPENDIX A - ATTACHMENT REQUEST/OVERLASH NOTIFICATION FORM

Licensee hereby (1) requests permission pursuant to its Pole Attachment License Agreement to make new Attachment(s) to Pole(s) or (2) notifies Electric Provider that Licensee intends to install Overlashing to poles, all as shown on the attached construction plans and drawings. The attached plans and drawings show the Pole(s) Licensee desires to attach to or overlash, the number and character of Attachments existing and proposed, any Rearrangements requested with respect to existing Attachments, any relocations or replacements of existing Poles requested, the heights of all points of attachment, all mid-span clearances, and any new Pole placement requested. Should additional information be required by the Electric Provider for verification of compliance with the NESC or other applicable standards, the Licensee will provide such information. The table below provides detailed information regarding this request.

LICENSEE				
Company		Poles with Attachments	Added	
Project			Removed	
Request #			Overlashed	
Request Date		Estimated Construction Dates	Start	
Name			Completion	
Signature		Fees	Application	\$
Phone			Inspection	\$
Fax			Design	\$
Email			Total	\$

Please advise Licensee as to whether or not these Attachments will be permitted and if necessary provide an estimate for any additional costs that Licensee may be required to pay as Make Ready Work. If Make Ready Work is required, upon receipt of Electric Provider supplied Make Ready Estimate, the Licensee shall provide notice to Electric Provider of either approval of the cost estimate or that Licensee will not undertake to make these Attachments. Upon receipt by Electric Provider of Licensee's notice of estimate approval of Make Ready Costs, the Electric Provider will proceed with Make Ready Work.

ELECTRIC PROVIDER				
Response Date		Electric Provider Make Ready Construction Required?	Yes	
Name			No	
Signature		Electric Provider Make Ready Construction Estimate	\$	
Phone				
Fax		Permit #		
Email				
Request Response	Approved	Reason for Denial		
	Denied			

Capitalized terms used in this request, but not defined, have the meaning set forth in the applicable Pole Attachment License Agreement.

SCHEDULE 1

Transfer of Licensee's Attachments by the Electric Provider

In any case where it is mutually beneficial and agreeable by both Parties, the Electric Provider or its Contractors may Transfer the Attachments of the Licensee and the Licensee will reimburse the Electric Provider such costs the Electric Provider incurs in making such Transfers on behalf of the Licensee. When the Transfer can be accomplished concurrently with other work that the Electric Provider is undertaking on the same Pole, the charges for such Transfers will be in accordance with this Schedule 1; section Pricing for Transfers, or such other amounts as may be agreed to by the Parties. The Electric Provider will use due diligence and care in making such Transfers so as not to damage or cause a disruption in the services provided by the Licensee. However, except in cases of gross negligence or willful misconduct, the Electric Provider shall not be liable for any damages or disruptions in service that may occur as a result of Transfers made on behalf of the Licensee.

Normally Scheduled Construction - Approval for such Transfers made by the Electric Provider on behalf of the Licensee during normally scheduled construction shall be obtained prior to making such Transfers and will be made on a project by project basis unless otherwise agreed upon.

Emergency Construction - In such cases, if in the judgment of Electric Provider, a Pole requires immediate replacement due to a dangerous condition or conditions (in Electric Provider's sole judgment), the Electric Provider or its contractors will replace the Pole and may Transfer the Licensee's Attachments without prior permission. The Electric Provider shall use reasonable care to avoid damage to Licensee's facilities and shall notify the Licensee of such Transfer after work is completed.

Facility Types To Be Transferred - The Electric Provider or its contractors will only Transfer Attachments which require a bolt, clamp, or "J" hook either installed through the Pole or otherwise attached. All service wire Attachments to a single "J" hook shall be Transferred at the rate stated below. The hardware on the old Pole will be used to attach to the new Pole. The Electric Provider or its contractors shall not supply any additional material in making Transfers of Licensee's Attachments.

Pricing for Transfers - When the Electric Provider Transfers the Attachments of the Licensee in accordance with the above provisions, the price per Attachment Transferred will be as detailed below. The pricing for Transfers shall be effective with the execution of this Agreement. The costs in subsequent years shall be adjusted in accordance with the Handy Whitman Index, South Atlantic Region, Account 364. Multiple Attachment Transfers on a Pole will be billed on a per Attachment basis, not on a per Pole basis.

Costs to Transfer Licensee's Attachments Concurrently with Other Work by Electric Provider

Duration	Cable Attachments	Service Drop
Contract start date to January 1, 2018	\$50	\$30

To the extent permitted by law, should (i) the Electric Provider elect not to Transfer Licensee's facilities under the above terms, and; (ii) Licensee fails to Transfer its Attachments to the new Licensed Pole on the date specified for such Transfer of Attachments ("Licensee Transfer Date") and after all necessary third party and Electric Provider responsible Transfers have been accomplished, the Electric Provider may elect to relinquish the ownership of the old Pole from which it has removed its Attachments and all other Licensees and Joint Users, with the giving of verbal notice to be subsequently followed in writing. If the Electric Provider so elects, such old Pole shall, with the giving of ten (10) business days' notice as provided for above, at no cost to the Licensee, become the property of the Licensee, as is, and the Licensee shall save harmless the Electric Provider from all obligations, liabilities, damages, costs, expenses or charges incurred thereafter, and not arising out of anything theretofore occurring because of, or arising out of, the presence or condition of such Pole or of any Attachments thereon. In instances where the Electric Provider is the owner of such Pole, the unused portion of the Pole above the Licensee's Attachments shall be cut off and removed by the Electric Provider before relinquishing ownership, if the Pole remains in structural conflict with the power route.

SCHEDULE 2

ANNUAL RENTAL PER ATTACHMENT (or "RENTAL FEE")

Term	Rental Fee	Invoice Date
Jan. 1, 2018 — Dec. 31, 2018	\$ 16.50	Dec. 1, 2018
Jan. 1, 2019 — Dec. 31, 2019	\$ 16.50	Dec. 1, 2018
Jan. 1, 2020 — Dec. 31, 2020	\$ 16.50	Dec. 1, 2019

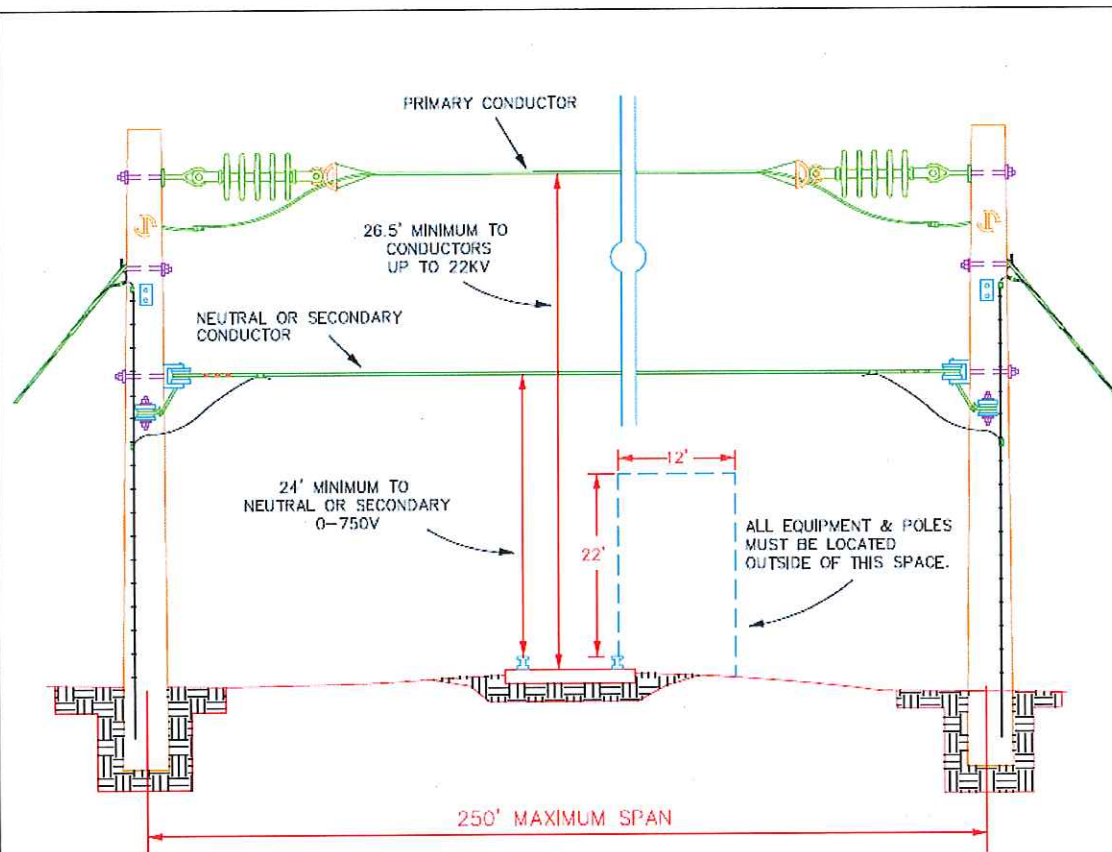
For years beginning 2021, the annual Rental Fee per Attachment shall be increased by applying the annual change for account 364 for the South Atlantic Region from the latest version of the Handy Whitman Index.

SCHEDULE 3

[ATTACH SECTION 5 "JOINT USE AND CLEARANCES" OF THE
ELECTRIC CITIES OF GEORGIA INC. CONSTRUCTION ASSEMBLY SPECIFICATIONS]

**JU&C1**

JANUARY, 2007



1. IF SPAN LENGTH EXCEEDS 250 FEET, CONDUCTOR CLEARANCE IS TO BE INCREASED 0.3 FEET FOR EACH 10 FEET SPAN LENGTH IN EXCESS OF THE 250 FEET.
2. CROSSINGS SHOULD BE MADE ON A COMMON SUPPORT STRUCTURE WHERE PRACTICAL. COOPERATION BETWEEN THE PARTIES CONCERNED SHALL PREVAIL PROPER CLEARANCES.
3. EXCEPTIONS TO 12' HORIZONTAL SIDE CLEARANCE:
 - (a) A CLEARANCE OF NOT LESS THAN 8 FEET MAY BE ALLOWED WHERE NECESSARY IF THE SUPPORTING STRUCTURE IS NOT THE CONTROLLING OBSTRUCTION, PROVIDED SUFFICIENT SPACE FOR A DRIVEWAY IS LEFT WHERE CARS ARE LOADED.
 - (b) WHERE NECESSARY TO PROVIDE SAFE OPERATING CONDITIONS WHICH REQUIRE AN UNINTERRUPTED VIEW OF SIGNALS, SIGNS, ETC. ALONG TRACKS THE PARTIES CONCERNED SHALL COOPERATE IN LOCATING STRUCTURES TO PROVIDE THE NECESSARY CLEARANCE.
 - (c) AT INDUSTRIAL SIDINGS, A CLEARANCE OF NOT LESS THAN 8 FEET SHALL BE PERMITTED, PROVIDED SUFFICIENT SPACE IS LEFT WHERE CARS CAN BE LOADED OR UNLOADED.

RAILROAD CROSSING CONSTRUCTION CLEARANCES



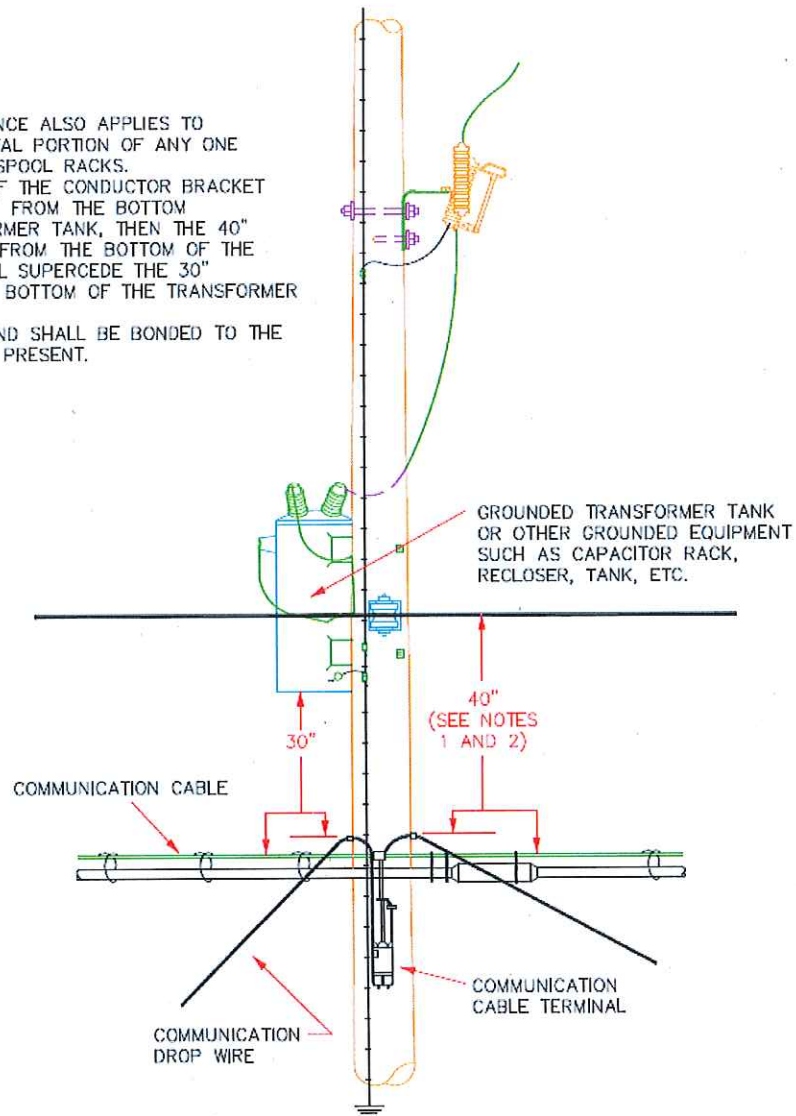
DATE: OCTOBER, 1992

REVISIONS JULY, 2001
JANUARY, 2007

JU&C2

NOTES:

1. THIS 40" CLEARANCE ALSO APPLIES TO THE CLOSEST METAL PORTION OF ANY ONE SPOOL OR FOUR SPOOL RACKS.
2. IF THE BOTTOM OF THE CONDUCTOR BRACKET IS LESS THAN 10" FROM THE BOTTOM OF THE TRANSFORMER TANK, THEN THE 40" REQUIRED SPACE FROM THE BOTTOM OF THE CONDUCTOR SHALL SUPERCEDE THE 30" SPACE FROM THE BOTTOM OF THE TRANSFORMER TANK.
3. MESSENGER STRAND SHALL BE BONDED TO THE POLE GROUND, IF PRESENT.



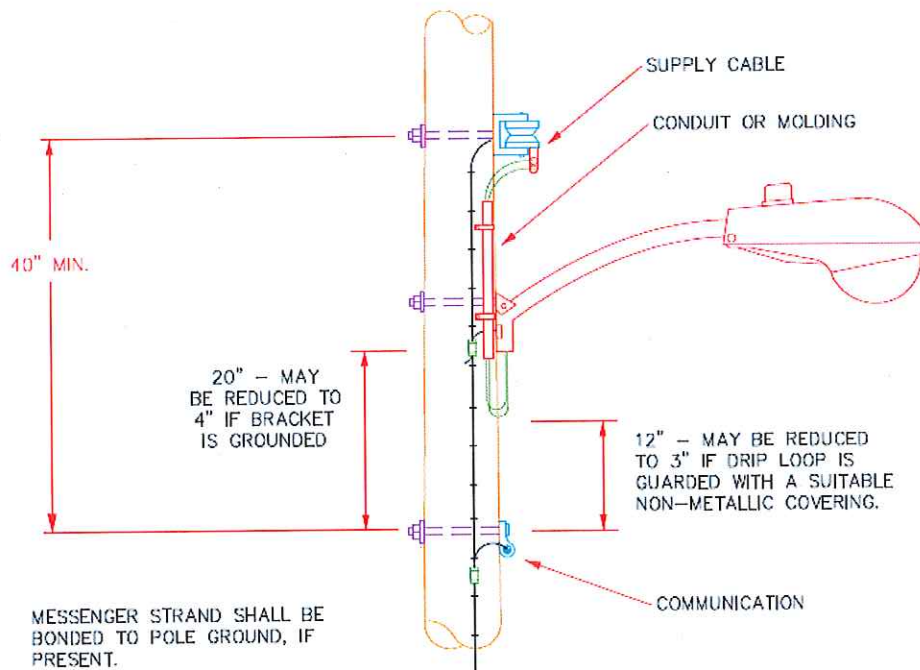
TRANSFORMER POLE



DATE: OCTOBER, 1992

REVISIONS JULY, 2001

JU&C3



NOTES:

- 1.) LIGHT FIXTURE SHOWN IS SYMBOLIC ONLY. CLEARANCES SHOWN ARE APPLICABLE TO ANY TYPE FIXTURE USED.
- 2.) LOWEST PART OF LUMINAIRE SHALL BE NOT LESS THAN 15' OVER ROADS, STREETS, PARKING LOTS, OR ALLEYS.

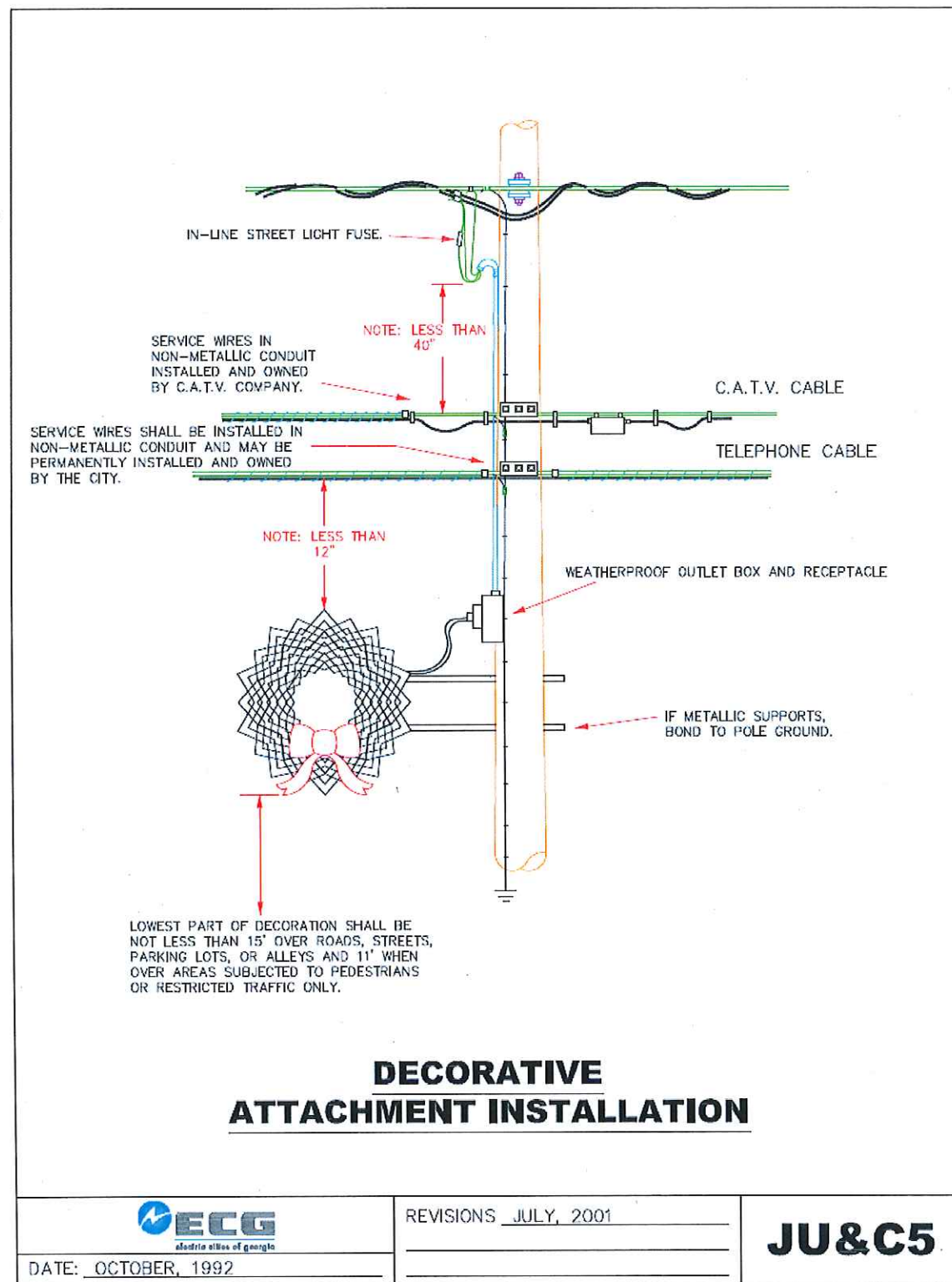
C.A.T.V., TELEPHONE, OTHER SEPARATION FROM LUMINAIRES

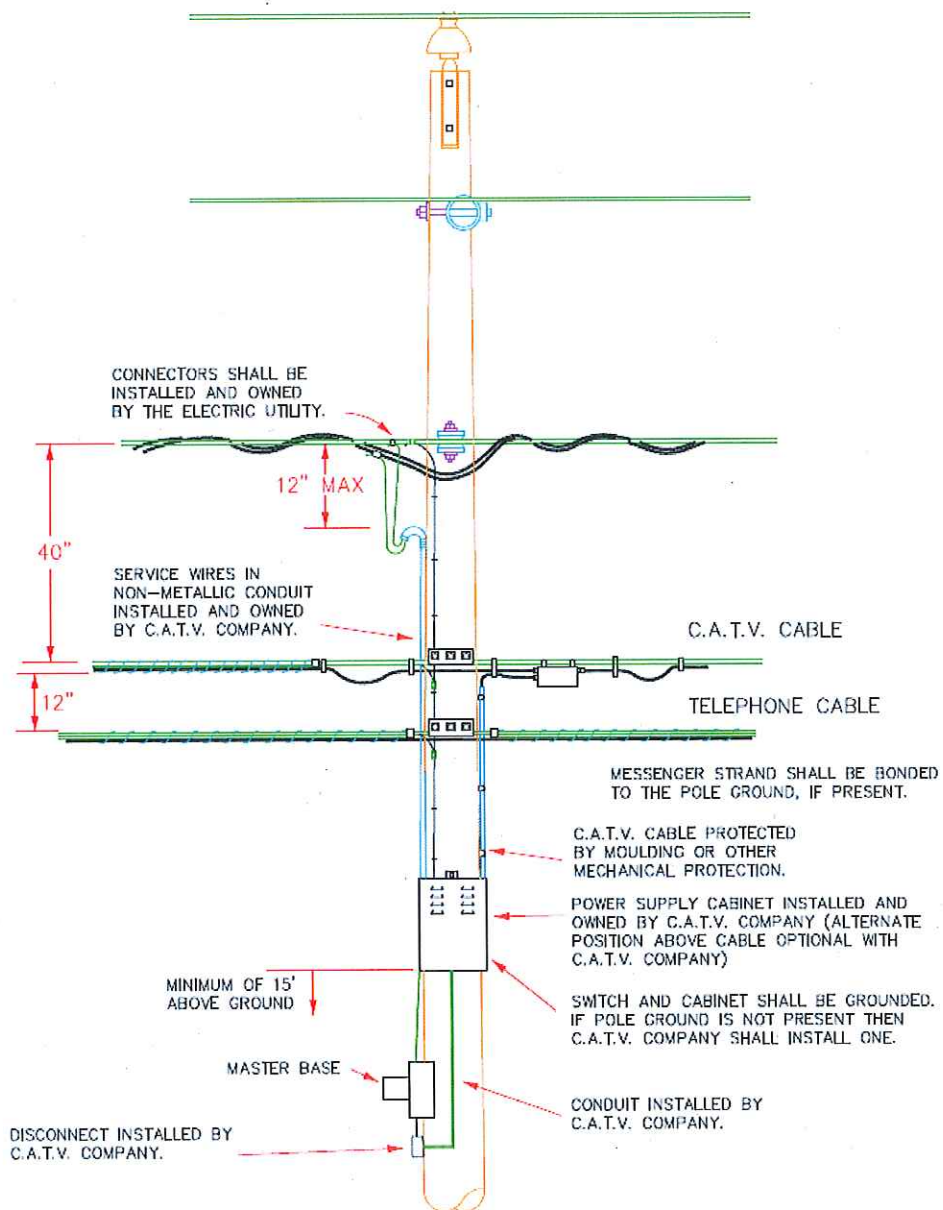


DATE: OCTOBER, 1992

REVISIONS JULY, 2002

JU&C4





COMMUNICATION/SIGNAL TYPE ATTACHMENT **C.A.T.V. POWER SUPPLY INSTALLATION**



DATE: OCTOBER, 1992

REVISIONS JULY, 2001

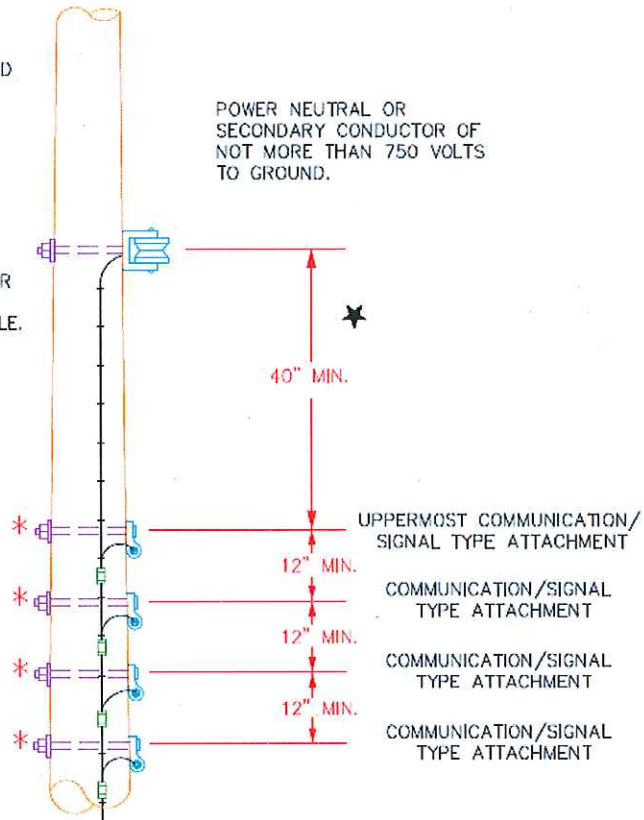
JU&C6

***COMMUNICATION/SIGNAL TYPE ATTACHMENT**

TELEPHONE CABLE
C.A.T.V. CABLE
ALARM CABLE (FIRE, POLICE, WATER
TOWER LEVEL, ETC.)
TRAFFIC SIGNAL CONTROL CABLE
TELEGRAPH CABLE
PUBLIC OR PRIVATE COMMUNICATION
CABLE

NOTES:

- 1.) WHEN C.A.T.V. AND TELEPHONE ARE ATTACHED TO POLE, C.A.T.V.'S PREFERRED POSITION IS ABOVE TELEPHONE (12" MIN.). IF OTHER COMMUNICATION/SIGNAL TYPE CABLES ARE ATTACHED TO POLE WITH C.A.T.V. AND/OR TELEPHONE, THEIR POSITION SHALL BE MUTUALLY AGREED UPON.
- 2.) 12" MIN. SPACING SHOULD BE MAINTAINED BETWEEN CABLES. C.A.T.V. AND TELEPHONE DROPS CAN BE LESS THAN 12" FROM OTHER CABLES. DROPS SHALL BE 40" BELOW POWER NEUTRAL OR SECONDARY AT POLE.
- 3.) ALL CABLES SHALL BE ON SAME SIDE OF POLE.
- 4.) MESSENGER STRAND SHALL BE BONDED TO POLE GROUND, IF PRESENT.



* FOR SUPPLY NEUTRAL ONLY,
THIS MAY BE REDUCED TO 30".

**MULTIPLE COMMUNICATION/
SIGNAL TYPE ATTACHMENT**



DATE: OCTOBER, 1992

REVISIONS JULY, 2001

JU&C7

FOOTNOTES TABLE 1:

1. Where the height of a building or other installation does not permit service drops to meet these values, the clearances over residential driveways only may be reduced to the following:

	<u>FEET:</u>
d. Service drops limited to 300 V to ground	12.5
b. Service drip loops limited to 300 V to ground	10.5
c. Service limited to 150 V to ground	12.0
d. Drip loops only of service limited to 150 V to ground	10.0

2. Where the height of a building or other installation does not permit service drops to meet these values, the clearances may be reduced to the following:

	<u>FEET:</u>
a. Service drops, including drip loops, limited to 300 V to ground	10.5
b. Service drops, including drip loops, limited to 150 V to ground	10.0

3. Spaces and ways subject to pedestrians or restricted traffic only are those areas where equestrians, vehicles, or other mobile units, exceeding 8ft. in height, are prohibited by regulation or permanent terrain configurations or are otherwise not normally encountered or reasonably anticipated.

4. Where a supply or communication line along a road is located relative to fences, ditches, embankments, etc., so that the ground under the line would not be expected to be traveled except by pedestrians, the clearance may be reduced to the following values:

	<u>FEET:</u>
a. Insulated communications cables, neutrals, guys, and multiplex supply cables limited to 150 V to ground	9.5
b. Multiplex supply cables limited to 300 V to ground	12.5

5. This clearance may be reduced to 13 ft. for communication conductors and guys.
6. Where this construction crosses over or runs along alleys, driveways, or parking lots, this clearance may be reduced to 15 ft.
7. For controlled impoundments, the surface area and corresponding clearances shall be based upon the design high water level. For other waters, the service area shall be that enclosed by its annual high water mark, and clearances shall be based on the normal flood level. The clearance over rivers, streams, and canals shall be based upon the largest surface area of any 1 mi. long segment, which includes the crossing. The clearance over a canal, river, or stream normally used to provide access for sailboats to a larger body of water shall be the same as that required for the larger body of water.
9. For the purpose of this rule, trucks are defined as any vehicle exceeding 8 ft. in height. Areas not subject to truck traffic are areas where truck traffic is not normally encountered or not reasonably anticipated.
10. Communication cables and conductors may have a clearance of 15 ft. where poles are back of curbs or other deterrents to vehicular traffic.

Note: Footnote 8 and 11 were intentionally omitted

FOOTNOTES TABLE 1: (cont'd)

12. Where the U.S. Army Corps of Engineers, or the state or the surrogate thereof has issued a crossing permit, clearance of that permit shall govern.
13. For controlled impoundments, the surface area and corresponding clearance shall be based upon the design high water level. For other waters, the surface area shall be that enclosed by its annual high water mark, and clearances shall be based upon the largest surface area of any one mile long segment that includes the crossing. The clearance of a canal, river or stream normally used to provide access for sailboats to a larger body of water shall be the same as required for the larger body of water.
14. Where an over water obstruction restricts vessel height to less than the following:

Surface Area (Acres)	Reference Vessel Height (Feet)
less than 20	16
20 to 200	24
200 to 2000	30
over 2000	36

The required clearances may be reduced by the difference between the reference vessel height given above and the over water obstruction height, except that the reduced clearance shall not be less than that required for the surface area on the line crossing side of the obstruction.

The vertical clearance shall be maintained with the conductor at final sag and at the following condition whichever results in the greater vertical sag:

1. 32° F, no wind, with radial thickness of ice of 1/4 inch for medium loading and no ice for light loading.
- Or
2. The maximum conductor for which the line is designed to operate, if greater than 120° F.(120° F for all neutrals)


Note:

All clearances shown are design clearances under specified conditions, not measured clearances under ambient conditions.

VOLTAGES ARE PHASE TO GROUND FOR EFFECTIVELY GROUNDED CIRCUITS				
NATURE OF SURFACE UNDERNEATH WIRES, CONDUCTORS, OR CABLES	INSULATED COMMUNICATION CONDUCTORS AND CABLE; MESSENGERS; GROUNDED GUYS; SYSTEM NEUTRAL (IN FEET)	DUPLEX, TRIPLEX, & QUADRAPLEX CABLE WITH GROUNDED GUYS; GROUNDED NEUTRAL 0 - 750 VOLTS (IN FEET)	OPEN WIRE SECONDARY CONDUCTORS 0 - 750 VOLTS (IN FEET)	OPEN WIRE CONDUCTORS OVER 750 VOLTS TO 22KV (IN FEET)
WHERE WIRES, CONDUCTORS, OR CABLE CROSS OVER OR OVERHANG				
1. TRACK RAILS OF RAILROADS.	23.5	24	24.5	26.5
2. ROADS, STREETS, AND OTHER AREAS SUBJECT TO TRUCK TRAFFIC. (SEE NOTE 9.)	15.5	16	16.5	18.5
3. DRIVEWAYS, PARKING LOTS, AND ALLEYS	15.5 (SEE NOTES 1 AND 6)	16 (SEE NOTES 1 AND 6)	16.5 (SEE NOTE 1)	18.5
4. OTHER LAND TRAVERSED BY VEHICLES SUCH AS CULTIVATED, GRAZING, FOREST, ORCHARD, ETC.	15.5	16	16.5	18.5
5. SPACES OR WAYS SUBJECT TO PEDESTRIAN OR RESTRICTED TRAFFIC ONLY. (SEE NOTE 3.)	9.5	12 (SEE NOTE 2)	12.5 (SEE NOTE 1)	14.5
6. WATER AREAS NOT SUITABLE FOR SAILBOATS OR WHERE SAILBOATS ARE PROHIBITED. (SEE NOTE 12.)	14	14.5	15	17
7. A) WATER AREAS (NOT REGULATED BY CORPS OF ENGR.) SUITABLE FOR SAILBOATS, INCLUDING LAKES, PONDS, RESERVOIRS, TIDAL WATERS, RIVERS, STREAMS, AND CANALS WITH AN UNOBSTRUCTED SURFACES AREA OF: A. LESS THAN 20 ACRES B. 20 TO 200 ACRES C. 200 TO 2000 ACRES D. OVER 2000 ACRES (SEE NOTES 12, 13, & 14.)	17.5 25.5 31.5 37.5	18 26 32 38	18.5 26.5 32.5 38.5	20.5 28.5 34.5 40.5
7. B) WATER AREAS REGULATED BY CORPS OF ENGINEERS (SEE NOTE 7)	52	55	55	55
8. PUBLIC OR PRIVATE LAND AND WATER AREAS POSTED FOR RIGGING OR LAUNCHING SAILBOATS.	CLEARANCE ABOVE GROUND SHALL BE 5 FEET GREATER THAN IN 7. ABOVE, FOR THE TYPE OF WATER AREAS SERVED BY THE LAUNCHING SITE.			
WHERE WIRES, CONDUCTOR, OR CABLES RUN ALONG AND WITHIN THE LIMITS OF HIGHWAY OR OTHER ROAD RIGHT-OF-WAY BUT DO NOT OVERHANG THE ROADWAY				
9. ROADS, STREET, OR ALLEYS	15.5 (SEE NOTES 6 AND 10)	15.5 (SEE NOTES 6)	16.5	18.5
10. ROADS IN RURAL DISTRICTS WHERE IT IS UNLIKELY THAT VEHICLES WILL BE CROSSING UNDER THE LINE.	15.5 (SEE NOTES 4 AND 5)	14.0 (SEE NOTES 4)	14.5 (SEE NOTES 4)	16.5

*ALWAYS REFER TO THE LATEST NESC
(REFERENCE NESC RULE 232, 2007 EDITION, FOR ADDITIONAL INFORMATION)

VERTICAL CLEARANCES OF WIRES, CONDUCTORS, AND CABLES ABOVE GROUND, ROADWAYS, RAILS, OR WATER



DATE: OCTOBER, 1992

REVISIONS JULY, 2002

TABLE 1

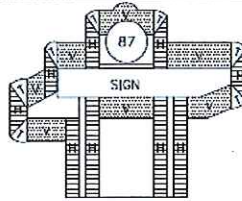
FOOTNOTES TABLE 2:

1. Where a building, sign, chimney, antenna, tank, or other installation does not require maintenance such as painting, washing, changing of sign letters, or other operations which would require persons to work or pass between supply conductors or unguarded rigid live parts and structures, the clearance may be reduced by 2 ft.
3. A roof, balcony, or area is considered readily accessible to pedestrians if the means of access is through a doorway, ramp, window, stairway, or permanently mounted ladder. A permanently mounted ladder is not considered a means of access if its bottom rung is 8 ft. or more from the ground or other permanently installed accessible surface.
4. The required clearances shall be to the closest approach of motorized signs or moving portions of installations.
5. For the purpose of this rule, trucks are defined as any vehicle exceeding 8 ft. in height.
6. This clearance may be reduced to 3 in. for the grounded portions of the guys.
7. Windows not designed to open may have the clearance permitted for the walls and projections.
8. The horizontal clearance shall not be less than 3.5' plus the displacement of the conductor by a 6 lb/ft² wind at 60° F, final sag.
9. The horizontal clearance shall not be less than 4.5' plus the displacement of the conductor by a 6 lb/ft² wind at 60° F, final sag.
10. Where available space will not permit this value, the clearance may be reduced to 7.0 ft. for conductors limited to 8.7 KV to ground.

Note: Footnote 2 was intentionally omitted.



H - HORIZONTAL CLEARANCE
T - TRANSITIONAL = VERTICAL (ARC)



V - VERTICAL CLEARANCE

VOLTAGES ARE PHASE TO GROUND FOR EFFECTIVELY GROUNDED CIRCUITS

CLEARANCE FROM:	INSULATED COMMUNICATION CONDUCTORS AND CABLES; MESSENGERS; GROUNDED GUYS; NEUTRAL CONDUCTORS (IN FEET)	MULTIPLEX SUPPLY CABLE 0 - 750 VOLTS (IN FEET)	OPEN WIRE CONDUCTORS 0 - 750 VOLTS (IN FEET)	UNGUARDED RIGID LIVE PARTS, OVER 750 VOLTS TO 22 KILOVOLTS (IN FEET)	OPEN WIRE CONDUCTORS OVER 750 VOLTS TO 22 KILOVOLT (IN FEET)
1. BUILDINGS					
A. HORIZONTAL					
(1) TO WALLS, PROJECTIONS, AND GUARDED WINDOWS.	4.5 (SEE NOTE 6)	5.0 (SEE NOTE 1)	5.5 (SEE NOTE 1 & 8)	7.0 (SEE NOTE 1)	7.5 (SEE NOTE 1,9,&10)
(2) TO UNGUARDED WINDOWS. (SEE NOTE 7)	4.5	5.0	5.5 (SEE NOTE 1 & 8)	7.0	7.5 (SEE NOTE 9 & 10)
(3) TO BALCONIES AND AREA ACCESSIBLE TO PEDESTRIANS. (SEE NOTE 3)	4.5	5.0	5.5 (SEE NOTE 8)	7.0	7.5 (SEE NOTE 9 & 10)
B. VERTICAL					
(1) OVER OR UNDER ROOF OR PROJECTIONS NOT READILY ACCESSIBLE TO PEDESTRIANS. (SEE NOTE 3)	3.0	3.5	10.5	12.0	12.5
(2) OVER OR UNDER BALCONIES AND ROOFS READILY ACCESSIBLE TO PEDESTRIANS. (SEE NOTE 3)	10.5	11.0	11.5	13.0	13.5
(3) OVER ROOFS ACCESSIBLE TO VEHICLES, BUT NOT SUBJECT TO TRUCK TRAFFIC. (SEE NOTE 5)	10.5	11.0	11.5	13.0	13.5
(4) OVER ROOFS ACCESSIBLE TO TRUCK TRAFFIC. (SEE NOTE 5)	15.5	16.0	16.5	18.0	18.5
2. SIGNS, CHIMNEYS, BILLBOARDS, RADIO AND TELEVISION ANTENNAS, TANKS, AND OTHER INSTALLATIONS NOT CLASSIFIED AS BUILDINGS OR BRIDGES.					
A. HORIZONTAL; (SEE NOTE 4)					
(1) READILY ACCESSIBLE	4.5	5.0	5.5	7.0	7.5
(2) NOT READILY ACCESSIBLE	3.0	3.5	5.5 (SEE NOTES 1 & 8)	7.0	7.5 (SEE NOTE 1,9,&10)
B. VERTICAL					
(1) OVER OR UNDER CATWALKS AND OTHER SURFACES UPON WHICH PERSONNEL WALK.	10.5	11.0	11.5	13.0	13.5
(2) OVER OR UNDER OTHER PORTIONS OF SUCH INSTALLATIONS.	3.0	3.5	6.0 (SEE NOTE 1)	7.5	8.0

*ALWAYS REFER TO THE LATEST NESC
(REFERENCE NESC RULE 232, 2007 EDITION, FOR ADDITIONAL INFORMATION)

**CLEARANCES OF WIRES, CABLES, AND UNGUARDED RIGID
LIVE PARTS ADJACENT BUT NOT ATTACHED TO
BUILDINGS AND OTHER INSTALLATIONS EXCEPT BRIDGES**



DATE: OCTOBER, 1992

REVISIONS JULY, 2001

TABLE 2



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: Parks & Recreation facility reservation policies and fee structure

() AGREEMENT (X) POLICY / DISCUSSION () CONTRACT
() ORDINANCE () RESOLUTION () OTHER

**Submitted: September 14, 2018 Work Session: September 24, 2018 Council Meeting:
September 24, 2018**

DEPARTMENT: Recreation

BUDGET IMPACT: N/A

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to review the revised City of Fairburn facility reservation policies and facility reservation fee structure

HISTORY: City of Fairburn signed a service agreement with Active Network to provide support services for facility reservation, activity registration, point of sale, and membership purchasing through their Activenet software May 2016. This system allows for online reservations and schedule management.

FACTS AND ISSUES: The Parks and Recreation Department will manage the reservations of Duncan Park, Fairburn Youth Center, Frankie Arnold Stage, and the Fairburn Annex.

RECOMMENDED ACTION: For City Council to approve the revised City of Fairburn facility reservation policies and facility reservation fee structure.


Elizabeth Carr-Hurst, Mayor



City of Fairburn Facility Reservation Policies and Procedures

The City of Fairburn facilities are available for rent to residents, non-residents, corporations, organizations, schools, and clubs, provided that such rentals do not interfere with regular scheduling or city sponsored special events. All rental requests are subject to approval by the Director of Parks and Recreation. The renter must be 21 years of age or older at the time of the reservation request.

Reservations shall not be accepted less than 3 days (72 hours) of your event date, unless approved by the Director of Parks and Recreation or City Administrator.

City of Fairburn reserves the right to cancel, deny, or modify facility usage to any group or person which presents a potential safety liability or which appears inappropriate or inconsistent with the City of Fairburn's mission or objectives.

A security deposit is required at the time of your reservation. Security deposit requirements per facility are listed below for your review;

- Duncan Park Facilities: \$100.00
- Fairburn Youth Center- Basketball Court: \$100.00
- Fairburn Youth Center -Multipurpose Room: \$100.00
- Fairburn Youth Center (entire building): \$200.00
- Stage & Courtyard - \$200.00
- Fairburn Annex - \$200.00

Reservation fees are due 30 days prior to the reservation date. Reservation cancellations must be done within 14 days of the rental date. If the reservation is cancelled within 14 days, the rental fee will be refunded, and the security deposit will be forfeited. No fees or deposits are refunded for reservations cancelled after 14 days.

Security deposit refunds will be approved or denied within 3 days (72 hours) after the completion of your event. Fees paid via cash, check, or money order will be refunded by check within 14 days of the refund approval. Fees paid via credit card will be processed back to the credit card within 3 business days. Any damage to the facility or damage to or loss of City property will be deducted from the security deposit. The renter will be invoiced for all damages that are in excess of the security deposit.

Pavilions are available to rent in the morning from 9am-2pm, evening from 3pm-8pm, and all-day rentals. All-day pavilion rentals are only permitted for Pavilion 1 & Pavilion 2. During the months of May, June, and July renters have the option of reserving a late evening block from 4pm – 9pm.

Rental time includes set-up and clean -up (this includes time needed for setup, removal of all personal items, breakdown of all equipment, etc.).

Refunds are not granted for environmental conditions including bad weather and insects.

Certain event types may require off duty Fairburn Police Officers. The City of Fairburn will assess each event to determine if officers are needed. It is mandatory for events with over 250 people or events accepting money to have City of Fairburn Police on-site.



All additional activities or services must be arranged 14 days prior to your event pending approval through our Parks and Recreation Director. This includes but not limited to Moonwalks, Slides, Basketball Goals, Dunking Tanks, Game Truck, etc.

A person may not consume, sell, distribute, or use alcoholic beverages while using a City of Fairburn facility.

Renters are responsible for garbage disposal and for cleaning the facility after the event. This includes removing any items brought into the facility, including items placed in the refrigerator, stove, and/or microwave. Glass bottles and any form of glassware are prohibited in City parks.

Decorations that require glue, tacks, or other materials that will in any way damage posts, ceilings, fixtures, or tables are not permitted. All decorations must be removed by the end of the scheduled event.

The pouring of food, oil, charcoal, or other materials of any kind onto grass or dirt is strictly prohibited.

A person may not indulge in riotous, threatening, or indecent conduct, or abusive, threatening or obscene language. Excessively loud music is not allowed.

Subleasing, assignment, or transfer of the use of any City of Fairburn facility is not permitted.

City of Fairburn does not provide storage for equipment or goods and assumes no liability for lost, stolen, or damages to items. Set-up time of such equipment may begin at approved times for rentals.

No weapons of any kind are prohibited in any City of Fairburn facility.

Handbills or circulars, or posting, placing or erecting any bills, notices, paper, or advertising device or matter of any kind is prohibited. Audible advertising devices and amplifiers are prohibited without a city issued permit.

Tents, pole displays, banners, or advertising devices of any kind are prohibited without the City's written approval.

No animal may be brought on City park property unless it is on a leash and entirely within the control of the person bringing it on park property. Persons bringing animals on City park property are responsible for immediate clean-up or removal of animal's defecations. No one may kill, injure, tease, molest or disturb any bird or animal, or take, destroy or disturb the eggs of any bird or animal. Fishing is permitted at Duncan Park. A current State of Georgia fishing license is required.

A person may not cut, break, injure, deface or disturb any tree, shrub, plant, rock, building, wall, fence, bench, sign or other structure, apparatus or property. A person may not pluck, pull up, cut, take or remove any shrub, bush, plant, flower or sign. A person may not mark or write upon any building, fence, bench, sign or other structure, climb any tree or walk, stand or sit upon monuments, vases, fountains, railings, fences or any property not designated for such purpose. Cutting or removing any wood, turf, grass, soil, rock, and or gravel is prohibited.

City of Fairburn facilities are to be used for recreational uses and event uses only. A person may not sell or offer for sale any food, drink or merchandise without having first obtained a permit for the City for a specific area or the special event.



A person may not practice, carry on, conduct or solicit for trade, occupation, business or profession without first obtaining such permit.

City of Fairburn Recreation Facilities and Fee Structure

City of Fairburn Facilities and Rental Rates			
		Rental Rates	
	Hours of Availability	Residents	Non-Residents
Duncan Park		5 Hour Rental Rate	5 Hour Rental Rate
Pavilion 1	9am-2pm / 3pm-8pm	\$200.00	\$300.00
Pavilion 2	9am-2pm / 3pm-8pm	\$125.00	\$185.00
Pavilion 3	9am-2pm / 3pm-8pm	\$125.00	\$185.00
Outdoor Basketball Court	9am-8pm	\$250.00	\$325.00
Baseball Field	9am-8pm	\$250.00	\$325.00
Football Field	9am-8pm	\$250.00	\$325.00
Duncan Park Pool (seasonal)		2 Hour Rental Rate	2 Hour Rental Rate
Entire Pool & Splash Pad	10am-12pm/6pm-8pm	\$200.00	\$300.00
Shaded Structures		Per Session Rental Rate	Per Session Rental Rate
Large (capacity 30ppl)	See session schedule	\$50.00	\$75.00
Medium (capacity 15ppl)	See session schedule	\$40.00	\$60.00
Small (capacity 10ppl)	See session schedule	\$30.00	\$45.00
Fairburn Youth Center		Hourly Rental Rate	Hourly Rental Rate
Multi-purpose room	8am-11pm	\$40.00	\$60.00
Gymnasium	8am-11pm	\$50.00	\$75.00
Entire Building (EXCLUDES GAMEROOM)	8am-11pm (Saturdays ONLY) 2-HOUR Minimum	\$100.00	\$150.00
Fairburn Annex		Hourly Rental Rate	Hourly Rental Rate
	Saturday & Sunday Only 8am – 11pm	\$60.00	\$90.00
Frankie Arnold Stage & Courtyard		Hourly Rental Rate	Hourly Rental Rate
	8am – 11pm	\$60.00	\$90.00
Staffing Fee		Hourly Rental Rate	Hourly Rental Rate
General Staff	-	\$25.00	\$25.00
Lifeguard	10am-12pm/6pm-8pm	\$15.00	\$15.00

**Reservations at the Fairburn Youth Center, Duncan Park Pool, Stage & Courtyard, and Fairburn Annex held outside of normal operation hours are required to pay a staffing fee in addition to the rental fees.*

Security Deposits

A security deposit is required at the time of your reservation. Security deposit amounts per facility are as follows:

- Duncan Park Facilities: \$100.00
- Fairburn Youth Center- Basketball Court: \$100.00
- Fairburn Youth Center -Multipurpose Room: \$100.00
- Fairburn Youth Center (entire building): \$200.00
- Stage & Courtyard - \$200.00
- Fairburn Annex - \$200.00

Location	Municipality	Room Name	Reservation Rate- Residents	Timeframe	Reservation Rate- Non Residents	Timeframe
Ronald Bridges	Union City	Multi-purpose	\$150.00	1st 2 hrs \$25 add'l	\$175.00	1st 2 hrs \$40 add'l
	Atlanta	Multi-purpose	\$144.00	Hourly	\$188.00	Hourly
Welcome All	South Fulton	Multi-purpose	Large \$75.00	Hourly	Large \$75.00	Hourly
Welcome All	South Fulton	Multi-purpose	Medium \$53.75	Hourly	Medium \$53.75	Hourly
Welcome All	South Fulton	Multi-purpose	Small \$26.75	Hourly	Small \$26.75	Hourly
Virginia Burton Gray	Clayton County	Multi-purpose	Weekday \$25.00	Hourly	Weekday \$25.00	Hourly
Virginia Burton Gray	Clayton County	Multi-purpose	Weekend \$50.00	Hourly	Weekend \$50.00	Hourly
Hoyt Smith	Hapeville	Dining Hall	Business Hours \$30.00	Hourly	Business Hours \$55.00	Hourly
	Hapeville	Dining Hall	Non-Business Hrs \$50.00	Hourly	Non-Business Hrs \$75.00	Hourly
Fayette County	Tyrone	Multi-purpose	\$25.00	Hourly before 6pm	\$50.00	Hourly before 6pm
Fayette County	Tyrone	Multi-purpose	\$50.00	Hourly after 6pm	\$75.00	Hourly after 6pm
	Riverdale	Multi-purpose	\$14.50	Hourly	\$14.50	Hourly
	Peachtree City	Room 2	\$70.00	Hourly	\$95.00	Hourly
	Peachtree City	Room 3	\$50.00	Hourly	\$70.00	Hourly
	Peachtree City	Room 2 & 3	\$110.00	Hourly	\$155.00	Hourly

Municipality	Location	Pavilion #	Reservation Rate- Residents	Timeframe	Reservation Rate- Non Residents	Timeframe
Union City	Ronald Bridges Park	East Pavilion	\$115.00	Per Day	\$130.00	Per Day
Union City	Ronald Bridges Park	West Pavilion	\$150.00	Per Day	\$175.00	Per Day
Atlanta	Multiple Parks	Small Pavilion	\$100.00	Per Day	\$150.00	Per Day
Atlanta	Multiple Parks	Medium Pavilion	\$150.00	Per Day	\$200.00	Per Day
Atlanta	Multiple Parks	Large Pavilion	\$200.00	Per Day	\$300.00	Per Day
Atlanta	Multiple Parks	X-Large Pavilion	\$300.00	Per Day	\$400.00	Per Day
South Fulton	Welcome All Park	Large Pavilion	\$55.00	Per Hour	\$55.00	Per Hour
South Fulton	Welcome All Park	Medium Pavilion	\$45.00	Per Hour	\$45.00	Per Hour
South Fulton	Welcome All Park	Small Pavilion	\$35.00	Per Hour	\$35.00	Per Hour
Clayton County	Rum Creek	Pavilion	\$40.00	Per Hour	\$40.00	Per Hour
Clayton County	Flat Shoals	Pavilion	\$100.00	Per Hour	\$100.00	Per Hour
Hapeville	Scout Hut	Pavilion	\$50.00	Per Hour	\$70.00	Per Hour
Tyrone	Fayette County	Pavilion	\$25.00	First Hour	\$50.00	First Hour
Tyrone	Fayette County	Pavilion	\$5.00	Each Addtl Hour	\$10.00	Each Addtl Hour
Riverdale	Riverdale	Pavilion	\$30.00	Per Hour	\$30.00	Per Hour



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: FAIRBURN FIRE DEPARTMENT BABY SAFE HAVEN LOCATIONS

() AGREEMENT () POLICY / DISCUSSION () CONTRACT
() ORDINANCE () RESOLUTION (X) OTHER

Submitted: 09/14/2018 Work Session: 09/24/2018 Council Meeting: 09/24/2018

DEPARTMENT: Fire

BUDGET IMPACT: None


PUBLIC HEARING? () Yes (X) No

PURPOSE: To designate the Fairburn Fire Departments as "BABY SAFE HAVEN" locations.

HISTORY: In the 1990's there was a surge of infant deaths due to unsafe abandonment. To combat this issue, all 50 states including the District of Columbia, have passed Safe Haven Legislation that removes the risk of prosecution so long as the child is without harm and rendered to the proper authorities. In 2014, a national report indicated there were 24/1000 children victimized under age 1.

FACTS AND ISSUES: Mothers (who have the option of leaving personal information) can hand over the child to a staff member as long as the child is 30 days old or younger, without fear of prosecution. The staff member will then follow the attached flow chart to safely transition the baby to the proper authorities.

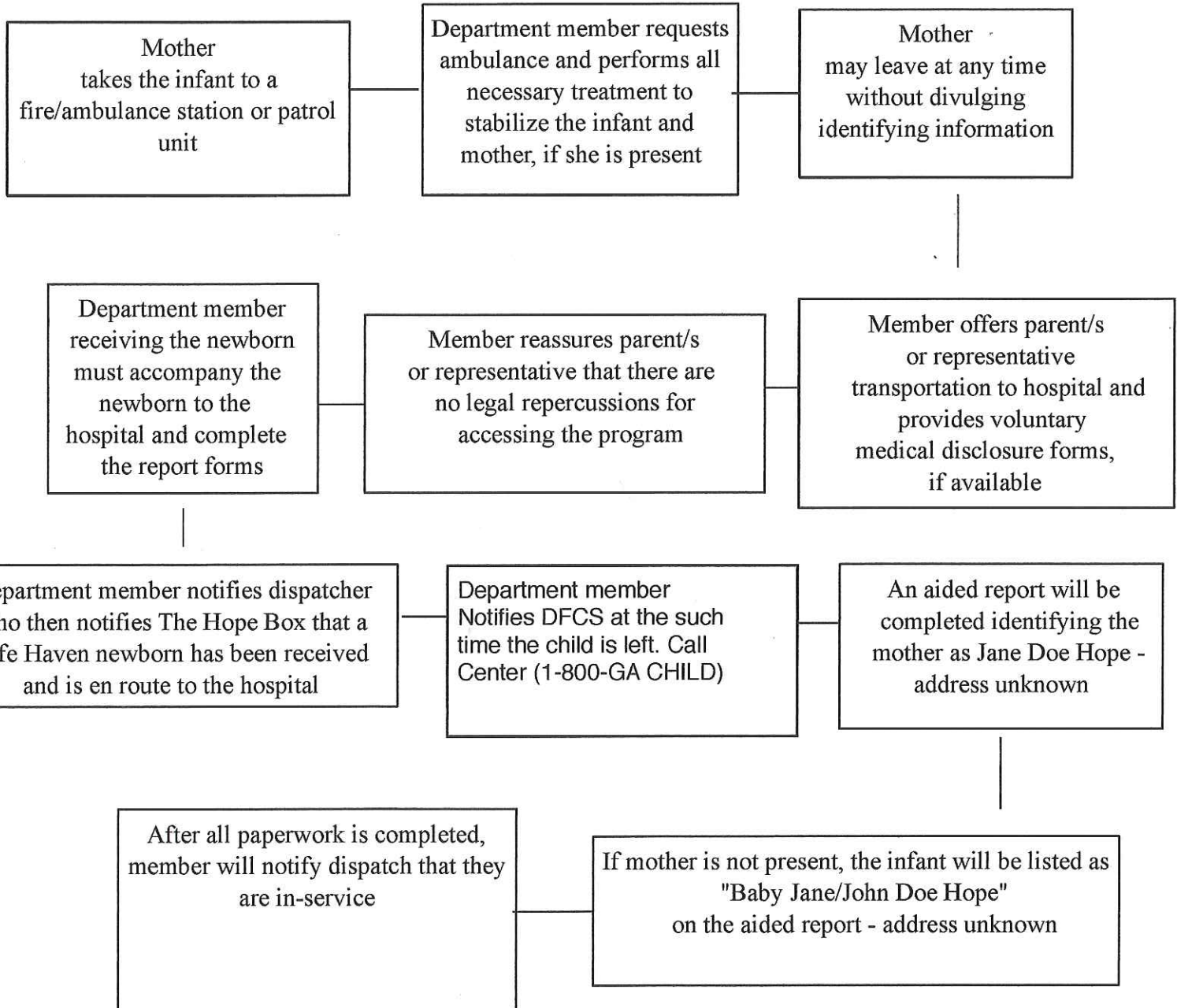
RECOMMENDED ACTION: It is recommended that the Fairburn Fire Department partners with the National Safe Haven Alliance the Hope Box Organization to become "BABY SAFE HAVEN" locations.


Elizabeth Carr-Hurst, Mayor

THE HOPE BOX



Fire/Ambulance Department Flow Chart



BABY SAFE HAVEN

Your baby is
safe here and
at any hospital,
fire station or
police station.



Mother's unable to care for their baby,
30 days old or younger, can hand
them to a staff member, without fear
of prosecution. You may, but will not
be required to leave your information.
Your newborn is safe here.

**YOU DON'T HAVE TO ABANDON YOUR BABY.
YOU HAVE A CHOICE!**

**Call 911 or
678.626.7550**



THE
HOPE ♥ BOX



Children less than one year old are the most vulnerable to death and abuse. This age group ranks highest of children victimized by maltreatment, abuse, neglect, and abandonment, and the rates are rising each year. The Hope Box is here to establish a decrease in these numbers.

GET MORE INFO

Address 3330 Cobb Parkway
Suite 324-180
Acworth, GA 30101

Email volunteer@thehopebox.org

Phone +1-770-765-6301

Online www.thehopebox.org



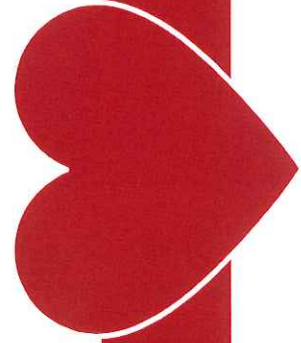
@thehopeboxorg



@thehopebox



THE
HOPE  BOX



THE HOPE BOX

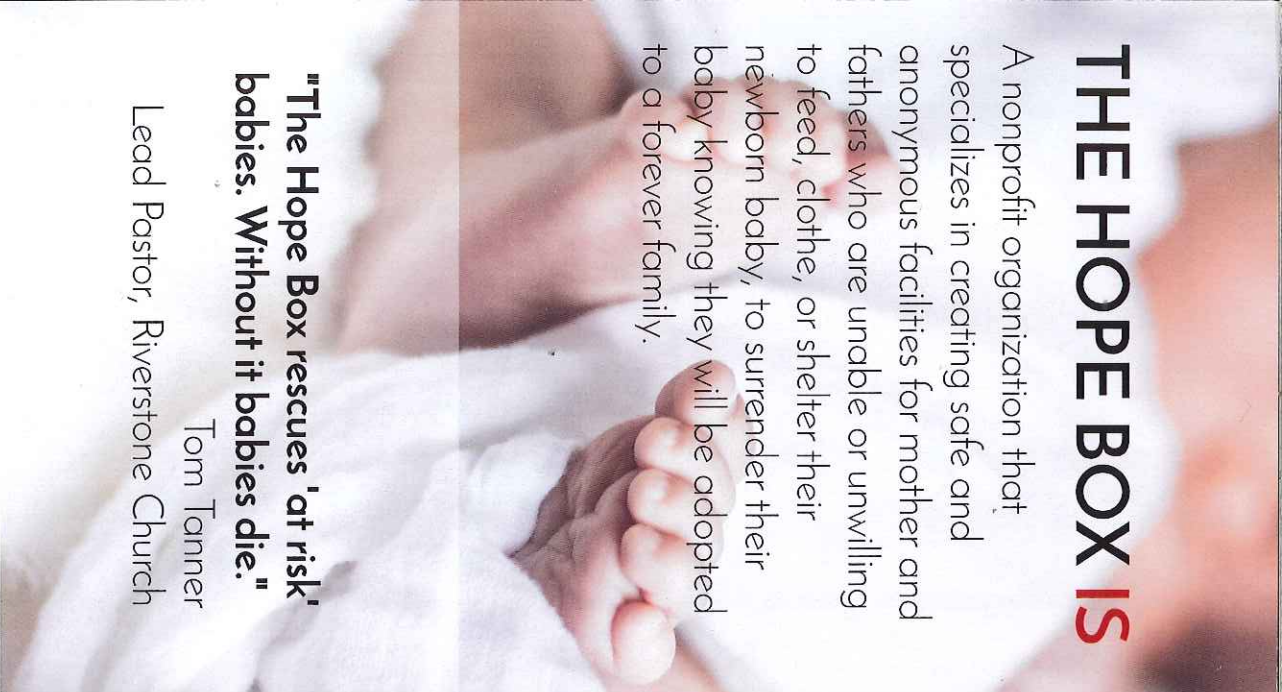
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THE HOPE BOX

ACCOMPLISH
GREATNESS
TOGETHER

THE HOPE BOX IS

A nonprofit organization that specializes in creating safe and anonymous facilities for mother and fathers who are unable or unwilling to feed, clothe, or shelter their newborn baby, to surrender their baby knowing they will be adopted to a forever family.

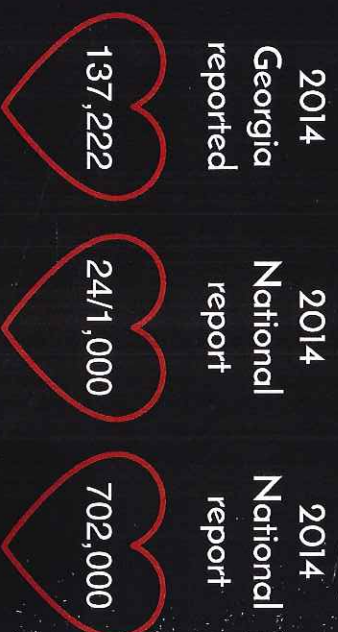


"The Hope Box rescues 'at risk' babies. Without it babies die."

Tom Tanner
Lead Pastor, Riverstone Church

WE PROVIDE

A safe, no questions asked facility.
Complete anonymity at each Hope Box.
Immediate medical assistance for infants.
Rescue teams for those unable to reach a facility.
Community involvement through partnership, resources, and outreach.
Education, awareness, and community transformation to provide hope.



Children victimized

Children victimized under age 1

Estimated children victimized in America

GET INVOLVED

Be the change in your community!
We are seeking those with a heart to serve as a volunteer using their talents and expertise. Join our great team of leaders in bringing the Hope Box to your city.

CONTACT US

Email volunteer@thehopebox.org

Phone +1-770-765-6301

Online www.thehopebox.org

