

## BOARD OF COUNTY COMMISSIONERS

Charles W. Oddo, Chairman  
Vacant, Vice Chair  
David Barlow  
Steve Brown  
Randy Ognio



## FAYETTE COUNTY, GEORGIA

Steve Rapson, County Administrator  
Dennis Davenport, County Attorney  
Floyd L. Jones, County Clerk  
Tameca P. White, Chief Deputy County Clerk

140 Stonewall Avenue West  
Public Meeting Room  
Fayetteville, GA 30214

## AGENDA

August 13, 2015  
7:00 p.m.

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Welcome to the meeting of your Fayette County Board of Commissioners. Your participation in County government is appreciated. All regularly scheduled Board meetings are open to the public and are held on the 2<sup>nd</sup> and 4<sup>th</sup> Thursday of each month at 7:00 p.m.

Call to Order  
Invocation by Commissioner Steve Brown  
Pledge of Allegiance

Acceptance of Agenda

### **ORGANIZATIONAL SESSION:**

1. Election of the Board Vice-Chairman for the duration of Calendar Year 2015.

### **PROCLAMATION/RECOGNITION:**

2. Recognition of Battalion Chief Jeff Hill for completing the Executive Fire Officer program at the National Fire Academy.

### **PUBLIC HEARING:**

### **CONSENT AGENDA:**

3. Approval of staff's recommendation to continue the maintenance agreement (Contract #977-S) between Fayette County and Motorola for the 800 MHz ASTRO Simulcast System and to authorize the Chairman to sign the renewal contract, in the amount of \$496,015.36 for the term of July 1, 2015 through June 30, 2016.
4. Approval of Fire & Emergency Services' request to accelerate replacement of a 2006 General Motors MedTec Medic Unit, which is currently scheduled for replacement in Fiscal Year 2017, into Fiscal Year 2016, authorize staff to obtain proposals for replacement, and authorize purchase of a replacement vehicle in an amount not-to-exceed \$158,100.00 utilizing the Vehicle Replacement Fund.

5. Approval of staff's recommendation to accept the 2014 Assistance to Firefighters Grant in the amount of \$136,355.00, authorize a 10% local match in the amount of \$13,635.00, amend the Fiscal Year 2016 budget to increase both revenues and expenditures by \$136,355.00 for the purpose of purchasing additional portable radios, and authorize the Chairman to sign any related documents.
6. Approval of the Sheriff's request to authorize the Chairman to sign the annual Equitable Sharing Agreement and Certification document, as required by the United States Department of Justice and the United States Department of Treasury.
7. Approval of the Sheriff's decision to dispose of vehicle that was purchased utilizing Federal Seizure Funds by trading said vehicle for the purchase of a new comparable replacement vehicle that will also be purchased using Federal Seizure Funds.
8. Approval of the State Court Judge's request for authorization to accept a grant award from the Criminal Justice Coordinating Council up to the federal funds award amount of \$66,950.00, to authorize the expenditure of 10% local matching funds up to the amount of \$7,439.00, and authorization for the Chairman to sign grant-related documentation.
9. Approval of staff's recommendation to award Bid #961-B Annual Contract for Waterline Extensions for Fiscal Year 2016 to the low bidder Shockley Plumbing in an amount not to exceed \$579,362.50, and authorization for the County Manager to execute the contract and related documents.
10. Approval of the July 23, 2015 Board of Commissioners Meeting Minutes and the August 5, 2015 Special Called Meeting Minutes.

**OLD BUSINESS:**

**NEW BUSINESS:**

11. Consideration of the City of Peachtree City's annexation of 28.3 acres (Bradshaw Family LLP Tract), and the rezoning of said property from A-R (Agricultural-Residential) to 10.5 acres of Limited Use residential (LUR), 8.0 acres of Office-Institutional (O-I), 5.2 acres of General Commercial (G-C), 3.6 acres of Open Space (OS), and 1.0 acre for roads.

**PUBLIC COMMENT:**

**ADMINISTRATOR'S REPORTS:**

**ATTORNEY'S REPORTS:**

**COMMISSIONERS' REPORTS:**

**EXECUTIVE SESSION:**

**ADJOURNMENT:**

In accordance with the Americans With Disabilities Act, accommodations are available for those who are hearing impaired and in need of a wheelchair. The Board of Commissioners Agenda and written material for each item is available on-line through the County's website at [www.fayettecountyga.gov](http://www.fayettecountyga.gov). This meeting will be telecast on Comcast Cable Channel 23 and on the internet at [www.livestream.com](http://www.livestream.com).

# COUNTY AGENDA REQUEST

Proclamation / Recognition #2

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Recognition of Battalion Chief Jeff Hill for completing the Executive Fire Officer program at the National Fire Academy.

**Background/History/Details:**

Fire & Emergency Services is proud to announce that Battalion Chief Jeff Hill has completed the Executive Fire Officer program at the National Fire Academy.

The National Fire Academy's (NFA) Executive Fire Officer Program (EFOP) was developed in 1985 and provides fire officers with a broad perspective on various facets of fire and emergency services administration. The courses and accompanying research examine how to exercise leadership when dealing with difficult or unique problems within communities. This is a rigorous four-year program of study through a series of graduate and upper-division-baccalaureate courses in executive development, leadership, management and operations. Each module lasts two weeks and the officer has six months to complete an applied research program at the completion of each course. The officer must achieve a passing grade to enroll in the next module.

In completing this program Battalion Chief Hill has been exposed to cutting edge and state-of-the-art concepts and theories that will benefit the department and his shift for years to come. The completion of this program demonstrates his level of personal commitment and a great investment in himself.

**What action are you seeking from the Board of Commissioners?**

Recognition of Battalion Chief Jeff Hill for completing the Executive Fire Officer program at the National Fire Academy.

**If this item requires funding, please describe:**

Not Applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**

The Fire and ES Services will provide a Certificate during the recognition.

# COUNTY AGENDA REQUEST

Consent Agenda #3

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Approval of staff's recommendation to continue the maintenance agreement (Contract #977-S) between Fayette County and Motorola for the 800 MHz ASTRO Simulcast System and to authorize the Chairman to sign the renewal contract, in the amount of \$496,015.36 for the term of July 1, 2015 through June 30, 2016.

**Background/History/Details:**

This annual Service Agreement and Contract Renewal provides for the ongoing maintenance of the Fayette County, Georgia 800 MHz ASTRO Simulcast System.

Motorola is the "proprietary source" of these services due to the nature of the equipment. Motorola's service technicians not only maintain the system, but they have an intimate knowledge of the system since they installed it. The original contract was approved with the implementation of they Simulcast System, and this contract identified the costs for the 2015-2016 term.

**What action are you seeking from the Board of Commissioners?**

Approval of staff's recommendation to continue the maintenance agreement between Fayette County and Motorola for the 800 MHz ASTRO Simulcast System and to authorize the Chairman to sign the renewal contract, in the amount of \$496,015.36, for the term of July 1, 2015 through June 30, 2016.

**If this item requires funding, please describe:**

Funds for this renewal are included in the Fiscal Year 2015 Communications M&O budget.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**

This request includes a 5% discount, negotiated by County Administrator Steve Rapson and 911 Communications Interim Director Peggy Glaze, of the full contract value of \$522,121.43. The contract approved on June 26, 2014 was in the amount of \$505,606.29. This current request represents a savings from last year in the amount of \$9,590.93.



*Fayette*  
COUNTY

"WHERE QUALITY  
IS A LIFESTYLE"

**PURCHASING DEPARTMENT**  
140 STONEWALL AVENUE WEST, STE 204  
FAYETTEVILLE, GEORGIA 30214  
PHONE: 770-305-5420  
[www.fayettecountyga.gov](http://www.fayettecountyga.gov)

To: Steve Rapson  
From: Ted L. Burgess  
Date: August 13, 2015  
Subject: Contract #977-S: Motorola Maintenance Agreement

The county entered into maintenance and support agreements in 2004 with Motorola Corporation for various technology systems within the E-911 Communications Department. The agreements include support for the radio system, uninterrupted power source, talk-around channel, weather warning siren system, and 911 phone system.

Because of the nature of emergency communications, and the need for compatibility and continuity, the county did not solicit bids from other vendors for the support services. For Fiscal Year 2016, Motorola's proposal includes a 3% increase for all categories except one, as explained in the attached display.

E-911 Communications recommends renewal of the agreement with Motorola Corporation for Fiscal Year 2015. Based on the proprietary nature of the technology, and the need for continuity and compatibility, I concur with their recommendation.

Currently available budget balances for each maintenance component are shown on the attachment.

Attachment

**Fayette County, Georgia**  
**E 9-1-1 Communications**  
**Motorola Maintenance Agreement**  
**Contract #977-S**

<u>Maintenance Component</u>	<u>FY 2013</u>	<u>FY 2014</u>	<u>FY 2015</u>	<u>Proposed FY 2016</u>	<u>Change FY15-16</u>	<u>Current Budget Balance</u>	
						<u>Account</u>	<u>Available</u>
<b>SmartZone 4.1. System Infrastructure Maint:</b>							
<i>Radio system*</i>	\$412,693.34	\$412,693.34	\$425,074.14	\$437,826.36	3.0%	21530800-522232	\$437,827.00
<b>UPS Maintenance: Uninterrupted power source</b>							
	21,835.68	21,835.68	22,490.76	23,165.48	3.0%	21530800-522232	23,166.00
<b>ITAC Maintenance: Talk around channel</b>							
	8,144.22	8,144.22	8,388.56	8,640.20	3.0%	21530800-522232	8,641.00
<b>MOSCAD / Sirens Maintenance: Weather warning siren system</b>							
	13,314.35	13,314.35	13,713.77	14,125.18	3.0%	21530800-522232	14,125.00
<b>Cassidian Services Maintenance: 911 phone system**</b>							
	<u>34,892.31</u>	<u>34,892.31</u>	<u>35,939.07</u>	<u>12,258.14</u>	<u>-65.9%</u>	21530800-522231	<u>12,259.00</u>
<b>Total Maintenance Charges</b>	<u>\$490,879.90</u>	<u>\$490,879.90</u>	<u>\$505,606.30</u>	<u>\$496,015.36</u>	<u>-1.9%</u>		<u>\$496,018.00</u>

\*Includes network monitoring, dispatch service, onsite infrastructure response, technical support, infrastructure repair, and network preventative maintenance.

\*\* A new, upgraded phone system was installed on February 27, 2015, which included warranties. When the warranties expire, the maintenance agreement price can be expected to rise accordingly.



Ver. 4.8 Build 1000

# SERVICE AGREEMENT

Attn: National Service Support  
1307 East Algonquin Road  
Schaumburg, IL 60196  
(800) 247-2346

Date: 3/4/2015

Agreement Order #: S00001011708  
Agreement Modifier:

Company Name: Fayette County Board Of Comm  
 Attn:  
 Billing Address: 140 W Stonewall Ave W Ste 101  
 City, State, Zip: Fayetteville, GA, 30214  
 Customer Contact: Peggy Glaze  
 Phone: (770)461-4357  
 Fax: (770) 461-5935

Required P.O.: No  
 Customer #: 1035083203  
 Bill to Tag #: 0022  
 Contract Start Date: 07/01/2015  
 Contract End Date: 06/30/2016  
 Anniversary Date: June 30th  
 Payment Cycle: Annual  
 Tax Exempt: Exempt From All Taxes  
 PO #:

Qty	Model/Option	Description	Monthly Ext	Extended
1		<b>4.1 System Maintenance</b> Network Monitoring Dispatch Service Onsite Infrastructure Response - Premier Technical Support Infrastructure Repair with Advanced Replacement Network Preventative Maintenance	\$ 36,485.53	\$ 437,826.36
1		<b>UPS Maintenance</b>	\$ 1,930.46	\$ 23,165.48
1		<b>ITAC Maintenance</b>	\$ 720.02	\$ 8,640.20
1		<b>MOSCAD/Sirens Maintenance</b>	\$ 1,177.10	\$ 14,125.18
1		<b>Cassidian (Plant) Services</b> Software/Firmware Support Mission Control	\$ 1,021.51	\$ 12,258.14

SUBTOTAL - RECURRING SERVICES \$ 41,334.61 \$ 496,015.36

SUBTOTAL - ONE-TIME EVENT SERVICES \$ -

TOTAL \$ - \$ 496,015.36

TAXES \$0.00 \$0.00

GRAND TOTAL \$ 41,334.61 \$ 496,015.36

THIS SERVICE AMOUNT IS SUBJECT TO STATE & LOCAL TAXING JURISDICTIONS. TO BE VERIFIED BY MOTOROLA

### SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

\*\*\* This contract includes a 5% annual pre-pay discount. The full contract value is \$522,121.43. \*\*\*

SUBCONTRACTOR(S)	CITY	STATE
Motorola - SSC Network Management (DO067)	Schaumburg	IL
Motorola - SSC Call Center (DO066)	Schaumburg	IL
Motorola - SSC Technical Support (DO068)	Schaumburg	IL
Diversified Electronics	Forest Park	GA

Motorola's Service Terms & Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
	Customer Support Manager	3/4/2015
MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE
	770-313-7745	
MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE	FAX



Ver 4.8 Build 1000

# SERVICE AGREEMENT

Attn: National Service Support  
 1307 East Algonquin Road  
 Schaumburg, IL 60196  
 (800) 247-2346

Date: 3/4/2015

Agreement Order #: S00001011708

Agreement Modifier: \_\_\_\_\_

Required P.O.: No

Customer #: 1035083203

Bill to Tag #: 0022

Contract Start Date: 07/01/2015

Contract End Date: 06/30/2016

Anniversary Date: June 30th

Payment Cycle: Annual

Tax Exempt: Exempt From All Taxes

PO #: \_\_\_\_\_

Company Name: Fayette County Board Of Comm  
 Attn: \_\_\_\_\_  
 Billing Address: 140 W Stonewall Ave W Ste 101  
 City, State, Zip: Fayetteville, GA, 30214  
 Customer Contact: Peggy Glaze  
 Phone: (770) 461-4357  
 Fax: (770) 461-5935

Qty	Model/Option	Description	Monthly Ext	Extended
1		<b>4.1 System Maintenance</b> Network Monitoring Dispatch Service Onsite Infrastructure Response - Premier Technical Support Infrastructure Repair with Advanced Replacement Network Preventative Maintenance	\$ 36,485.53	\$ 437,826.36
1		<b>UPS Maintenance</b>	\$ 1,930.46	\$ 23,165.48
1		<b>ITAC Manintenance</b>	\$ 720.02	\$ 8,640.20
1		<b>MOSCAD/Sirens Maintenance</b>	\$ 1,177.10	\$ 14,125.18
1		<b>Cassidian (Plant) Services</b> Software/Firmware Support Mission Control	\$ 1,021.51	\$ 12,258.14

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS	SUBTOTAL - RECURRING SERVICES	\$ 41,334.61	\$ 496,015.36
	SUBTOTAL - ONE-TIME EVENT SERVICES		\$ -
	TOTAL	\$ -	\$ 496,015.36

\*\*\* This contract includes a 5% annual pre-pay discount. The full contract value is \$522,121.43. \*\*\*

TAXES	\$0.00	\$0.00
<b>GRAND TOTAL</b>	<b>\$ 41,334.61</b>	<b>\$ 496,015.36</b>

THIS SERVICE AMOUNT IS SUBJECT TO STATE & LOCAL TAXING JURISDICTIONS TO BE VERIFIED BY MOTOROLA

SUBCONTRACTOR(S)	CITY	STATE
Motorola - SSC Network Management (DO067)	Schaumburg	IL
Motorola - SSC Call Center (DO068)	Schaumburg	IL
Motorola - SSC Technical Support (DO069)	Schaumburg	IL
Diversified Electronics	Forest Park	GA

Motorola's Service Terms & Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference

AUTHORIZED CUSTOMER SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

CUSTOMER (PRINT NAME) \_\_\_\_\_

MOTOROLA REPRESENTATIVE (SIGNATURE) *Sean Fletcher* TITLE *Customer Support Manager* DATE *3/4/2015*

MOTOROLA REPRESENTATIVE (PRINT NAME) \_\_\_\_\_ PHONE *770-313-7745* FAX \_\_\_\_\_



## Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

### Section 1. APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

### Section 3. ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

### Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

### Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no

obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

#### **Section 6. TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

#### **Section 7. CUSTOMER CONTACT**

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

#### **Section 8. PAYMENT**

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

#### **Section 9. WARRANTY**

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **Section 10. DEFAULT/TERMINATION**

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

#### **Section 11. LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

#### **Section 12. EXCLUSIVE TERMS AND CONDITIONS**

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

### **Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

### **Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters

### **Section 15. COVENANT NOT TO EMPLOY**

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law

### **Section 16. MATERIALS, TOOLS AND EQUIPMENT**

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

### **Section 17. GENERAL TERMS**

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

Revised Jan 1, 2010

## Maintenance

### System Maintenance Services

The maintenance services for this year on the Fayette County System begins on July 1<sup>st</sup>, 2015 and includes all below listed maintenance services, including parts and labor, during the one-year contract period.

Listed below are brief descriptions of the services provided under the Maintenance Service Agreement for Motorola equipment.

### Overview of Services

You can be confident of receiving the highest level of service, as you would expect from the world's communication leader. In 1988, Congress and the Department of Commerce recognized Motorola's commitment to corporate quality by being awarded the first Malcolm Baldrige National Quality Award. This same recognition was again awarded in 2002. Our commitment to quality assures our customers of the very finest and most timely service available.

Recently, Motorola introduced a major corporate-wide initiative -- 5NINES: SYSTEM AVAILABILITY. Our ability to provide highly available, easy-to-use systems is critical to our fundamental objective of Total Customer Satisfaction and our position as a communications industry leader. 5NINES, or 99.999% availability (less than 5 minutes of total downtime per year), is the telephony standard to which all Motorola wireless systems aspire. The Corporation has committed to a new design culture, ease of use and operational simplicity, robustness metrics, and common platforms and network architecture.

### Maintenance Personnel

The Motorola Maintenance Program proposed for Fayette County combines the services of a local System Service Team with additional Motorola technical, engineering, and administrative support as required. This approach allows for maximum utilization of resources.

There are 29 Authorized Motorola Service Shops located in Georgia. These centers combine the resources of a national organization with the convenience of local service. Because of the capabilities and qualifications of these centers and the extensive Motorola support structure Motorola can provide Fayette County with the highest levels of communications quality and availability.

There are advantages of proximity and quick response times in working with a local company. There are also advantages of size, reliability, financial stability, and expertise in working with an international company. With Motorola you get the benefits of both.

Motorola has designated Diversified Electronics as the authorized Service Elite Specialist (SES) to provide maintenance services for the Fayette County System. Diversified Electronics is located at 309C Agnew Drive, Forest Park, GA.



As a SES, Diversified Electronics is a Motorola Authorized Service Provider and has a strong relationship with Motorola, a leader in communications and the most comprehensive service organization in the land mobile radio industry.

To better serve Fayette County, Diversified Electronics' Technicians and Management have a strong relationship with Motorola in working with Motorola customers. Motorola SESs have access to Motorola's vast resources including Technical Support, Engineering, and System Technologists. SES Technicians are required to meet or exceed stringent technical requirements industry technical certifications. They are continually trained on new Motorola products and systems through field and factory supported national training programs and assessments. These assessments are conducted annually and review areas such as Quality Programs, Customer Interface, Operational Processes, Service Measurements, Conditions of facilities and test equipment, and other metrics. Motorola SES' are also required to have Environmental Health & Safety (EHS) Programs and adequate liability insurance. Motorola assures that this documentation is kept current.

In addition, Motorola provides a local Customer Support Manager (CSM) who serves as a liaison between Fayette County, Diversified Electronics, and Motorola's resources. The CSM will ensure compliance of system's service provided under the warranty and system life-cycle account management. The CSM will serve as the defined point of contact for the following:

- Issuing resolution and escalation.
- Monitoring of contractual performance.
- Providing review and analysis of any problems/issues and fostering a partnership for continuous improvement.

The CSM will also provide Diversified Electronics with updated service information, training, engineering assistance, and computer aided resources so that the services Fayette County receives are of the highest quality and always on the leading edge of technology.

### **Dispatch Service**

The System Support Center's (SSC) Call Center Operations is the central point of contact for all your technical customer service requests. Their function is to manage all calls so the request will be tracked and monitored from beginning to end, via the Case management process. With detailed accounts of each customer system at our fingertips, Customer Support Representatives are trained to prompt the caller for information necessary to understand the situation and determine the next steps to be taken. The team tracks the status of your Case and ensures that all personnel involved have access to your information. If a problem is experienced during the Case management process, the Customer Support Representative may escalate the issue to the appropriate service management team. Appropriate action will be taken to resolve the issue and ensure customer satisfaction and Motorola compliance to our contracted commitments.

Motorola will respond to fixed equipment failures within two hours. This response may be in the form of having a local technician on site or a remote response through dial-up. Repairs will be performed in the most expeditious manner possible either by the Motorola System Support Center remotely or locally by Diversified Electronics utilizing a Field Replacement Unit (FRU).



If it is determined that the necessary replacement unit is not available locally it will be shipped overnight from our inventory at the Motorola System Support Center.

### **Technical Support**

Technical Support is available 7 days a week, 24 hours a day, 365 days a year. The Motorola System Support Center's staff will work with your local service organization or technicians to handle questions related to your Motorola 2-way communications system. The SSC's System Technologists may dial into a system to more clearly define a problem and determine the area of failure in order to decide on the most suitable action plan. If the problem is beyond the scope of the SSC's staff, they will contact key personnel who are involved with the design, development, and manufacture of your communication products for resolution.

### **Network Monitoring**

Network Monitoring Service electronically monitors specific elements of the System for Events and when detected are forwarded to the Motorola System Support Center using system specific monitoring tools. The System Support Center is staffed with trained technologists, who acknowledge the Event, run available diagnostic routines, and initiate an appropriate response.

### **OnSite Infrastructure Response**

If the Call Center Operations determines that hands-on support is needed to resolve the problem, they will dispatch Diversified Electronics to perform repairs, such as exchange FRUs, or take other appropriate action.

OnSite Infrastructure Response provides for on-site response as determined by pre-defined severity levels and response times. Severity 1 issues are dispatched twenty-four (24) hours a day, three hundred sixty five (365) days a year including holidays.

### **Infrastructure Repair**

In the event Diversified Electronics finds a malfunctioning board/unit at the site location, Diversified Electronics will contact the System Support Center's Call Center to request a return authorization (RA) number. Diversified Electronics will remove the malfunctioning board/unit and ship to the SSC for repair. Many of the components in the Fayette County radio network are end of life and can only be repaired on a commercially reasonable effort.

Upon receipt of malfunctioning equipment, the SSC may fully system test and repair malfunctioning Motorola manufactured boards/units down to the component level utilizing automated test equipment. A system test is performed to ensure that all software and hardware is set to current customer configuration. If the unit is not manufactured by Motorola, the unit may be returned to the Original Equipment Manufacturer (OEM) for repair.

Once the equipment is received from the SSC, Diversified Electronics will either re-install the equipment or return to Fayette County's spare inventory.

### **UPS Maintenance**



The UPS Maintenance services on the Fayette County System will maintain all the UPS units that was originally sold on Fayette County's Astro 4.1 800 MHz System. This service will include an annual inspection by Motorola and its selected UPS contractor on Fayette County 4.1 Astro 800 MHz System. This service would also include parts, labor and travel the above mentioned UPS units.

Motorola will provide maintenance to the UPS units due to normal wear and usage type outages. Scheduled services recommended by the manufacturer will also be provided. Motorola will provide first echelon 2-hr., 24x7 response to all major alarms or emergency services requests pertaining to UPS units. Minor alarms or service problems reported not requiring a major response will be serviced 8am-5pm, Monday through Friday (excluding holidays) first echelon, 4-hr. response by Motorola.

Any UPS outage or damage that is caused by fire, flooding, lightning, commercial power surges, vandalism, physical abuse or other acts of God are not covered during the maintenance plan. Any major failure requiring whole replacement assemblies and UPS's **are** covered during the maintenance plan. Any parts, labor, or travel associated with this type of work, after the initial diagnosis, will be covered.

The annual inspection will be given to ensure optimum performance to Fayette County. This inspection will include a Motorola representative as well as Motorola's UPS contractor. This inspection will be of all UPS units sold with the Astro 4.1 800 MHz System. After the inspection a report will be provided to Fayette County describing the findings.

### **Availability of Maintenance Parts**

Together with Fayette County, Motorola expects a life cycle management plan to provide service support, replacement parts, and support solutions throughout the life of the system. Motorola will use commercially reasonable efforts to provide replacement parts for Motorola manufactured subscriber equipment for five (5) years and for Motorola manufactured fixed infrastructure equipment for seven (7) years from the date of last manufacture.

High usage and critical parts are stocked locally at Fayette County locations or Diversified Electronics. A complete inventory of replacement parts for Motorola Manufactured equipment is maintained at the Motorola parts depot and is available to the local service center 7X24. When needed, these parts can be shipped to arrive at Diversified Electronics overnight.

Motorola has made every effort to provide a list of the major assemblies and recommended spare assemblies, FRUs and sub-assemblies within this communications system. Due to the complexity of this system, which includes numerous non-Motorola manufactured assemblies, a complete reliable listing of individual component parts making up all of the assemblies with pricing is not available.

### **Maintenance Pricing**





Critical Services are on a 24 by 7 basis through Motorola and Diversified Electronics. You will also have a Local Motorola Customer Support Manager available to work as a liaison for Fayette to Motorola, including applicable third party contractors.

The Annual Maintenance Price for these core services on the proposed Fayette County System is:

• SmartZone 4.1 System Maintenance Total:	\$ 460,869.85
• UPS Maintenance Total:	\$ 24,384.71
• ITAC Maintenance	\$ 9,094.94
• MOSCAD/Sirens Maintenance Total:	\$ 14,868.61
• Plant Managed Services & SW/FW Total:	\$ 12,903.32
<hr/>	
Maintenance Service Subtotal:	\$ 522,121.43
Annual Prepay Discount:	\$ (26,106.07)
<hr/>	
<b>Maintenance Service Total:</b>	<b>\$ 496,015.36</b>



## **ASTRO 25 Proposal Response**

### **Motorola Standard Parts Statement**

Motorola will use commercially reasonable efforts to provide replacement parts for Motorola manufactured subscriber equipment for five (5) years and for Motorola manufactured fixed infrastructure equipment exclusive of third party IT equipment (e.g. servers, pc's) for seven (7) years, both from the date of last manufacture. Motorola reserves the right to supply either assemblies or piece parts.



**Statement of Work**  
Prepared For :

**FAYETTE COUNTY BOARD OF COMM**

**140 W STONEWALL AVE W STE 101**

**FAYETTEVILLE, GA 30214**



# Statement of Work

## Definitions

### 1.0 Definitions

These defined terms might not apply to every Statement of Work. Capitalized terms below and not otherwise defined within the Statement of Work, or in the Communications System Agreement or other applicable agreement (collectively, "Agreement") have the following meanings:

- 1.1. **Box Unit Test:** Unit is tested in a fixture that simulates the functions for which it was designed, engineered, or manufactured to insure that it meets manufacturer specifications.
- 1.2. **Case:** Electronic tracking document for requests for service through the System Support Center.
- 1.3. **Case Status:** Identifier of the status of a Case from beginning to end.
- 1.4. **Component(s):** Motorola new or refurbished parts of equal quality.
- 1.5. **Configuration Change Support:** A change in a user-defined parameter, which may include a change in the placement of a dispatch console talkgroup window. Fleet mapping is not included in Configuration Change Support.
- 1.6. **Connectivity:** Establishment of remote access to the System via dial up or fixed dedicated links.
- 1.7. **Continuously/Continuous:** Seven (7) days per week, twenty-four (24) hours a day, including holidays.
- 1.8. **Customer:** The end-user Customer as identified in the Agreement.
- 1.9. **Customer Support Plan:** A document mutually developed by Motorola and the Customer that provides information about the Customer and the System and describes the specific processes by which Motorola will deliver and the Customer will receive the services described in this Statement of Work.
- 1.10. **Elements:** Those device types present on the Customer's System whose status may be communicated to the SSC.
- 1.11. **Equipment:** The equipment specified in the Equipment List as set forth in the Agreement, including any additions to the Equipment List during the Warranty Period.
- 1.12. **Enhanced System Support (ESS) Period:** The 12 month period commencing at the start of the Warranty Period for Equipment and Software as defined by the Agreement.
- 1.13. **Event:** An alarm or informational notification received by Motorola through the Network Management tools.
- 1.14. **Feature:** A Software functionality
- 1.15. **Federal Technical Center:** A Motorola facility located in Lanham, Maryland, the purpose of which is to serve as Motorola's centralized location for radio repair for United States Federal Government Customers.
- 1.16. **Firmware:** Software in object code form that is implanted or embedded in hardware.
- 1.17. **FRU:** Field Replaceable Unit, typically a board or module, contained within the Infrastructure.
- 1.18. **Infrastructure:** The fixed Equipment excluding mobiles, portables, and accessories.
- 1.19. **Infrastructure Depot Operations (IDO):** A Motorola facility, which serves as Motorola's centralized location for infrastructure repair.
- 1.20. **Loaner:** Infrastructure that is owned by Motorola and serves as a temporary replacement while the Customer's Infrastructure is being repaired.
- 1.21. **Maintenance:** The process for determining the cause of Equipment failure, removing, repairing, or replacing Components necessary to conform the Equipment with the manufacturer's specifications along with system-specific specifications, delivering and reinstalling the Components, and placing the Equipment back into operation.
- 1.22. **MCNS:** Mission Critical Network Services
- 1.23. **Motorola Software:** Software whose copyright is owned by Motorola or its affiliated company
- 1.24. **Non-Motorola Software:** Software whose copyright is owned by a party other than Motorola or its affiliated company.
- 1.25. **Notification:** The point in time when the Customer contacts Motorola and requests service.
- 1.26. **Optional Feature:** An additional Feature issued with a System Release that is available to Customer at additional cost.
- 1.27. **Radio Support Center (RSC):** A Motorola facility which serves as Motorola's centralized location for radio repair.
- 1.28. **Response:** The event when a technician, a remote systems technologist or a remote network specialist begins actively to work on the technical issue, remotely or on-site, as determined by Motorola.
- 1.29. **Restore/Restoration/Restoral:** The effort required to bring Equipment to the level for which it was designed, engineered and adjusted for performance in accordance with the manufacturer's published specifications, although such Equipment may not necessarily be malfunctioning.
- 1.30. **Servicer:** A Motorola Authorized Service Station or Motorola Field Service personnel.

- 1.31. Severity Level: The degree of adverse impact of an issue or Event.
- 1.32. Software: The software furnished with the System, including any Motorola Software and Non-Motorola Software.
- 1.33. Software License Agreement: The agreement or portion of an agreement pursuant to which Motorola licenses Software to Customer, including System Releases.
- 1.34. Special Product Feature: A Feature that is specially developed for Customer and which contains a functionality that is unique to Customer.
- 1.35. Standard Business Day: Monday through Friday, 8:30 a.m. to 4:30 p.m., local time, excluding Motorola holidays.
- 1.36. Standard Feature: A software functionality for components of Customer's System that is available to Customer in the standard software release
- 1.37. Start Date: Effective start date as listed on the Agreement.
- 1.38. System: The communications system as defined in the Communications System Agreement or other applicable Agreement.
- 1.39. System Acceptance: Unless otherwise defined in the Communications System Agreement, the date upon which Motorola has successfully completed all of the System Tests as described in the acceptance test plan.
- 1.40. System Support Center (SSC): A Motorola facility which serves as Motorola's centralized system support facility to compliment the field support resources
- 1.41. System Release: One software version release on a particular platform. ASTRO 25 6.3 example is where 6 is the platform indicator and .3 is software version release indicator.
- 1.42. System Test: Unit is tested in a Motorola manufactured system of similar type from which the unit was designed to test all functionality of the unit to insure that it meets manufacturer specifications.
- 1.43. Systemic: A recurring Software or hardware defect that significantly affects the operation of the System.
- 1.44. Technical Support Operations (TSO): A centralized telephone support help desk that provides technical support for Motorola customers who have purchased products from Motorola (Networks & Enterprise) or who have a contract for technical support services.
- 1.45. Vendor: Any manufacturer (other than Motorola) or third party that services or repairs Infrastructure or subscriber equipment
- 1.46. Verification: Contacting the appropriate designated person to verify the System is operational (original problem resolved) and closing the Case.
- 1.47. Work-around: A change in the followed procedures or data supplied by Vendor to avoid error without substantially impairing use of the Equipment.
- 1.48. Work Flow: A step-by-step process including instruction or direction for routing, handling, and processing information at a given agency.

#### Definitions

*Approved by Motorola Contracts & Compliance 10-31-2006*



## Statement of Work

### Network Monitoring, OnSite Infrastructure Response and Dispatch Service

Motorola will provide Network Monitoring, Dispatch Service and OnSite Infrastructure Response services to the Customer. These services are applicable only for the following system types: ASTRO®, ASTRO® 25, ARC 4000, SmartZone®/OmniLink® v2.0.3 and higher, SmartNet®, Private Data (with a wireless network gateway) v2.0.3 and higher, and Harmony® Wireless Communications System. The terms of this Statement of Work (SOW) are an integral part of the Motorola Service Terms and Conditions or other applicable Agreement(s) with the Customer to which this SOW is appended and made a part thereof by this reference.

#### 1.0 Description of Services

Network Monitoring is a service designed to electronically monitor Elements of a Communication System for Events, as set forth in the Monitored Elements Table. When the Motorola System Support Center (SSC) detects an Event, trained technologists acknowledge and remotely diagnose the Event and initiate an appropriate response per the customer profile. Appropriate responses could include, but are not limited to, continuing to monitor the Event for further development transferring the Event to Technical Support, or opening a Case for dispatch of a Servicer. If dispatched, the Servicer will respond at the Customer location based on pre-defined Severity Levels set forth in the Severity Definitions Table and Response times set forth in the On-Site Response Time Table in order to Restore the System.

Motorola will provide Case management as set forth herein. The SSC maintains contact with the on-site Servicer until System Restoral occurs and Case is closed. The SSC will continuously track and manage Case activity from open to close through an automated Case tracking process.

#### 2.0 Motorola Responsibilities:

- 2.1 Provide dedicated Connectivity through a private network connection necessary for monitoring ASTRO and ASTRO25, SmartZone/ OmniLink, Private Data, and Harmony Wireless Communications network types. The Connectivity Matrix set forth in Appendix 1, further describes the Connectivity options.
- 2.2 If determined necessary by Motorola, provide Motorola owned equipment for monitoring ASTRO and ASTRO 25 System elements. If Motorola installs or replaces Motorola owned equipment, the type equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table.
- 2.3 If determined necessary by Motorola, provide Motorola owned equipment for monitoring SmartNet System elements. If Motorola installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table.
- 2.4 Verify Connectivity and Event monitoring prior to System Acceptance or Start Date.
- 2.5 Continuously receive data from Customer monitored System and Customer initiated service requests.
- 2.6 Remotely access the Customer's System to perform remote diagnostics as permitted by Customer pursuant to section 3.1
- 2.7 Create a Case as necessary when service requests are received. Gather information to perform the following:
  - 2.7.1 Characterize the issue
  - 2.7.2 Determine a plan of action
  - 2.7.3 Assign and track the Case to resolution.
- 2.8 Dispatch a Servicer, as required, by Motorola standard procedures and provide necessary Case information collected in section 2.7
- 2.9 Ensure the required personnel have access to Customer information as needed.
- 2.10 Disable and enable System devices, as necessary, for Servicers.
- 2.11 Servicer will perform the following on-site:
  - 2.11.1 Run diagnostics on the Infrastructure or FRU.
  - 2.11.2 Replace defective Infrastructure or FRU, as applicable. Customer, Servicer or Motorola may provide Infrastructure or FRU.
  - 2.11.3 Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the Maintenance service.
  - 2.11.4 If a third party Vendor is needed to restore the System, the Servicer may accompany that Vendor onto the Customer's premises.

- 2.12 Verify with Customer that Restoration is complete or System is functional, if required by Customer's repair Verification preference described in the Customer Support Plan required by section 3.5. If Verification by Customer cannot be completed within 20 minutes of Restoration, the Case will be closed and the Servicer will be released.
- 2.13 Escalate the Case to the appropriate party upon expiration of a Response time.
- 2.14 Close the Case upon receiving notification from Customer or Servicer, indicating the Case is resolved.
- 2.15 Notify Customer of Case Status, as described in the Customer Support Plan required by section 3.5 at the following Case levels
  - 2.15.1 Open and closed; or
  - 2.15.2 Open, assigned to the Servicer, arrival of the Servicer on site, deferred or delayed, closed.
- 2.16 Provide the following reports, as applicable:
  - 2.16.1 Case activity reports to Customer.
  - 2.16.2 Network Monitoring Service reports for Customer System(s).
  - 2.16.3 Network Activity/Availability Reports for ASTRO25, SmartZone/ OmniLink, and Private Data Systems only.
- 2.17 Respond in accordance to pre-defined Response times upon receipt from Customer of Customer managed passwords required for proper access to the Customer's System.
- 2.18 Apply additional support charges above and beyond the contracted service agreements that may apply if it is determined that System faults were caused by the Customer making changes to critical System parameters.

### 3.0 Customer Responsibilities:

- 3.1 Allow Motorola Continuous remote access to obtain System availability and performance data.
- 3.2 Allow Motorola to access System if firewall has been installed; provide permanent/dedicated access for SNMP traps (outbound) and ZDS polling (inbound). Also provide continuous utility service to any Motorola equipment installed or utilized at Customer's premises to support delivery of the Service.
- 3.3 Order and maintain dedicated dial-up phone lines for telephone service for SMARTNET System types. The Connectivity Matrix set forth in Appendix 1, further describes the Connectivity options.
- 3.4 Unless otherwise specified, Motorola recommends a private network connection for all other Systems. The Connectivity Matrix set forth in Appendix 1, further describes the Connectivity options.
- 3.5 Provide Motorola with pre-defined Customer information and preferences prior to Start Date necessary to complete Customer Support Plan.
  - 3.5.1 Case notification preferences and procedure
  - 3.5.2 Repair Verification Preference and procedure
  - 3.5.3 Database and escalation procedure forms.
  - 3.5.4 Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
- 3.6 Provide the following information when initiating a service request:
  - 3.6.1 Assigned System ID number
  - 3.6.2 Problem description and site location
  - 3.6.2 Other pertinent information requested by Motorola to open a Case.
- 3.7 Notify the System Support Center when Customer performs any activity that impacts the System. (Activity that impacts the System may include, but is not limited to, installing software or hardware upgrades, performing upgrades to the network, or taking down part of the system to perform maintenance.)
- 3.8 Allow Servicers access to Equipment (including any Connectivity or monitoring equipment) if remote service is not possible.
- 3.9 Allow Servicers access to remove Motorola owned monitoring equipment upon cancellation of service.
- 3.10 Supply Infrastructure or FRU, as applicable, in order for Motorola to Restore the System as set forth in paragraph 2.12.2
- 3.11 Maintain and store in an easy accessible location any and all Software needed to Restore the System.
- 3.12 Maintain and store in an easily accessible location proper System backups.
- 3.13 Verify with the SSC that Restoration is complete or System is functional, if required by the Repair Verification Preference provided by Customer in accordance with section 3.5.
- 3.14 Pay additional support charges above and beyond the contracted service agreements that may apply if it is determined that System faults were caused by the Customer making changes to critical System parameters
- 3.15 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW.

## Severity Definitions Table

Severity Level	Problem Types
Severity 1	<ol style="list-style-type: none"> <li>1. Response is provided Continuously</li> <li>2. Major System failure</li> <li>3. 33% of System down</li> <li>4. 33% of Site channels down</li> <li>5. Site Environment alarms (smoke, access, temp, AC power) as determined by the SSC.</li> <li>6. This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available.</li> </ol>
Severity 2	<ol style="list-style-type: none"> <li>1. Response during Standard Business Day</li> <li>2. Significant System Impairment not to exceed 33% of system down</li> <li>3. System problems presently being monitored</li> <li>4. This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective</li> </ol>
Severity 3	<ol style="list-style-type: none"> <li>1. Response during Standard Business Day</li> <li>2. Intermittent system issues</li> <li>3. Information questions</li> <li>4. Upgrades/preventative maintenance</li> <li>5. This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.</li> </ol>

## On-Site Response Time Table (Customer's Response Time Classification is designated in the Service Agreement).

Severity Level	Premier Response Time	Restoral	Off Deferral
Severity 1	Within 2 hours from receipt of Notification Continuously	8 Hours	Time provided by Servicer *
Severity 2	Within 4 hours from receipt of Notification Standard Business Day	8 Hours	Time provided by Servicer *
Severity 3	Within 24 hours from receipt of Notification Standard Business Day	48 Hours	Time provided by Servicer *

· Please note these are Standard Commitment times. The commitment times should be based on the Customers Support Plan.

· Provide update **before** the specific contractual commitments come due.

\* Note: Provide update to System Support Center **before** Deferral time comes due.

## Appendix 1

### Connectivity Matrix

System Type	Connectivity	Responsibility
Astro 25	T1	Motorola
SmartZone/OmniLink v3.5 and below	256K	Motorola
SmartZone/OmniLink v4 and above	512K	Motorola
Private Data	256K	Motorola
ARC 4000	T1 or VPN	Motorola
MESH	T1 or VPN	Motorola
Harmony	T1	Motorola



MotoBridge	T1 or VPN	Motorola
SmartNet	Dial-up	Customer

<b>Private Network Connection IP VPN (All Customers)</b>	<b>Public Internet Connection IP VPN (Option Available only to Customers outside of the US)</b>
Standard solution for real time Connectivity	Non Standard solution for Connectivity
Dedicated bandwidth configuration provided to monitor Customers	No dedicated bandwidth provided to monitor Customers
Protected from unauthorized intrusion	Low risk of unauthorized intrusion
Encryption available	Encryption is required
Connectivity available through Motorola	Customer provides Connectivity to the internet via an internet service provider selected by Customer.

#### **Motorola Owned & Supplied Equipment Table**

<b>Equipment Type</b>	<b>Location Installed</b>
Firewall/Router	Master Site
System Support Server	Master Site for each Zone

#### **Monitored Elements Table** (Listed by technology)

<b>System Type</b>	<b>Equipment</b>
--------------------	------------------

*Legal Approval  
September 2010*



## Statement of Work

### Network Monitoring and Customer Technician Dispatch

Motorola will provide Network Monitoring and Customer Technician Dispatch Service to Customers Systems. These services are applicable only for the following system types: ASTRO®, ASTRO® 25, SmartZone®/OmniLink® v2.0.3 and higher, SmartNet®, Private Data (with a wireless network gateway) v2.0.3 and higher, and Harmony® Wireless Communications Systems. The terms of this Statement of Work (SOW) are an integral part of the Motorola Service Terms and Conditions or other applicable Agreement(s) with the Customer to which this SOW is appended and made a part thereof by this reference.

#### 1.0 Description of Services

Network Monitoring is a service designed to electronically monitor Elements of a Communication System for Events, as set forth in the Monitored Elements Table. When the Motorola System Support Center (SSC) detects an Event, trained technologists acknowledge and remotely diagnose the Event and initiate an appropriate response per the customer profile. Appropriate responses could include, but are not limited to, continue monitoring the Event for further development transferring the Event to Technical Support or opening a Case for dispatch of a Customer's technician.

Motorola will provide Case management as set forth herein. The SSC maintains contact with the on-site Customer Technician until System Restoral occurs and Case is closed. The SSC will Continuously track and manage Case activity from open to close through an automated Case tracking process

#### 2.0 Motorola responsibilities:

- 2.1 Provide dedicated Connectivity through a private network connection necessary for monitoring ASTRO, ASTRO25, SmartZone/ OmniLink, Private Data, and Harmony Wireless Communications network types. The Connectivity Matrix set forth in Appendix 1 further describes the Connectivity options.
- 2.2 If determined necessary by Motorola, provide Motorola owned equipment for monitoring ASTRO and ASTRO 25 System elements.. If Motorola installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table.
- 2.3 If determined necessary by Motorola, provide Motorola owned equipment for monitoring SmartNet system elements. If Motorola installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table.
- 2.4 Verify Connectivity and Event monitoring prior to System Acceptance or Start Date.
- 2.5 Continuously receive data from Customer monitored System and Customer initiated service requests.
- 2.6 Remotely access the Customer's System to perform remote diagnostics as permitted by Customer pursuant to section 3.1.
- 2.7 Create a Case as necessary when service requests are received. Gather information to perform the following:
  - 2.7.1 Characterize the issue
  - 2.7.2 Determine a plan of action
  - 2.7.3 Assign and track the Case to resolution.
- 2.8 Contact technician or other representative designated by Customer as the dispatch contact (Customer Contact) and provide necessary Case information collected in 2.7.
  - 2.8.1 If Customer contact does not respond to Motorola as required by the Customer Support Plan provided by Customer pursuant to section 3.5 below, Motorola will continue to attempt to reach Customer contact every 10 minutes until contact has been attempted for each name set forth in the pre-defined escalation contact table provided by Customer pursuant to section 3.5.2.
  - 2.8.2 Upon attempting each name on the pre-defined escalation contact table, Motorola will either send an email or leave a voice mail message with the Customer contact notifying Customer contact of the Case. Thereafter, Motorola will defer the Case to the next Standard Business Day.
  - 2.8.3 On the next Standard Business Day, Motorola will attempt to reach the Customer contact again as set forth in section 2.8.1. If all contacts on the Customer escalation table provided pursuant to 3.5.2 have been attempted, without receiving any Customer response, Motorola will close the Case. Motorola will not be responsible for any damages of any kind arising out of or relating to the inability of Motorola to reach the Customer Contact or others on the Customer escalation table.
- 2.9 Escalate the Case per the escalation contact table provided by Customer pursuant to 3.5.2 if

Customer's technician does not report site arrival, Response or Restoration within Customer requested Response times as set forth the Customer Support Plan.

- 2.10 Verify with Customer that Restoration is complete or System is functional, if required by Customer's repair Verification preference in the Customer Support Plan. If Verification by Customer cannot be completed within 20 minutes of Restoration, the Case will be closed and the Customer technician will be released.
- 2.11 Close the Case upon receiving notification from Customer indicating the Case is resolved.
- 2.12 Notify Customer of Case Status, as required by the Customer Support Plan at the following Case levels:
  - 2.12.1 Open and closed; or
  - 2.12.2 Open, assigned to Customer technician, arrival of Customer technician on site, deferred or delayed, closed.
- 2.13 Provide the following reports, as applicable:
  - 2.13.1 Case activity reports to Customer.
  - 2.13.2 Network Monitoring Service reports for Customer System(s),
  - 2.13.3 Network Activity/Availability Reports for ASTRO 25, SmartZone/ OmniLink, and Private Data Systems only.
- 2.14 Respond in accordance to pre-defined Response times upon receipt from Customer of Customer managed passwords required for proper access to the Customer's System.
- 2.15 Apply additional support charges above and beyond the contracted service agreements that may apply if it is determined that System faults were caused by the Customer making changes to critical System parameters.

### 3.0 Customer Responsibilities:

- 3.1 Allow Motorola Continuous remote access to obtain System availability and performance data
- 3.2 Allow Motorola to access System if firewall has been installed; provide permanent/dedicated access for SNMP traps (outbound) and ZDS polling (inbound). Also provide continuous utility service to any Motorola equipment installed or utilized at Customer's premises to support delivery of the Service.
- 3.3 Order and maintain dedicated dial-up phone lines for telephone service for SMARTNET System types. The Connectivity Matrix set forth in Appendix 1, further describes the Connectivity options.
- 3.4 Unless otherwise specified, Motorola recommends a private network connection for all other Systems. The Connectivity Matrix set forth in Appendix 1, further describes the Connectivity options.
- 3.5 Provide Motorola with pre-defined Customer information and preferences prior to Start Date necessary to complete Customer Support Plan, including, but not limited to:
  - 3.5.1 Case notification preferences and procedure
  - 3.5.2 Escalation contact table
  - 3.5.3 Severity Level definitions
  - 3.5.4 Site arrival preference and procedure
  - 3.5.5 Repair Verification preference and procedure
  - 3.5.6 Response and Restoration time commitments
  - 3.5.7 Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
- 3.6 Provide the following information when initiating a service request:
  - 3.6.1 Assigned System ID number
  - 3.6.2 Problem description and site location
  - 3.6.3 Other pertinent information requested by Motorola to open a Case.
- 3.7 Notify the SSC when Customer performs any activity that impacts the System. (Activity that impacts the System may include, but is not limited to, installing software or hardware upgrades, performing upgrades to the network, or taking down part of the system to perform maintenance.)
- 3.8 Respond to Motorola within 10 minutes of receipt of page or telephone call to accept assignment of Case. If Customer fails to contact Motorola within 10 minutes, Motorola will follow the escalation process described in section 2.8.1 above.
- 3.9 Report Restoration to Motorola upon resolution of Case within Restoration times set forth in the Customer Support Plan.
- 3.10 Report site arrival to Motorola within the Response and Restoration time commitments for all accepted cases if required in the Customer Support Plan.
- 3.11 Allow Motorola access to remove Motorola owned monitoring equipment upon cancellation of service.
- 3.12 Provide all Customer managed passwords required to access the Customer's System to Motorola upon request or when opening a Case to request service support or enable Response to a technical issue.
- 3.13 Pay additional support charges above and beyond the contracted service agreements that may apply if it

- 3.14 is determined that System faults were caused by the Customer making changes to critical System parameters. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW.

## Appendix 1

### Connectivity Matrix

System Type	Connectivity	Responsibility
Astro 25	T1	Motorola
SmartZone/OmniLink v3.5 and below	256K	Motorola
SmartZone/OmniLink v4 and above	512K	Motorola
Private Data	256K	Motorola
ARC 4000	T1 or VPN	Motorola
MESH	T1 or VPN	Motorola
Harmony	T1	Motorola
MotoBridge	T1 or VPN	Motorola
SmartNet	Dial-up	Customer

Private Network Connection IP VPN (All Customers)	Public Internet Connection IP VPN (Option Available only to Customers outside of the US)
Standard solution for real time Connectivity	Non Standard solution for Connectivity
Dedicated bandwidth configuration provided to monitor Customers	No dedicated bandwidth provided to monitor Customers
Protected from unauthorized intrusion	Low risk of unauthorized intrusion
Encryption available	Encryption is required
Connectivity available through Motorola	Customer provides Connectivity to the internet via an internet service provider selected by Customer.

### Motorola Owned & Supplied Equipment Table

Equipment Type	Location Installed
Firewall/Router	Master Site
System Support Server	Master Site for each Zone

### Monitored Elements Table (Listed by technology)

System Type	Equipment
-------------	-----------

*Legal Approval  
September 2010*



## Statement of Work

### Infrastructure Repair with Advanced Replacement

#### 1.0 Description of Services

Infrastructure Repair is a repair service for Motorola and select third party Infrastructure as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated into this Statement of Work (SOW) by this reference. Customer's System type determines which exhibit is applicable (i.e. SmartZone system exhibit, SmartNet system exhibit). Infrastructure may be repaired down to the Component level, as applicable, at the Motorola Infrastructure Depot Operations (IDO). At Motorola's discretion, select third party Infrastructure may be sent to the original equipment manufacturer or third party vendor for repair. If Infrastructure is no longer supported by the original equipment manufacturer or third party vendor, Motorola may replace Infrastructure with similar Infrastructure, when possible.

When available, Motorola will provide Customer with an Advanced Replacement unit(s) or FRU(s) in exchange for Customer's malfunctioning FRU(s). Non-standard configurations, Customer-modified Infrastructure and certain third party Infrastructure are excluded from Advanced Replacement service. Malfunctioning FRU (s) will be evaluated and repaired by IDO and returned to IDO FRU inventory upon completion of repair. In cases where Advanced Replacement is not available or when a Customer requires the exact serial number to be returned, a FRU may be available on a Loaner basis.

The terms and conditions of this SOW are an integral part of Motorola's Service Terms and Conditions or other applicable agreement to which it is attached and made a part thereof by this reference.

#### 2.0 Motorola has the following responsibilities:

- 2.1 Use commercially reasonable efforts to maintain an inventory of FRU.
- 2.2 Provide new or reconditioned units as FRU to Customer or Servicer, upon request and subject to availability. The FRU will be of similar kit and version, and will contain like boards and chips, as the Customer's malfunctioning Infrastructure.
- 2.3 Program FRU to original operating parameters based on templates provided by Customer as required in Section 3.5. If Customer template is not provided or is not reasonably usable, a standard default template will be used.
- 2.4 Properly package and ship Advanced Replacement FRU from IDO's FRU inventory to Customer specified address.
  - 2.4.1 During normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays, FRU will be sent next day air via Federal Express Priority Overnight or UPS Red, unless otherwise requested. Motorola will pay for such shipping, unless Customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, Customer will be subject to shipping and handling charges.
  - 2.4.2 When sending the Advanced Replacement FRU to Customer, provide a return air bill in order for Customer to return the Customer's malfunctioning FRU. The Customer's malfunctioning FRU will become property of IDO and the Customer will own the Advanced replacement FRU.
  - 2.4.3 When sending a Loaner FRU to Customer, IDO will not provide a return air bill for the malfunctioning Infrastructure. The Customer is responsible to arrange and pay for shipping the malfunctioning Infrastructure to IDO. IDO will repair and return the Customer's Infrastructure and will provide a return air bill for the customer to return IDO's Loaner FRU.
- 2.5 Provide repair return authorization number upon Customer request for Infrastructure that is not classified as an Advanced Replacement or Loaner FRU.
- 2.6 Receive malfunctioning Infrastructure from Customer and document its arrival, repair and return.
- 2.7 Perform the following service on Motorola Infrastructure:
  - 2.7.1 Perform an operational check on the Infrastructure to determine the nature of the problem.
  - 2.7.2 Replace malfunctioning FRU or Components.

- 2.7.3 Verify that Motorola Infrastructure is returned to Motorola manufactured specifications, as applicable
- 2.7.4 Perform a Box Unit Test on all serviced Infrastructure.
- 2.7.5 Perform a System Test on select Infrastructure.
- 2.8 Provide the following service on select third party Infrastructure:
  - 2.8.1 Perform pre-diagnostic and repair services to confirm Infrastructure malfunction and eliminate sending Infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
  - 2.8.2 Ship malfunctioning Infrastructure to the original equipment manufacturer or third party vendor for repair service, when applicable.
  - 2.8.3 Track Infrastructure sent to the original equipment manufacturer or third party vendor for service.
  - 2.8.4 Perform a post-test after repair by Motorola, original equipment manufacturer, or third party vendor to confirm malfunctioning Infrastructure has been repaired and functions properly in a Motorola System configuration, when applicable.
- 2.9 Re-program repaired Infrastructure to original operating parameters based on templates provided by Customer as required by Section 3.5. If Customer template is not provided or is not reasonably usable, a standard default template will be used. If IDO determines that the malfunctioning Infrastructure is due to a Software defect, IDO reserves the right to reload Infrastructure with a similar Software version. Enhancement Release(s), if needed, are subject to additional charges to be paid by Customer unless the Customer has a Motorola Software Subscription agreement.
- 2.10 Properly package repaired Infrastructure unless Customer's malfunctioning FRU was exchanged with an IDO FRU. Motorola will return Customer's FRU(s) to IDO's FRU inventory, upon completion of repair.
- 2.11 Ship repaired Infrastructure to the Customer specified address during normal operating hours set forth in 2.4.1. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping, unless Customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, Customer will be subject to shipping and handling charges.
- 3.0 Customer has the following responsibilities:
  - 3.1 Contact or instruct Servicer to contact the Motorola System Support Center (SSC) and request an Advanced Replacement, or Loaner FRU and a return authorization number (necessary for all non-Advanced Replacement repairs) prior to shipping malfunctioning Infrastructure or third party Infrastructure named in the applicable attached Exhibit.
    - 3.1.1 Provide model description, model number, serial number, type of System and Firmware version, symptom of problem and address of site location for FRU or Infrastructure.
    - 3.1.2 Indicate if Infrastructure or third party Infrastructure being sent in for service was subjected to physical damage or lightning damage.
    - 3.1.3 Follow Motorola instructions regarding inclusion or removal of Firmware and Software applications from Infrastructure being sent in for service.
    - 3.1.4 Provide Customer purchase order number to secure payment for any costs described herein.
  - 3.2 Pay for shipping of Advanced Replacement or Loaner FRU from IDO if Customer requested shipping outside of standard business hours or carrier programs set forth in section 2.4.1.
  - 3.3 Within five (5) days of receipt of the Advanced Replacement FRU from IDO's FRU inventory, properly package Customer's malfunctioning Infrastructure and ship the malfunctioning Infrastructure to IDO for evaluation and repair as set forth in 2.7. Customer must send the return air bill, referenced in 2.4.2 above back to IDO in order to ensure proper tracking of the returned Infrastructure. Customer will be subject to a replacement fee for malfunctioning Infrastructure not properly returned. For Infrastructure and/or third party Infrastructure repairs that are not exchanged in advance, properly package Infrastructure and ship the malfunctioning FRU, at Customer's expense and risk of loss to Motorola. Customer is responsible for properly packaging the Customer malfunctioning Infrastructure FRU to ensure that the shipped Infrastructure arrives un-damaged and in repairable condition. Clearly print the return authorization number on the outside of the packaging.
  - 3.4 If received, Customer must properly package and ship Loaner FRU back to IDO within five (5) days of receipt of Customer's repaired FRU.
  - 3.5 Maintain templates of Software/applications and Firmware for reloading of Infrastructure as set forth in paragraph 2.3 and 2.9.
  - 3.6 For Digital In-Car Video Infrastructure, remove video from equipment prior to sending Infrastructure in

for repair. Video retrieval is a separate service and is not included as part of this SOW. Additional services and fee applies.

3.7 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Infrastructure Repair with Advanced Replacement services to Customer.

4.0 In addition to any exclusions named in Section 5 of the Service Terms and Conditions or in any other underlying Agreement to which this SOW is attached, the following items are excluded from Infrastructure Repair with Advanced Replacement:

1. All Infrastructure over seven (7) years from product cancellation date.
2. All Broadband/WiNS Infrastructure three (3) years from product cancellation date.
3. Physically damaged Infrastructure.
4. Third party Equipment not shipped by Motorola.
5. Consumable items including, but not limited to batteries, connectors, cables, tone/ink cartridges.
6. Video retrieval from Digital In-Car Video equipment
7. Test equipment.
8. Racks, furniture and cabinets.
9. Firmware and/or Software upgrades.

SmartZone System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas, cables, towers, tower lighting, and transmission lines.
Base Station(s) and Repeater(s)	Includes: Quantar, Quantro, Digital, MTR2000 ONLY.
Central Electronics Bank(s)	Includes Logging Recorder, Interface and Network Hub Excludes all other technologies see SOW specifically for NICE logging recorders
Channel Bank(s)	Includes Premisys and Telco Excludes Siemens
Comparator(s)	Includes Spectratrac, Digitac, and ASTRO-tac Comparators
Computer(s)	Includes computers (Pentium I, II, III, IV) that directly interface with or control the communications System, including Systemwatch II, keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers, defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes Centracom Gold Elite, MCC7500, MCC5500, MIP5000 as part of complete communication System ? including headset jacks, dual footswitches, and gooseneck microphones. Excludes cables
Controller(s) -Trunking	Includes SmartNet II prime and remote controllers. Excludes SSMT and SCMS controllers.

Dictaphones, Logging Recorders and Recording Equipment	Excludes all technologies see SOW specifically for NICE logging recorders
Digital Interface Unit(s)	Included
Digital Signaling Modem(s)	Included upon modem model availability
Digital Voice Modem(s)	Included upon modem model availability
Embassy Switch	Includes AEB, AIMI, ZAMBI, AMB
Management Terminals	Includes computers (Pentium I, II, III, IV) that directly interface with or control the communications System, including Systemwatch II. Excludes laptop computers and all 286, 386, 486 computers.
MBEX(s) or NOVA Interconnect	Included
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention as well as monitors that were not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Moscad	Includes NFM (Network Fault Management), as part of communication System only. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Includes FSA4000. Excludes all other fire alarming systems.
Motobridge	Included
Network Fault Management	Includes Full Vision Excludes NMC
Printer(s)	Includes printers that directly interface with the communications System.
RAS(s)	Excludes RAS 1100, 1101 and 1102
Receiver(s)	Includes Quantar and MTR2000, ASTRO-TAC Receivers
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netclocks systems sold with the Motorola System. Excludes MFS -Rubidium Standard Network Time and Frequency devices
Universal Simulcast Controller Interface(s)	Included
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.
Zone Manager	Excludes HP715/33, HP 715/50 servers. Excludes x-terminals NDS14C and NDS17C
Zone Controller(s)	Includes console terminals. Excludes all Sun/IMP hard drives except TLN3495A 0820 1 GB drive as well as the following SUN/IMP CPUSET's: TLN3278B 0406, TLN3343A 0424 and TLN3278A 0181/0389.

<b>Cassidian Communications Infrastructure Repair w Advanced Replacement Vesta</b>	<b>Inclusions, Exclusions, Exceptions and Notes</b>
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<b>Pallas, Vesta Standard (Maars/ComCentrex), Vesta Meridian and Sentinel Patriot Systems</b>	
ACU (Auto Control Unit)	Includes Vesta systems only Excludes Sentinel Patriot
ARU (Alarm Reporting Unit)	Included
ALI (Automatic Location Identification) Controller	Includes Analog Station Card(s), Called ID Board(s), Conference Board(s), DTMF Tone Receiver Board(s), Digital Station Card(s), E&M Card(s), Ground Loop Start Card(s), MF Receiver Board(s), 911 Line Card(s)
ANI (Asynchronous Network Interface) Controller	Included
BCM (Business Communication Manager)	Includes Vesta Pallas only Excludes all other technologies
Cable(s)	Excluded
CIM (Console Interface Module)	Includes Sentinel Patriot Excludes all other technologies
CRU (Call Record Unit)	Included
CIU (CAD Interface Unit)	Included
Computer(s)/Workstation	Includes computers sourced by Cassidian Communications and sold by Motorola that directly interface with or control the Cassidian Communications Systems, monitor, sound card, keyboards, mice and trackballs. Excludes defective or phosphor-burned cathode ray tubes (CRT) and burned-in flat panel display image retention.
Controllers	Includes Vesta Standard Excludes all other technologies
DBU (Data Base Unit)	Includes Vesta Standard Excludes all other technologies
Digital Logging Recorders, Logging Recorders and Recording Equipment	Includes Pyxis, Cassidian Communications sourced and sold by Motorola Excludes all other technologies see SOW specifically for NICE logging recorders
Herbie	Includes Vesta systems only Excludes Sentinel Patriot
Line Boosters/Amplifier/Short haul modems	Excluded
Modified Network LAN Switch	Includes
Modem(s)	Includes ALI modem sources and sold by Motorola Excludes all other technologies
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications Systems. Excludes Non-Certified monitors, defective or phosphor-burned cathode ray tubes (CRT), flat panel monitors with burned in image retention and monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
MTU (Multi-line Trunk Unit)	Includes Vesta Pallas only Excludes All other technologies
Printer(s)	Includes Cassidian Communications sourced and sold by Motorola that directly interface with the communications System
Power Supplies, PSU (Power Supply Unit)	Includes Vesta Pallas, Vesta Standard

	Excludes all other technologies
RMU (Remote Maintenance Unit)	Includes Vesta Standard only Excludes all other technologies
Ring Generator(s)	Included
Routers	Included
RIS (Radio Interface Subset)	Included (note, only works with the Herbie)
Server(s) ALI	Includes Vesta servers, Sentinel Patriot Excludes all other technologies
Telephone(s)	Includes 911 and KEM administrator telephone sourced with the 911 System and sold by Motorola. Excludes Nortel (Avaya) telephone sets
TIU (Trunk Interface Unit)	Includes Vesta Standard Excludes all other technologies

Approved by Contract and Compliance 11/20/09  
Motorola Solutions  
1303 E. Algonquin Road, Schaumburg, IL 60196 U.S.A.  
Version 1.9 1/12/12



# Statement of Work

## Technical Support Overview

Motorolas Technical Support service provides telephone consultation for technical issues that require a high level of ASTRO network expertise and troubleshooting capabilities. Remote Technical Support is delivered through the Motorola System Support Center (SSC) by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues. Technical Support provides access to a solutions database, as well as access to in house test labs and additional Motorola technical resources

Motorola applies industry best practices in recording, monitoring, escalating and reporting for Technical Support calls from its contracted customers, reflecting the importance of maintaining mission critical systems.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

### 1.0 Description of Technical Support Services

Motorolas System Support Center (SSC) will provide technical support to assist the customers technical resources of the Motorolas currently supported infrastructure. This team of highly skilled professionals is available to the customer as an integrated part of the support and technical issue resolution process. The SSC remotely supports the customer and works with but not limited to fault diagnostics tools, simulation networks and fault database search engines.

The Technical Support Operations is available 24 hours a day; 7 days per week to support technical requests ([see severity level response time commitments](#)). Calls requiring incidents, problems, or service requests will be logged in Motorolas issue management system. This ensures that technical issues are prioritized, updated, tracked and escalated as necessary, until resolution. The Technical Support Operations shall assign the priority level as in accordance with the agreed [Severity Level Definitions](#) stated in this document.

Motorola will track the progress of each case from initial logging to resolution. Motorola will ensure that the customer is advised of the case progress and informed of tasks that require further investigation and assistance from the customers technical resources

The provision of this service requires that the customer provides a suitably trained technical resource that delivers maintenance and support to the system, and who is familiar with the operation of that system. Motorola provides technical consultants to support the local resource in the timely closure of infrastructure, performance and operational issues.

#### 1.1 Scope

Technical Support service is available 24 hours a day, 7 days a week based on [Severity Level Definitions](#).

#### 1.2 Geographic Availability

Technical Support is available to any customer regardless of their geographic location and timeframes are based on the customers local time zone.

#### 1.3 Inclusions

Technical Support service will be delivered on Motorola sold infrastructure including integrated 3<sup>rd</sup> party products.

#### 1.4 Limitations and Exclusions

The following activities are outside the scope of the Technical Support service, but are optional services that are available to remote Technical Support customers at an additional cost:

- 1.4.1 Emergency on-site visits required to resolve technical issues that cannot be resolved by with SSC working remotely with the local customer technical resource.
- 1.4.2 Third party support for equipment not sold by Motorola as part of the original system.
- 1.4.3 System installations, upgrades, and expansions.
- 1.4.4 Customer training.
- 1.4.5 Hardware repair and/or exchange.

- 1.4.6 Network security services.
- 1.4.7 Network transport.
- 1.4.8 Information Assurance.
- 1.4.9 Motorola services not included in this statement of work.
- 1.4.10 Any technical support required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorolas Pre-tested Security Update Service when applicable.

## **1.5 Motorola has the following responsibilities:**

- 1.5.1 Enable customer access to the Motorola Technical Support Center (800-221-7144), 24 hours a day, 7 days per week, to answer, document and respond to requests for support.
- 1.5.2 Respond to requests for Technical Support in accordance with the response times set forth in the [Severity Level Response Time Commitments](#) section of this document and the severity level defined in the [Severity Level Definitions](#) section of this document.
- 1.5.3 Advise caller of procedure for determining any additional requirements, activities or information relating to issue restoration and/or characterization.
- 1.5.4 Maintain communication with the customer in the field as needed until resolution of the case
- 1.5.5 Coordinate technical resolutions with agreed upon third party vendors, as needed.
- 1.5.6 Escalate and manage support issues, including systemic issues, to additional Motorola technical resources, as applicable.
- 1.5.7 Escalate the case to the appropriate party upon expiration of a response time.
- 1.5.8 Determine, in its sole discretion, when a case requires more than the Technical Support services described in this SOW and notify customer of an alternative course of action.

## **1.6 The Customer has the following responsibilities:**

- 1.6.1 Provide Motorola with pre-defined information prior to contract start date necessary to complete Customer Support Plan (CSP).
- 1.6.2 Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).
- 1.6.3 Contact the SSC in order to engage the Technical Support service, providing the necessary information for proper entitlement services. Including but not limited to the name of contact, name of customer, system ID number, site(s) in question, and brief description of the problem including pertinent information for initial issue characterization.
- 1.6.4 Maintain suitable trained technical resources that provide field maintenance and technical maintenance services to the system, and who are familiar with the operation of that system.
- 1.6.5 Provide SSC access via the remote connection that has been established through other sold services (e.g. Network Fault Monitoring)
- 1.6.6 Supply suitably skilled and trained on-site presence when requested by the SSC.
- 1.6.7 Validate issue resolution prior to close of the case in a timely manner.
- 1.6.8 Acknowledge that cases will be handled in accordance with the times and priorities as defined in the [Severity Level Definitions](#) and in the [Severity Level Response Time Commitments](#) section in this document.
- 1.6.9 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support service.

## **1.7 Severity Level Definitions**

The following severity level definitions will be used to determine the maximum response times:

Severity Level	Severity Definition
Severity 1	<p>This is defined as a failure that causes the system and/or infrastructure a loss of voice functionality and no work-around or immediate solution is available.</p> <p>The following are examples of this kind of failure:</p> <ul style="list-style-type: none"> <li>• 33% of call processing resources impaired</li> <li>• Site Environment alarms: <ul style="list-style-type: none"> <li>○ Smoke,</li> <li>○ Unauthorized access</li> <li>○ Temperature</li> <li>○ Power failure</li> </ul> </li> </ul>
Severity 2	<p>This is defined as a fault that causes the system to operate with a continuous reduction in capacity or functionality of core services (core services include, voice, data or network management).</p> <p>The following are examples of this kind of failure:</p> <ul style="list-style-type: none"> <li>• Less than 33% of call processing resources impaired</li> <li>• Failure of a single redundant component</li> </ul>
Severity 3	<p>This is defined as a fault which reduces the functionality, efficiency or usability of core services (voice, data and network management) and there is a viable work-around in place.</p> <p>The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> <li>• Intermittent faults that are infrequent and minor impact to core services</li> <li>• Statistical reporting problems</li> </ul>
Severity 4	<p>This is defined as a minor issue, which has little or no impact on the functionality, efficiency or usability of core services. The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> <li>• Faults resulting in minor functions or features being unsupported or unreliable in ways that are not noticeable to the user.</li> <li>• Faults that have no impact in how the user perceives the system to work.</li> <li>• Cosmetic issues.</li> <li>• Requests for information.</li> <li>• Preventive Maintenance</li> </ul>

## 2.1 Severity Level Response Time Commitments

The response times are based on the defined severity levels as follows:

Severity Level	Response Time
Severity 1	A Motorola SSC Technician will make contact with the customer technical representative within one hour of the request for support being logged in the issue management system. Continual effort will be maintained to restore the

	system or provide a workaround resolution. Response provided 24 x 7.
Severity 2	A Motorola SSC Technician will make contact with the customer technical representative within four hours of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
Severity 3	A Motorola SSC Technician will make contact with the customer technical representative within the next business day of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
Severity 4	A Motorola SSC Technician will make contact with the customer technical representative within the next business day of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.



# Statement of Work

## Network Preventative Maintenance

### 1.0 Description of Service

Network Preventative Maintenance will provide an operational test and alignment, on the Customer's Infrastructure Equipment (infrastructure or fixed network equipment only) to ensure the Infrastructure meets original manufacturer's specifications, as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated by this reference. Customer's System type determines which Exhibit is applicable (i.e. SmartZone system exhibit, SmartNet system exhibit). Network Preventative Maintenance will be performed during Standard Business Days. If the System or Customer requirements dictate this service must occur outside of Standard Business Days, Motorola will provide an additional quotation. Customer is responsible for any charges associated with helicopter or other unusual access requirements or expenses.

The terms and conditions of this SOW are an integral part of Motorola's Service Terms and Conditions or other applicable agreement to which it is attached and made a part thereof by this reference.

### 2.0 Motorola has the following responsibilities:

- 2.1 Notify the Customer of any possible System downtime needed to perform this service.
- 2.2 Physically inspect the Infrastructure Equipment in the system (equipment cabinets, general circuitry, fault indicators, cables, and connections).
- 2.3 Remove any dust, and/or foreign substances from the Infrastructure.
- 2.4 Clean filters, if applicable.
- 2.5 Measure, record, align, adjust the Infrastructure Equipment parameters in accordance with the manufacturer's service manuals and the Rules and Regulations of the Federal Communications Commission (FCC), where applicable.

### 3.0 Customer has the following responsibilities:

- 3.1 Provide preferred schedule for Network Preventative Maintenance to Motorola.
- 3.2 Authorize and acknowledge any scheduled System downtime.
- 3.3 Maintain periodic backup of databases, Software applications and Firmware.
- 3.4 Establish and maintain a suitable environment (heat, light, and power) for the Equipment location and provide the Servicer full, free, and safe access to the Equipment so that the Servicer may provide services. All sites shall be accessible by standard service vehicles.
- 3.5 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Network Preventative Maintenance services to Customer.

**E911 System Exhibit**

<b>Equipment Type</b>	<b>Operational Check (when applicable)</b>
ANI Controller	Power supply check -DC Voltage
	Processor card battery test
	Review of advisory log
	Inspect phone, handsets, cords, touch tone pads, lights, and telephone instruments at main PSAP and remote location.
	Test operation of each 911 trunk and administrative phone line
	Check ANI cable routing and verify all connections (tighten cable/connector strain relief devices, review punch block wiring)
	Verify dial-up access
	Verify any spare circuit boards are operational
	Inspect ANI cabinets (ventilation/cooling, secure covers)
	ALI Controller
Check size of call detail records, purge if necessary	
Size of hard space remaining and advise customer. Purge if necessary.	
Test operation of all servers, terminals/clients printers, at main PSAP and remote locations	
Make test 911 calls to verify ALI information is properly displayed on all terminals/clients at main PSAP and remote locations	
Verify any spare ALI equipment or devices are operational	
If system uses local ALI or TSL, verify system properly receives Telco subscriber updates as required	
Check ALI cable routing and verify all connections (tighten cable/connector strain relief devices where necessary)	
Inspect all computer and terminal equipment (fans, vents, keyboards, CRTs, etc) .	
Verify ALI components are receiving proper ventilation/cooling	
Other	Generate test alarm and verify that Motorola NMO receives outbound alarms for Site Sentry Device (SEB)
	Verify inbound remote maintenance access of both ANI and ALI functions through all remote access devices (SEB or maintenance modems)
	Check and verify proper installation of all grounding cables and connectors.
	Verify operational status of surge suppression equipment
	Verify operational status of standby power systems (UPS equipment, AC generators)



*Approved by Motorola Contracts & Compliance: 1/28/08*



## Statement of Work

### Local Infrastructure Repair

#### 1.0 Description of Services

Local Infrastructure Repair is a repair service provided by the Servicer for Infrastructure named on the Customer Equipment list. At the Servicer's discretion and responsibility, Infrastructure may be sent to Motorola, original equipment manufacturer, third party vendor, or other facility for repair.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

#### 2.0 Motorola Servicer has the following responsibilities:

2.1. Repair or replace Infrastructure at the Servicer facility or Customer location as determined by Servicer. Any replaced FRU will be of a similar kit and version, and will contain like boards and chips, as the Customer's malfunctioning FRU(s). Servicer is responsible for travel costs to a Customer location to repair Infrastructure.

2.2. Perform the following on Motorola Infrastructure:

2.2.1. Perform an operational check on the Infrastructure to determine the nature of the problem.

2.2.2. Repair or replace malfunctioning FRU, as determined by Servicer.

2.2.3. Verify that Motorola Infrastructure is returned to Motorola manufactured specifications.

2.3. Provide the following service on select third party Infrastructure

2.3.1. Perform pre-diagnostic and repair service to confirm Infrastructure malfunction and eliminate sending Infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.

2.3.2. Ship malfunctioning Infrastructure to the original equipment manufacturer or third party vendor for repair service. Servicer is responsible for all shipping and handling charges.

2.3.3. Coordinate and track Infrastructure sent to the original equipment manufacturer or third party vendor for service.

2.4. Re-program Infrastructure to original operating parameters based on templates provided by Customer required by Section 3.2. If the Customer template is not provided or is not reasonably usable, a standard default template will be used. The Servicer will provide the standard template.

2.5. Notify the Customer upon completion of repair or replacement.

2.6. Properly package, return ship or hand deliver Infrastructure to the Customer specified address. Servicer will pay return shipping charges, if being sent via overnight carrier.

#### 3.0 Customer has the following responsibilities:

3.1. Contact Servicer and provide the following information:

3.1.1. Provide customer name, address of site location, and symptom of problem.

3.1.2. Provide model description, model number, serial number, and type of System and Firmware version, if known.

3.2. Maintain and/or store backups of all applicable Software applications and Firmware for reloading, if necessary by Servicer, after repair service is completed.

3.3. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide Local Infrastructure Repair services to Customer.

Local Infrastructure Repair

*Approved by Motorola Contracts & Compliance 01-15-2004*





## **Special Product**

### **MS - UPS MAINTENANCE**

#### 1.0 Description of Services

The Motorola System Support Center (SSC) will receive Customer request for service and dispatch a Servicer.

For Mesh system a Servicer will be dispatched only to the central site where the Mobile Integrated System Controller (MISC) is located. The Servicer will respond to the Customer location based on predefined Severity Levels set forth in the Severity Definitions Table and Response times set forth in the Response Time Table in order to Restore the System.

Motorola will provide Case management as set forth herein. The SSC will maintain contact with the onsite Servicer until System Restoral and Case is closed. The SSC will continuously track and manage Cases from creation to close through an automated Case tracking process. This Case management allows for Motorola to provide Case activity reports.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

2.1. Continuously receive service requests.

2.2. Create a Case as necessary when service requests are received. Gather information to perform the following:

2.2.1. Characterize the issue.

2.2.2. Determine a plan of action.

2.2.3. Assign and track the Case to resolution.

2.3. Dispatch a Servicer as required by Motorola standard procedures and provide necessary Case information collected in 2.2.

2.4. Ensure the required personnel have access to Customer information as needed.

2.5. Servicer will perform the following on-site:

2.5.1. Run diagnostics on the Infrastructure or FRU.

2.5.2. Replace defective Infrastructure or FRU, as applicable. Customer, Servicer or Motorola may provide Infrastructure or FRU.

2.5.3. Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the Maintenance service.

2.5.4. If a third party Vendor is needed to Re-store the System, the Servicer may accompany that Vendor onto the Customer's premises.

2.6. Verify with Customer that Restoration is complete or System is functional, if required by Customer's repair Verification in the Customer Support Plan required by section 3.2. If Verification by Customer cannot be completed within 20 minutes of Restoration, the Case will be closed and the Servicer will be released.

2.7. Escalate the Case to the appropriate party upon expiration of a Response time.

2.8. Close the Case upon receiving notification from Customer or Servicer, indicating the Case is resolved.

2.9. Notify Customer of Case Status as defined required by the Customer Support Plan:

2.9.1. Open and closed; or

2.9.2. Open, assigned to the Servicer, arrival of the Servicer on-site, deferred or delayed, closed.

2.10. Provide Case activity reports to Customer.

3.0 Customer has the following responsibilities:

3.1. Contact Motorola, as necessary, to request service continuously.

3.2. Provide Motorola with pre-defined Customer information and preferences prior to Start Date necessary to complete Customer Support Plan.

3.2.1. Case notification preferences and procedure.

3.2.2. Repair Verification preference and procedure.

3.2.3. Database and escalation procedure forms.

3.2.4. Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.

3.3. Provide the following information when initiating a service request:

3.3.1. Assigned System ID number.

3.3.2. Problem description and site location.

3.3.3. Other pertinent information requested by Motorola to open a Case.

3.4. Allow Servicers access to Equipment.

3.5. Supply Infrastructure or FRU, as applicable, in order for Motorola to Restore the System as set forth in paragraph 2.5.2.

- 3.6. Maintain and store in an easily accessible location any and all Software needed to Re-store the System.
- 3.7. Maintain and store in an easily accessible location proper System backups.
- 3.8. For E911 systems, test the secondary/backup PSAP connection to be prepared in the event of a catastrophic failure of a system. Train appropriate personnel on the procedures to perform the function of switching to the backup PSAP.
- 3.9. Verify with the SSC that Restoration is complete or System is functional, if required by Repair Verification preference provided by Customer in accordance with section 3.2.
- 3.10. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide these services.

**SP - LOCAL INFRASTRUCTURE REPAIR**

1.0 Description of Services

Local Infrastructure Repair is a repair service provided by the Servicer for Infrastructure named on the Customer Equipment list. At the Servicer's discretion and responsibility, Infrastructure may be sent to Motorola, original equipment manufacturer, third party vendor, or other facility for repair.

The responsibilities of Motorola and Servicer shall be as set forth in this Statement of Work. Subcontracts for this Service will be electronically posted by Motorola on Motorola's website for Servicers.

Motorola reserves the right to alter, amend or change the scope of work with 30 days written notice to Servicer. All terms or Attachment C-Service Subcontract will remain in full force and effect during the term and any subsequent terms of this SOW.

2.0 Motorola has the following responsibilities:

2.1. Provide the following information to Servicer

- 2.1.1. Customer name and address
- 2.1.2. Equipment list including Infrastructure type and model

3.0 Servicer has the following responsibilities:

- 3.1. Repair or replace Infrastructure at the Servicer facility or Customer location as determined by the Servicer. Any replaced FRU will be of a similar kit and version, and will contain like boards and chips, as the Customer's malfunctioning FRU(s). Servicer is responsible for travel costs to a Customer location to repair Infrastructure.
- 3.2. Perform the following on Motorola Infrastructure:
  - 3.2.1. Perform an operational check on the Infrastructure to determine the nature of the problem.
  - 3.2.2. Repair or replace malfunctioning FRU, as determined by Servicer.
  - 3.2.3. Verify that Motorola Infrastructure is returned to Motorola manufactured specifications.
- 3.3. Provide the following service on select third party Infrastructure
  - 3.3.1. Perform pre-diagnostic and repair service to confirm Infrastructure malfunction and eliminate sending Infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
  - 3.3.2. Ship malfunctioning Infrastructure to the original equipment manufacturer or third party vendor for service.
  - 3.3.3. Coordinate and track Infrastructure sent to the original equipment manufacturer or third party vendor for service.
- 3.4. Re-program Infrastructure to original operating parameters based on templates provided by Customer. If the Customer template is not provided or is not reasonably usable, a standard default template will be used. The Servicer will provide the standard template.
- 3.5. Notify the Customer upon completion of repair or replacement.
- 3.6. Properly package, return ship or hand deliver Infrastructure to the Customer specified address. Servicer will pay return shipping charges, if being sent via overnight carrier.

**SP - CONTRACT ADMINISTRATION SERVICE**

1.0 Description of Services

The SP - CONTRACT ADMINISTRATION Service provides the customer with services oriented to assist the customer in maintaining their own radio system and infrastructure. At Motorolas discretion, this service may be used to implement any other service or services to further support the customer. The Customers Motorola CSM (Customer Support Manager) will provide coordination of support resources to enhance the quality of service delivery and to ensure customer satisfaction. The Customer Support Manager(CSM) is responsible to oversee the execution of a support agreement contract (maintenance or warranty) by serving in the role of customer advocate. They serve as the defined point of contact for issue resolution and escalation, monitoring of our contractual performance, providing review and analysis of process metrics and fostering a relationship for continuous improvement with customers.

The terms and conditions of this Statement of Work (SOW) are an integral part of the Motorola Service Agreement or other applicable Agreement to which it is attached and made a part thereof by this reference.

If there are any inconsistencies between the provisions of this SOW and the provisions of the Service or other applicable Agreement, the provisions of this SOW shall prevail.

2.0 Motorola has the following responsibilities:

- 2.1. Investigate customer needs and identify initiatives toward resolutions
- 2.2. Determine scope and capitalization required for initiatives
- 2.3. Engage identified initiatives

3.0 Customer has the following responsibilities:

- 3.1. Contact Customer Support Manager and provide the following information:
  - 3.1.1. Product, system type, accurate description or symptom of problem.
- 3.2. Maintain backups of Software applications and Firmware for reloading if necessary after service is completed.
- 3.3. If Repair is needed, Properly package Equipment and third party Infrastructure for shipping and ship the malfunctioning Equipment and third party Infrastructure (freight prepaid by Customer) to Servicer.
- 3.4. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Infrastructure Repair services to Customer.

#### **CASSIDIAN MANAGED SERVICES**

##### 1.0 Description of Services

This service provides continuous, real time network monitoring, remote technical support and customer notification of detected alarms through a web notification process. Mission control monitors the hardware/firmware certified and installed as part of the communications system. Mission Control also monitors all application Software developed and certified by Airbus DS Communications and/or Motorola; including third party application software that generates SNMP traps or events captured by the OS Event Logs. Specific system thresholds, established during service plan implementation, are continually monitored by Mission Control. Anytime the system performance/environment exceeds the threshold limit, Mission Control is immediately notified via digital alarm. Digital alarm signaling provides specific useful information relative to the nature of the alarm allowing proper, expeditious troubleshooting and Restoral of the system.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

2.0 Airbus DS Communications has the following responsibilities:

- 2.1 Remotely access the Customer's System to perform remote diagnostics as permitted by Customer pursuant to section 4.1.
- 2.2 Attempt remote Restoral for detected alerts, as appropriate.
- 2.3 Contact Motorola when more than remote Restoral is required and create a Case.
- 2.4 Provide the following Case information to Motorola:
  - 2.4.1. Characterize the issue
  - 2.4.2. Determine a plan of action
- 2.5 Ensure the required Motorola personnel have access to Customer information as needed so Motorola may continue with the Case resolution and service support.
- 2.6 Coordinate detected alert activity with Motorola and Customer to ensure issue resolution.

3.0 Motorola has the following responsibilities:

- 3.1 Accept Cases from Airbus DS Communications pursuant to section 2.4.
- 3.2 Provide response based on the additional service purchased by the Customer and specified in Statements of Work attached to the Service Agreement between Motorola and Customer.

4.0 Customer has the following responsibilities:

- 4.1 Allow Airbus DS Communications Continuous remote access to System, in order to obtain alert information.
- 4.2 Purchase Connectivity, installation and monitoring equipment necessary for monitoring the System. Failure to purchase such equipment may prevent Airbus DS Communications from rendering the services described in this Statement of Work.
- 4.3 Order and maintain dedicated remote maintenance circuits such as DSL, fractional T1 frame relay and or dial-up lines, as specified by Airbus DS Communications. All equipment or software not installed by Airbus DS Communications personnel requires certification by Airbus DS Communications to verify conformance to Airbus DS Communications standards.
- 4.4 Contact Motorola's System Support Center prior to any modification to the network or security configuration.
- 4.5 Notify Motorola at least 90-days in advance if they choose not to renew the Mission Control monitoring program as part of Motorola's Service Agreement (SA). Service Agreement renewal must be executed prior to or within 30-days of the SA expiration date. Customer will be required to pay a reactivation fee in order to restart Mission Control coverage if such notification is not provided.
- 4.6 If the Customer chooses to cancel the Mission Control monitoring program prior to its termination date, the Customer agrees to pay Motorola, as a cancellation fee, ten percent (10%) of the total cost of the program. Motorola will invoice the Customer for the

cancellation fee, which the Customer agrees to pay within twenty (20) days of the date of the invoice. Customer will be required to pay reactivation fee in order to restart Mission Control coverage if the program is cancelled.

4.7 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola and Airbus DS Communications to provide this service.

## **SOFTWARE FIRMWARE SUPPORT**

### **1.0 Description of Services**

Firmware contains software that is constantly called upon by a computer or phone system which is "burned" into a chip, thereby becoming firmware. Software is defined as computer program instructions that facilitate functionality within hardware. Application software, such as VESTA, MagIC and ORION, is designed to perform specific tasks and the only software covered by this service. Software and Firmware is defined to include both program fixes and program updates.

Program fixes are defined as resolutions to problems that result from a defect in the application software or firmware or supplied documentation. Program updates are defined as major and minor enhancements to the already purchased software features or functionality set. All issuance of program fixes and updates are at Airbus DS Communications' discretion.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

2.1 Review Airbus DS Communications Product Change Notices and notify Customer through Motorola Product Service Bulletins if critical changes are required, as determined by Motorola.

2.2 Contact Airbus DS Communications Technical Support, when needed, as determined by Motorola, to resolve Customer issues.

3.0 Customer has the following responsibilities:

3.1 Contact Motorola upon receiving a Product Service Bulletin to engage the appropriate Motorola resources for an upgrade or fix. Installation of the upgrade or fix is available for an additional fee.

3.2 Contact Motorola representative to order an available update described in the Motorola Product Service Bulletins, as directed in the Customer Support Plan

3.3 Review Software installation plans and impact to the users with appropriate Customer personnel.

3.4 Maintain and store in an easy accessible location any and all Software needed to Restore the System.

3.5 Maintain and store in an easily accessible location proper System backups.

3.6 Notify Motorola at least 90-days in advance if they choose not to renew the Software and Firmware Support as part of Motorola's Service Agreement (SA). Service Agreement renewal must be executed prior to or within 30-days of the SA expiration date.

Customer will be required to pay a reactivation payment in order to restart Software and Firmware Support coverage if such notification is not provided.

3.7 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola/ Airbus DS Communications to provide this service.

4.0 Special provisions: the following provisions apply to these Software and Firmware Support services

4.1 Customer acknowledges that if their System has a Special Product Feature, additional engineering may be required to prevent the Software and Firmware fix or upgrade from overwriting the Special Product Feature. Upon request, Motorola will determine whether a Special Product Feature can be incorporated into a Software and Firmware fix or upgrade and whether additional engineering effort is required. Customer may be required to pay an additional fee for any such engineering effort.

4.2 Customer is encouraged to install Software and Firmware fixes or upgrades because they may include major/minor performance enhancements. Customer acknowledges that if they choose not to install Software and Firmware enhancements, it may limit or eliminate the applicability of future fixes and upgrades to its System.

4.3 Customer is encouraged to migrate to the most current version of Software and Firmware Support that is available. Only the currently shipping Software version and one version back are eligible for support under this program. If Customer's System is not maintained to a currently supported Software version, new Software fixes may not be compatible with Customer's existing System.

4.4 Additional hardware, software, or engineering services may be required if Customer desires to upgrade or migrate to a particular Software and Firmware version. If the size and complexity of Customer's System warrants, Motorola may provide consultation services to determine the technological, operational and financial impact of installing particular fixes or upgrades on the System, pursuant to a separate agreement. Customer must pay for such consulting services and for any other engineering services, hardware, and software that are required to upgrade or migrate Customer's System due to each fix or upgrade that Customer orders.

4.5 Customer may use the Software only in accordance with the applicable Software License Agreement. Nothing in this Statement of Work or any actions taken by Motorola in rendering these services is intended to modify the applicable Software License Agreement or to alter the intellectual property rights of either Motorola or Airbus DS Communications in and to its Software.

4.6 Software and Firmware services do not include repair or replacement of hardware or Software caused by defects that are not corrected by the fixes or upgrades, nor does it include repair or replacement of defects resulting from any nonstandard or improper



use or conditions or from unauthorized installation of Software and Firmware.

4.7 Motorola may suspend or terminate these Software and Firmware services, if Customer fails to pay Motorola any fees for Software and Firmware services when due, Customer breaches the Software License Agreement or the Agreement, Customer's rights to use the Software and Firmware under the Software License Agreement expires or is terminated, or Customer replaces its Motorola Airbus DS Communications System with a system from another manufacturer.

4.8 If the Customer chooses to cancel the Software and Firmware Support program prior to its termination date, the Customer agrees to pay Motorola, as a cancellation fee, ten percent (10%) of the total cost of the program. Motorola will invoice the Customer for the cancellation fee, which the Customer agrees to pay within twenty (20) days of the date of the invoice. Customer will be required to pay a reinstatement fee in order to restart Software and Firmware Support coverage if the program is cancelled.



## ASTRO-TAC 3000 Comparator Intent to Cancel Announcement – November 22, 2010

### ASTRO-TAC 3000 Comparator Intent to Cancel

**This Intent to Cancel Notice has been updated to reflect an extension in Service Support Dates**

#### Product Information:

ASTRO-TAC 3000 Comparator Cancellation – All configurations, system types, and options are impacted:

- T5770 (ASTRO-TAC 3000 Comparator)
- SQM02SUM0009 (ASTRO-TAC 3000 Expansion Comparator)
- Software Upgrades for existing units are NOT being cancelled at this time

Orders for ASTRO-TAC 3000 Comparators will be accepted per the schedule below:

	Last Order Date	Last Ship Date
ASTRO-TAC 3000 Comparator	9/30/2011	12/31/2011

Note: The ASTRO-TAC 3000 Comparator is included in the U.S. Government Services Administration contract (GSA).

#### Replacement Product:

The ASTRO-TAC 3000 Comparator has no direct replacement. The GCM 8000 Comparator will perform certain specific Conventional functions in an IP environment only. Please contact the G-Series product team for questions about functionality and rollout plans.

Please see details below for the planned replacement timeframes based on system type:

System Type	GCM 8000 Comparator
ASTRO Digital Conventional**	ASTRO 7.9 (Q4 2010)
Mixed-Mode ASTRO Conventional	***
Analog Trunking (SN/SZ)*	No Replacement
Digital Trunking (SN/SZ)*	No Replacement

\* Analog and Digital SMARTNET and SmartZone systems will reach the end of their system lifecycles for adding new channels at the end of 2011. No replacement will be available.

\*\* IP-only, no wireline functionality. 64-Port capability not available in initial release.

\*\*\* Please contact your Motorola sales representative for product availability.

#### Regional Impact:

The ASTRO-TAC 3000 Comparator cancellation is effective in ALL regions (North America, Latin America, Asia Pacific, Europe, Middle East, Africa, and Israel) where product models and corresponding hardware options and accessories are sold.

#### Service Impact:

Commercially reasonable efforts will be made to provide aftermarket product support via the Customer Fulfillment Center for up to 7 years as follows:

	Last Shipment Date	Service Support End Date
ASTRO-TAC 3000 Comparator	12/31/2011	12/31/2020

\*please note that this date has been extended from 12/31/2018 as of 3/15/13

**Intent to Cancel Memo**



11/23/2010

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**CENTRACOM GOLD SERIES PRODUCT FAMILY  
Intent to Cancel**

**Product Information:**

CENTRACOM GOLD SERIES Product Family Cancellation – All Models & Options

**Models & Options Impacted:**

- All CENTRACOM Gold Series operator position software, hardware, and accessories
  - Includes the Console Interface Electronics (CIE)
- Central Electronics Bank (CEB)
- Ambassador Electronics Bank (AEB)

Orders for the CENTRACOM GOLD SERIES Product Family will be accepted per the below schedule:

Last Order Date: 9/30/2011  
Last Ship Date: 12/31/2011

**Last date for CENTRACOM GOLD SERIES Add-on console positions & CEBs for SMARTNET and SmartZone systems was December 2009. Orders for Consoles for these legacy systems will not be accepted.**

**Replacement Product:**

The CENTRACOM GOLD SERIES console has been replaced by the MCC 7500 console.

**Regional Impact:**

The CENTRACOM GOLD SERIES Product Family cancellation is effective in ALL regions (North America, Latin America, Asia Pacific, Europe, Middle East, Africa, and Israel) where product models and corresponding hardware options and accessories are sold.

**Systems Impact:**

The CENTRACOM GOLD SERIES Product Family supports all of the systems listed below. ASTRO 25 and SmartX customers planning to use their CENTRACOM GOLD SERIES systems beyond the cancellation date will need to place all orders for CENTRACOM GOLD SERIES products prior to Last Order Date of 9/31/2011 stated above. The replacement products for each system type are listed below.





**UPDATED**  
**ASTRO Digital Interface Unit (DIU) 3000 /DIU Crypto Module**  
**Intent to Cancel Memo – 7/20/2011**

**ASTRO Digital Interface Unit (DIU) 3000 /DIU Crypto Module Intent to Cancel**

**Product Information:**

ASTRO Digital Interface Unit (DIU) 3000 Cancellation and DIU Crypto Module-Main Model and all applicable options

- F2048 ASTRO Digital interface Unit (DIU) 3000 Hardware – APC 524
- T6721 Digital Interface Unit (DIU) Crypto Module-APC 525

**Last Order Date:**

Orders for the Digital Interface Unit (DIU) 3000 and the DIU Crypto Module will be accepted per the below schedule:

Last Order Date: 7/22/2011

Last Ship Date: 10/31/2011

Note: The Digital Interface Unit (DIU) 3000 and the DIU Crypto Card are included in the U.S. Government Services Administration contract (GSA).

**Replacement Product:**

**Conventional ASTRO 3.0/3.1 Systems:**

DIU 3000 and DIU Crypto Module Repair & Support only – supported by Aftermarket Division through 2018

All spares will need to be purchased prior to 12/31/2011

No direct replacement product available.

**Trunking – SMARTNET, SmartZone, SmartZone/OmniLink, ASTRO 4.1 Systems:**

DIU 3000 and DIU Crypto Module Repair & Support only – supported by Aftermarket Division through 2018

All spares will need to be purchased prior to 12/31/2011

No direct replacement product available.

**Regional Impact:**

The Digital Interface Unit (DIU) 3000 and DIU Crypto Module cancellations are effective in ALL regions (North America, Latin America, Asia Pacific, Europe, Middle East, Africa, and Israel) where product models and corresponding hardware options and accessories are sold.



**Systems Impact:**

- ASTRO Conventional 3.0/3.1
- SMARTNET
- SmartZone
- SmartZone/OmniLink
- ASTRO 4.1

**Service Impact:**

Commercially reasonable efforts will be made to provide aftermarket product support via the Customer Fulfillment Center for up to 7 years as follows:

	<b>Last Shipment Date</b>	<b>Service Support End Date</b>
<b>Digital Interface Unit (DIU) 3000</b>	12/31/2011	12/31/2018
<b>Digital Interface Unit (DIU) Crypto Module</b>	12/31/2011	12/31/2018

For system / network specific inquiries, please contact your local account team.



# XC RTU and IP Gateway

## INTENT-TO-CANCEL NOTICE

### OVERVIEW

XC RTU's along with the IP Gateway used in MOSCAD NFM Fault Management systems for A3.1, A4.1, A6.x and ASTRO 7.x will be cancelled at the end of 2012.

The XC RTU's were released in 2001 and were widely used on A3.1, A4.1, and A6.x systems.

- The XC RTU will be certified on the A7.x platform through 7.13, which lessens customer investment in their migration to the A7.x platform. The XC RTU does not support the G-Series stations or controllers and does not meet IA requirements.
- For new A7.x customers the SDM3000 RTU has always been the model purchased.
- Upgrades to A7.13 will be the last release to support the XC.

### MODELS/ OPTIONS CANCELLATION ROLLOUT

The following models, options and FRU's will be cancelled.

These products are not part of the Government Services Administration (GSA) contract.

Part #	DESCRIPTION	FINAL ORDER DATE	FINAL SHIP DATE
	<u>XC &amp; IP Gateway main models</u>		
F4550A	NFM XC RTU WITH I/O-24VDC	Sept/31/2012	Dec/31/2012
F4551A	NFM XC RTU WITH I/O-48VDC	Sept/31/2012	Dec/31/2012
F4555A	NFM XC MULTI PORT - 24VDC	Sept/31/2012	Dec/31/2012
F4556A	NFM XC MULTI PORT-48VDC	Sept/31/2012	Dec/31/2012
F4300A	IP GATEWAY LESS RADIO	Sept/31/2012	Dec/31/2012
	<u>XC Options</u>		
V426	ADD: NFM_XC CPU PLUS RS232	Sept/31/2012	Dec/31/2012
V690	ADD : NFM_XC MULTI PORT CPU WITH IP	Sept/31/2012	Dec/31/2012
V345	ALT: RS232 FOR NFM_XC	Sept/31/2012	Dec/31/2012
V346	ADD: 120V 8A PS + 5A/H BAT 19IN RACK	Sept/31/2012	Dec/31/2012
	<u>IP Gateway Options</u>		
V051	ALT: IP GATEWAY RACKMOUNT	Sept/31/2012	Dec/31/2012
V345	ADD: ASYNC RS232 VIA PORT 3	Sept/31/2012	Dec/31/2012
	<u>FRU XC</u>		
FLN3064A	ADD : NFM_XC CPU PLUS RS232	Sept/31/2012	Dec/31/2012
FLN9884A	NFM_XC MULTI PORT CPU W IP	Sept/31/2012	Dec/31/2012
FLN3038A	120V 8A+5 A/H MOUNT ON RACK 19	Sept/31/2012	Dec/31/2012
	<u>FRU IP Gateway</u>		
FLN2274B	MDLC GATEWAY UNIT	Sept/31/2012	Dec/31/2012
FLN2334B	MODULE + SOFTWARE, IP GATEWAY	Sept/31/2012	Dec/31/2012



## **REPLACEMENT PRODUCT**

The XC RTU is replaced with the currently shipping Model F4544 SDM3000 RTU. When the XC RTU is replaced the IP Gateway is also replaced with the SDM Network Translator (F4544 with release specific SNT option).

## **CUSTOMER CANCELLATION IMPACT**

Dependent product level impacts to consider:

- IO Port connections of the XC are identical to the SDM3000, the IO cables can be re-used.
- The number of RS-232 ports on the XC is different from the SDM3000, therefore the SDM3000 replacement may not be one-to-one. The REC tool should be used to build the needed equipment list in lieu of manually counting ports to determine the needed number of units.
- Support of the R-MUX 1004 & R-MUX 1001 is maintained with no impact to wiring or devices.

Customer implications in cancelling this product:

- Customers should purchase spare units
- Customers should order units needed for planned expansions
- Customers should plan to replace XC RTU's with SDM RTU's when they migrate beyond A7.13
- Customers should be informed that new ML110 computers with Win2003 are no longer available and when upgrading they must maintain the use of their existing ML110 computers.

## **SERVICE IMPLICATIONS OF CANCELLATION**

Aftermarket Product support will be available for the XC RTU & IP Gateway via commercially reasonable efforts up to Dec 2019 through Customer Fulfillment Centers (CFC).

## **CONTACT INFORMATION**

Questions regarding the XC RTU & IP Gateway should be directed to your local account team, or:





**MZC 3000 Zone Controller and Network Manager  
for SmartZone 4.1 / ASTRO 25 6.X  
Intent to Cancel Notice**

**Reduced pricing on Field Replacement Units (FRU)**

It is time to cancel the MZC 3000 Zone Controller and network manager servers. SmartZone™ 4.1 has passed tier 50 and therefore master site expansion is no longer supported. ASTRO® 25 6.X has passed Tier 80 and therefore, customers are no longer allowed to add new zones.

Motorola will be offering a reduced price on the Field Replacement Units (FRU). Repair parts will be available through the Accessories and Aftermarket Division (AAD) as noted in the below.

Recipients of this memo should begin a formal review of all legally binding contracts and make appropriate amendments where necessary.

**Cancellation Schedule**

**Last Order Entry: October 31, 2008**

(No orders will be accepted after this date for the following models and options

**Last Customer Scheduled Ship: December 31, 2008**

(No customer ship dates will be scheduled after this date)

**Last Customer AAD Support Date: December 31, 2015**

(Date subject to change per currently published and approved AAD/CCSD\* support plan)

**MZC Field Replacement Units Sale**

To support customers with their current & future needs, there is a SALE on FRUs while supplies last. The FRUs can be located on the MZC 3000 ECAT page:

[http://ecat.comm.mot.com/ecat/pricebooks/dup/MZC\\_3000.htm](http://ecat.comm.mot.com/ecat/pricebooks/dup/MZC_3000.htm)

**Cancelled SmartZone 4.1 / ASTRO 25 6.X MZC 3000 Zone Controller models and options :**

**MZC 3000 Models affected:**

**ASTRO 4.1 (3600 Control Channel Systems)**

SQM01SUM0090A	REDUNDANT ZONE CONTROLLER
SQM01SUM0091A	NON-REDUNDANT ZONE CONTROLLER

**ASTRO 25 MZC 3000 ZONE CONTROLLER (9600 CONTROL CHANNEL SYSTEMS) ASTRO 6.X**

SQM01SUM0142A	ASTRO 25 MZC 3000 ZONE CONTROLLER
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**MZC 3000 Options affected:**

D802AG	ENH: SOFTWARE, ASTRO SYSTEM (3600 SYSTEMS)
Z870AC	ENH: SOFTWARE, ASTRO 25 SYSTEM (9600 SYSTEMS)
Z799AE	ENH: SOFTWARE, MULTIZONE OPER (3600/9600 MULTIZONE)
ZA00105AA	ADD: PORT, CONTROL LINK (ORDER 1 FOR USABLE PORTS 14-26)
ZA00326AA	ADD: PORT, CONTROL LINK (ORDER 1 FOR USABLE PORTS 27-39)
ZA00105AA	ADD: PORT, CONTROL LINK (ORDER 1 FOR USABLE PORTS 40-52)
ZA00075AB	ENH: SITE LICENSE/PORT LICENSE
T6718	CONTROL LINK PORT (PORTS 53-60/62 (ORDER 1 FOR USABLE PORTS 53-60/62.))

**Cancelled 4.1 SmartZone and ASTRO 25 6.X Network Management models and options:**

**Network Management Models affected:**

SQM01SUM0105	ASTRO SINGLE/MULTI ZONE APPLICATION SOFTWARE AND ZONE LEVEL SERVERS
SQM01SUM0111	USER CONFIGURATION SERVER 4.1
SQM01SUM0103	ASTRO25 SINGLE/MULTI ZONE APPLICATION SOFTWARE AND ZONE LEVEL SERVERS
SQM01SUM0114	USER CONFIGURATION SERVER 6.0
SQM01SUM0108	TRANSPORT NM SERVERS
SQM01SUM0137	Network Management Zone Database Server ASTRO 6.1
SQM01SUM0117	Network Management UCS Database Server ASTRO 6.1
SQM01SUM0138	ETHERNET SWITCH MANAGEMENT SERVER AND WAN SWITCH SERVER

**Network Management Options affected:**

CA00139AA	ADD: 4.1 FULLVISION SERVER
CA00129AA	ADD: SYSTEM STATISTIC SERVER/4.1
CA00130AA	ADD: SYSTEM STATISTICAL SERVER

*Note: Customer Care Services Division, CCSD (previously known as Accessories and Aftermarket Division (AAD)) will support replacement modules for the above mentioned equipment per the currently published and approved CCSD support plan.*



# QUANTAR PLATFORM

## Quantar Base Station/Quantar Receiver/ASTRO-TAC Satellite Receiver (All Bands-UHF/VHF/800/900)

### INTENT-TO-CANCEL NOTICE

#### OVERVIEW

**This Intent to Cancel Notice has been updated to reflect an extension in Service Support Dates**

Quantar Platform Cancellation –All bands, system types, and options are impacted:

- T5365 or C99ED/001C (Quantar Base Station/Repeater)
  - This includes High Power Booster, SECURENET, and Data Base Station configurations
- T5367 (Quantar Receiver)
- T5589 (ASTRO-TAC Satellite Receiver)
- Software and Hardware Upgrades to existing units are NOT being cancelled at this time

Orders for Quantar Base Station/Receivers and ASTRO-TAC Satellite Receivers will be accepted per the schedule below:

Quantar Family Product - All Bands and Systems	Last Order Date	Last Ship Date
Quantar Base Station, Receiver, ASTRO-TAC Satellite Receiver	9/30/2011	12/31/2011

#### MODELS/ OPTIONS CANCELLATION ROLLOUT

- The Quantar Base station, Quantar Receiver, and ASTRO-TAC Satellite Receiver will be replaced by the G-Series Base Station and Receiver.
- The MTR3000 station is also an alternative solution for certain Analog Conventional, and Digital (MOTOTRBO) Trunking applications.
- Note: The Quantar Base Station, Quantar Receiver, and ASTRO-TAC Satellite Receiver are included in the U.S. Government Services Administration contract (GSA).



## REPLACEMENT PRODUCT

Please see details below for the planned replacement timeframes based on system type:

System Type	GTR 8000 Station	GPW 8000 Receiver	MTR3000 Station
ASTRO 25 Trunking	Available Now	**	N/A
ASTRO Digital Conventional	**	**	N/A
MOTOTRBO Digital Conventional	N/A	N/A	UHF - Q1, 2010 800/900 ** VHF **
Analog Conventional	**	**	UHF - Q1, 2010 800/900 ** VHF **
Mixed-Mode ASTRO Conventional	**	**	N/A
Analog Trunking (SN/SZ)*	No Replacement	No Replacement	N/A
Digital Trunking (SN/SZ)*	No Replacement	No Replacement	N/A

- \* Analog and Digital SMARTNET and SmartZone systems will reach the end of their system lifecycles for adding new channels at the end of 2011. No replacement will be available.
- \*\* Please contact your Motorola sales representative for product availability.

## CUSTOMER CANCELLATION IMPACT

- The Quantar Base Station/Receiver and ASTRO-TAC Satellite Receiver (all bands-UHF/VHF/800MHz/900MHz) cancellation is effective in ALL regions (North America, Latin America, Asia Pacific, Europe, Middle East, Africa, and Israel) where product models and corresponding hardware options and accessories are sold.

## SERVICE IMPLICATIONS OF CANCELLATION

- Commercially reasonable efforts will be made for aftermarket product support for the Quantar Base Station/Receiver & ASTRO-TAC Satellite Receiver through December 31, 2020 via the Customer Fulfillment Centers (CFC).

Quantar Product Family	Last Shipment Date	Service Support End Date
Quantar Base Station/Receiver & ASTRO-TAC Satellite Receiver	12/31/2011	12/31/2020*

\*please note that this date has been extended from 12/31/2018 as of 1/1/12



## CONTACT INFORMATION

- For service or support inquiries, please contact your local team or contact Motorola Solutions Customer Fulfillment Center  
In the US, call 1-800-422-4210  
In Canada, call 1-800-543-3222  
In Latin America, Asia, Middle East, and Europe, call 1-847-538-8023  
Federal Inquiries, call 1-800-826-1913



## Estimated ASTRO 25 Hardware Replacement Schedule\*

ASTRO 25 System Hardware	Estimated Replacement Interval
Client Workstations	3-5 years
Servers	3-5 years
Networking - LAN Switches	5-7 years
Networking - Routers	7-10 years
Trunked Repeater Stations - Hardware Refresh/FRU only	7-10 years
Trunked Site Controllers - Hardware Refresh/FRU only	7-10 years
Simulcast Comparators - Hardware Refresh/FRU only	7-10 years

\*Please note this is a high level hardware replacement table and does not include lower level system components. Intervals vary dependant upon system configuration.



**MOTOROLA SOLUTIONS**

**MOTOROLA CUSTOMER SUPPORT PLAN**

Prepared For :

**FAYETTE COUNTY BOARD OF COMM**

**140 W STONEWALL AVE W STE 101**

**FAYETTEVILLE, GA 30214**

## **REVISION HISTORY**

The following table lists the revision history of this document. The information contained in this document is subject to revision and is intended to be reviewed and updated periodically.



# **TABLE OF CONTENTS**

- 1. Introduction**
- 2. Overview of Services**
- 3. Warranty and/or Service Information**
- 4. How to Obtain Services**
- 5. Above Contract Services**
- 6. Glossary of Terms**
- 7. Severity Level Definitions**
- 8. Customer Contacts**
- 9. Site Summary**

## 1. Introduction

Your Customer Support Plan contains everything you need to know in order to take advantage of the services provided in your contract. This support plan was designed to help transition you from the pre-sales, staging, and installation phases to the delivery of life cycle support services for your system. Motorola Service professionals share a single, simple commitment - to deliver the most optimal and efficient solutions, made operational with attention to quality and measurable against key metrics. Motorola's Services organization is ready with the right combination of innovation, experience, process discipline and resources to provide you with the best support for your network.

You can be confident that you will receive the highest level of service, as you would expect from the world's communication leader. Our attention to quality and security has its roots in Motorola's storied pioneering of Six Sigma and dedication to best practices frameworks including ISO9001, TL9000, ITIL and FM with a future direction to move towards LEAN. Motorola has also received two Malcolm Baldrige National Quality Awards. Our commitment to quality assures our customers of the very finest and most timely service available.

Motorola has a corporate-wide standard in place which we refer to as 5NINES: SYSTEM AVAILABILITY. Our ability to provide highly available, easy-to-use systems is critical to our fundamental objective of total customer satisfaction and our position as a communications industry leader. 5NINES, or 99.999% availability (no more than 5 minutes total downtime per year), is the telephony standard to which all Motorola wireless systems aspire. We are committed to a new design culture, ease of use and operational simplicity, robustness metrics, and common platforms and network architecture.

The Terms and Conditions of your Agreement and all its other Exhibits will take precedence over this Customer Support Plan. In case of any contradiction, please contact the Motorola representative(s) below.

Please take a moment to review your Customer Support Plan. Your Account Executive or Customer Support Manager can answer any further questions you may have.

### **Customer Support Manager**

Your Motorola Customer Support Manager provides coordination of support resources to enhance the quality of service delivery and to ensure your satisfaction. The Customer Support Manager (CSM) is responsible to oversee the execution of your support contract (maintenance or warranty) by serving in the role of customer advocate. They serve as a point of contact for issue resolution and escalation, monitoring of our contractual performance, providing review and analysis of process metrics and fostering a relationship for continuous improvement with customers.

Any changes to the information in this document should be communicated to your Customer Support Manager as soon as possible.

Your Customer Support Manager is:	<b>Sean Fritchey</b>
Phone:	<b>770-313-7745</b>
Email:	<b>qgnr87@motorolasolutions.com</b>

### **Account Manager**

Your Account Manager serves as your contact for information on new products and services, expansion of communications to meet growth needs for your organization, and ensure your satisfaction

Your Account Manager is:	<b>JOHN BYRD</b>
Phone:	<b>(770)460-8230</b>
Email:	<b>John.Byrd@motorolasolutions.com</b>

## 2. Overview of Services

This section briefly describes the services FAYETTE COUNTY BOARD OF COMM will receive under your contract. For further details, on the terms of your contract or your contracted Statement of Work, please contact your Customer Support Manager or Account Executive.

### **Customer Technician Dispatch Service**

The Call Center Operation at Motorola's System Support Center (SSC) will provide a central point of contact for technical customer service requests continuously. The Call Center is staffed with customer support representatives who will coordinate the appropriate service response. Motorola will dispatch FAYETTE COUNTY BOARD OF COMM technicians if on site response is needed. All service requests are tracked and monitored by Motorola from creation to close of a Case through an electronic Case process.

### **Dispatch Service**

The System Support Center's (SSC) Call Center Operations is the central point of contact for all your technical customer service requests. Their function is to manage all calls so the request will be tracked and monitored from beginning to end, via the Case management process. With detailed accounts of each customer system at our fingertips, Customer Support Representatives are trained to prompt the caller for information necessary to understand the situation and determine the next steps to be taken. The team tracks the status of your Case and ensures that all personnel involved have access to your information. If a problem is experienced during the Case management process, the Customer Support Representative may escalate the issue to the appropriate service management team. Appropriate action will be taken to resolve the issue and ensure customer satisfaction and Motorola compliance to our contracted commitments.

### **Network Monitoring Service**

#### E911 Network Monitoring Service

With Network Monitoring Service, your System is electronically monitored for Events that are detected and forwarded to the Motorola System Support Center. The System Support Center is staffed with highly trained technologists, who acknowledge the Event, run available diagnostic routines, initiate an appropriate response.

#### Network Monitoring Service

With Network Monitoring Service, your System is electronically monitored for Events that are detected and forwarded to the Motorola System Support Center using the Integrated Network Management? tools. The System Support Center is staffed with highly trained technologists, who acknowledge the Event, run available diagnostic routines, initiate an appropriate response.

### **Onsite Infrastructure Response**

If the Call Center Operations determines that hands-on support is needed to resolve the problem, they will dispatch the appropriate Motorola Local Service Provider to perform repairs, such as exchange frus, or take other appropriate action.

OnSite Infrastructure Response provides for on-site Motorola Local Service Provider response as determined by pre-defined severity levels and response times in Section 7 of this document. Severity 1 issues are dispatched twenty four (24) hours a day, three hundred sixty five (365) days a year including holidays.

The standard Response time is 4 hours or less for Severity 1 events.

With the Premier Option, you will receive a 2 hour or less Response for Severity 1 events.

### **Infrastructure Repair**

In the event the Motorola Local Service Provider finds a malfunctioning board/unit at the site location, the Motorola Local Service Provider will contact the System Support Center's Call Center to request a return authorization (RA) number. The Motorola Local Service Provider will remove the malfunctioning board/unit and ship to the Infrastructure Depot Operations

Center (IDO) in Elgin, IL for repair.

Upon receipt of malfunctioning equipment, the Infrastructure Depot Operations (IDO) will fully system test and repair malfunctioning Motorola manufactured boards/units down to the component level utilizing automated test equipment. A system test is performed to ensure that all software and hardware is set to current customer configuration. If the unit is not manufactured by Motorola, the unit may be returned to the Original Equipment Manufacturer (OEM) for repair or other third party vendor for repair. Motorola will coordinate and track third-party equipment sent to the original equipment manufacturer or third party vendor for service.

Once the equipment is received from the IDO, the Motorola Local Service Provider will either re-install the equipment or return to the customer's spare inventory.

### **Advanced Replacement**

Upon availability, Motorola will send via overnight delivery service an advanced field replacement unit(s) (FRU) in exchange for your malfunctioning unit(s). Motorola's IDO will provide new or reconditioned units as FRU. Malfunctioning unit(s) are evaluated and repaired by the IDO and returned to the IDO's FRU inventory upon completion of repair. Non-standard configurations and Customer-modified units are excluded from this service.

### **Local Infrastructure Repair**

Local Infrastructure Repair provides component level repair services to Motorola and select third party infrastructure equipment. The Motorola Local Service Provider will repair the equipment either on-site or at the Motorola Local Service Provider's location. If further repair is needed, the Motorola Local Service Provider may ship the equipment to the System Support Center's Infrastructure Depot Operations, Original Equipment Manufacturer or third party vendor for repair at their expense.

Once repairs are completed the Motorola Local Service Provider will re-install the equipment or return the equipment to FAYETTE COUNTY BOARD OF COMM spare inventory.

### **Technical Support**

Technical Support is available 7 days a week, 24 hours a day for Severity 1 issues, as defined in Section 7. The Motorola System Support Center's (SSC) staff will work with your local service organization or technicians to handle questions related to your Motorola 2-way communications system. The SSC's System Technologists may dial into a system to more clearly define a problem and determine the area of failure in order to decide on the most suitable action plan. If the problem is beyond the scope of the SSC's staff, they will contact key personnel who are involved with the design, development, and manufacture of your communication products for resolution.

### **Network Preventative Maintenance**

The Network Preventative Maintenance provides an annual operational test to ensure your Equipment meets original manufacturer's specifications. Network Preventative Maintenance can be purchased along with/without Dispatch Service. If Dispatch Service is purchased, and the Network Preventative Maintenance schedule has not been pre-determined, it is the Customer's responsibility to schedule the Network Preventative Maintenance with Motorola's System Support Center.

### **Special Product**

#### **CASSIDIAN MANAGED SERVICES**

This service provides continuous detected alarms through a web notification process. Mission control monitors the hardware/firmware certified and installed as part of the communications systems. Mission Control also monitors all application Software developed and certified by Airbus DS Communications and/or Motorola; including third part application software that generates SNMP traps or events captured by the OS Event Logs.

**SOFTWARE FIRMWARE SUPPORT**

SP software firmware support provides technical support and software / firmware support. All support is coordinated through the Motorola System Support Center.

**MS - UPS MAINTENANCE**

The UPS Maintenance services on the Fayette County System will maintain all the UPS units that was originally sold on Fayette County's Astro 4.1 800 MHz System. This service will include an annual inspection by Motorola and its selected UPS contractor on Fayette County 4.1 Astro 800 MHz System. This service would also include parts, labor and travel the above mentioned UPS units.

**SP - LOCAL INFRASTRUCTURE REPAIR**

Local Infrastructure Repair provides component level repair services to Motorola and select third party infrastructure equipment. The Motorola Local Service Provider will repair the equipment either on-site or at the Motorola Local Service Provider's location. If further repair is needed, the Motorola Local Service Provider may ship the equipment to the System Support Center's Infrastructure Depot Operations, Original Equipment Manufacturer or third party vendor for repair at their expense. Once repairs are completed the Motorola Local Service Provider will re-install the equipment or return the equipment to the Customer's spare inventory.

**SP - CONTRACT ADMINISTRATION SERVICE**

The SP - CONTRACT ADMINISTRATION Service provides the customer with services oriented to assist the customer in maintaining their own radio system and infrastructure. At Motorolas discretion, this service may be used to implement any other service or services to further support the customer. The Customers Motorola CSM (Customer Support Manager) will provide coordination of support resources to enhance the quality of service delivery and to ensure customer satisfaction. The Customer Support Manager(CSM) is responsible to oversee the execution of a support agreement contract (maintenance or warranty) by serving in the role of customer advocate. They serve as the defined point of contact for issue resolution and escalation, monitoring of our contractual performance, providing review and analysis of process metrics and fostering a relationship for continuous improvement with customers.

### 3. **Warranty and/or Service Agreement Information**

Customer Number: 1035083203

Billing Tag: 0022

#### **Service Agreement Information**

Infrastructure Service Agreement number: S00001011708 RN20-JAN-15 10:42:10

Fixed equipment Service Agreement start date: 01-JUL-15

Fixed equipment Service Agreement end date: 30-JUN-16

## 4. How To Obtain Services

### How To Obtain Network Monitoring Service

Action	Information
Network Monitoring Notification of System Events for system types: E911-SEB SMARTZONE 4.1	Upon receipt of an Event, the Network Monitoring Operations Team will create a Case and determine the severity level based on the definitions in Section 7.
	The Network Monitoring Operations Team will begin to diagnose an event by interrogating the system via the dedicated or dial up connection to the system.
	If remote fix is not possible, comments will be added to the Case and the Dispatch Operations center will follow the procedures for Dispatch Service for on site response.

### How To Obtain Dispatch Service and Customer Technician Dispatch Service

Action	Information
Call the System Support Center	1-800-323-9949
Provide Your Information	Caller Name Contact Phone Number Description of problem Severity of system problem determined at this time. Time available for call back Email address
Premier Option	<u>RESPONSE</u> Severity 1:                   2 hours Severity 2 *                 4 hours Severity 3 *                 1 day <i>*Standard Business Days/See Section 7 for Severity Level definitions.</i>
Case Number Generated	Caller will receive a Case number for tracking the service request.

Check Status	The caller may check the status of a Case at any time by calling the System Support Center at. 1-800-323-9949
Case Number Assignment	The Customer Support Representative will determine a course of action and assign the Case to the appropriate group.
Notification of CASE Activity	<p>The following persons at FAYETTE COUNTY BOARD OF COMM will be notified when the following events occur on a Case: Open, Closure</p> <p>The people will be notified via pager or email as indicated below:</p> <p>Name: CHERYL ROGERS Text Msg: Email: clogers@fayettecountyga.gov</p> <p>Name: PEGGY GLAZE Text Msg: Email: prglaze@fayettecountyga.gov</p> <p>Name: KEITH NATION Text Msg: Email: keith.nation@deirr.com</p> <p>Name: Diversified Forest Park Text Msg: Email: Dei_forestpark@deirr.com</p>
Coordination of Repair	<p>The Motorola Local Service Provider will exchange FRUs/components/assemblies, or take other appropriate action to restore the system.</p> <p>If the problem is found to be power related, FAYETTE COUNTY BOARD OF COMM will be responsible to coordinate the resolution.</p> <p>If the problem is found to be antenna, or telco related,</p>



	<p>FAYETTE COUNTY BOARD OF COMM will be responsible to coordinate the resolution.</p> <p>If the problem is found to be telco related, FAYETTE COUNTY BOARD OF COMM will be responsible to coordinate the resolution.</p>
Verification	Once the issue is resolved, the Motorola Local Service Provider will call the SSC Call Center to request verification.

Case Number Closure	Once the issue has been verified, the Motorola Local Service Providers repair notes will be documented in the Case and the Case will be closed.
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### How to Obtain Local Infrastructure Repair

Action	Information
Retrieval of Equipment	The procedures for dispatch services will be followed and the Motorola Local Service Provider will retrieve the malfunctioning equipment.
Repair of Equipment	The Motorola Local Service Provider will repair the equipment either on-site or at the Motorola Local Service Provider's location.
Return/Re-install of Equipment	The Motorola Local Service Provider will either re-install the serviced unit or return the equipment to your spare inventory.

### How to Obtain Technical Support

Action	Information
Call the System Support Center	1-800-323-9949
Case created	Caller will receive a Case number

Technical Support Response Times	<p><b>RESPONSE*</b></p> <p>Severity 1: Within 1 hour  Severity 2: Within 2 hours  Severity 3: Within 24 hours</p> <p>* Severities Defined in Section 7</p>
Problem Diagnosis & Issue Resolution	<p>The SSC's System Technologists may dial into a system to more clearly define a problem and determine the area of failure in order to decide on the most suitable action plan.</p> <p>If the problem is beyond the scope of the SSC's staff, they will contact key personnel who are involved with the design, development, and manufacture of your communication products.</p>
Case Closed	<p>Upon resolution of the issue, the SSC will close the Case.</p>

### How to Obtain Infrastructure Repair

Action	Information
Retrieval of Equipment	The procedures for Dispatch Services will be followed and the Motorola Local Service Provider will retrieve the malfunctioning equipment.
Ship to IDO	The Motorola Local Service Provider will obtain a Return Authorization (RA) number, and ship the equipment to the IDO for repair.
Repair of Equipment	The IDO will receive the equipment, system test and repair malfunctioning Motorola manufactured boards/units down to the component level utilizing automated test equipment. If the equipment is not manufactured by Motorola, the unit may be returned to the Original Equipment Manufacturer (OEM) or third party vendor for repair.
Return of Equipment	IDO will return repaired equipment via FedEx or UPS' 2 day delivery service. Return delivery is paid by Motorola.
Re-install of Equipment	The Motorola Local Service Provider will either re-install the serviced unit or return the equipment to your spare inventory.

**To send units directly to IDO follow these steps:**

Action	Information
Call the System Support Center (SSC)	<p>Call 1-800-323-9949</p> <p>or</p> <p>847-576-7300 to request a return authorization number (RA). Be prepared to provide a system model number or serial number, shipping address, your name and number, your company's name and number, billing address, preferred shipper, proof of warranty (if covered under warranty) and a valid Purchase Order (if not covered under contract or warranty).</p>
	<p><b>For Canadian Customers</b> (international Fru procedures apply) Email your request for an RA to <a href="mailto:CSS053@email.mot.com">CSS053@email.mot.com</a> and include the part number, provide the System Model Number and Serial Number or Bid and Quote number as proof of warranty. Also the shipping address, preferred shipper and the billing address must be provided.</p>
Ship to IDO	<p>Write the RA# on the shipping documents. Ship the malfunctioning equipment (freight prepaid) to:</p> <p>Motorola Infrastructure Depot Operations</p> <p>2214 Galvin Drive</p> <p>Elgin, IL 60123</p> <p>RA# _____</p>
Repair of equipment	<p>IDO will receive the equipment and system test and repair malfunctioning Motorola manufactured boards/units down to the component level utilizing automated test equipment. If the unit is not manufactured by Motorola, the unit may be returned to the Original Equipment Manufacturer (OEM) for repair.</p>
Return of equipment	<p>IDO will return repaired equipment via FedEx or UPS' 2-day delivery service. Return delivery is paid by Motorola.</p>

### How to Obtain Advanced Replacement Service

Action	Information
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<p>The procedures for Dispatch Service will be followed.</p>	<p>If during the delivery of Dispatch and OnSite Infrastructure Response services, the Motorola Local Service Provider identifies the need for an advanced replacement unit(s) FRU, the Motorola Local Service Provider will call the SSC and request an exchange board.</p>
<p>Provide Information</p>	<p>The Motorola Local Service Provider will provide the component description, model number, serial number, type of system and firmware version, and site location FRU is to be delivered.</p> <p>Customer must provide a purchase order number for billing for any additional costs. Typical charges are for components not returned, or shipments and handling charges outside of normal business hours.</p>
<p>FRU shipment</p>	<p>FRU will be programmed to customer's template, if provided. If no template is provided or is not usable, a generic template will be used.</p> <p>FRU are shipped next day air via Federal Express Priority Overnight or UPS Red unless otherwise requested. Shipments other than these programs, NFO (next flight out), are subject to additional charges.</p> <p>Motorola pays shipping and handling charges during normal operating hours of Monday through Friday 7:00am to 7:00pm CST. Anything outside of these hours are subject to additional shipping and handling charges.</p> <p>Motorola will provide a return air bill with the FRU for return the malfunctioning unit.</p>
<p>Ship Malfunctioning Unit to IDO</p>	<p>After receiving the IDO's FRU, the Motorola Local Service Provider will package the malfunctioning unit and ship it to the IDO within 5 days.</p> <p>Please reference the return air bill to ensure proper tracking of the return.</p>
<p>Install the Exchange FRU</p>	<p>The Motorola Local Service Provider will install the FRU or replenish spare inventory.</p>

## How to Obtain Network Preventative Maintenance

<b>Action</b>	<b>Information</b>
Network Preventative Maintenance	The SSC will notify Motorola Local Service Providers to schedule the Network Preventative Maintenance with the Customer based on the pre-determined schedule below.

## **How to Obtain Reports**

### Dispatch Services Reporting

Your Customer Support Manager will provide Activity Reports on a periodic basis.

### Customer Technician Dispatch Services Reporting

Your Customer Support Manager will provide Activity Reports on a periodic basis.

## **How to Obtain Special Products**

### **CASSIDIAN MANAGED SERVICES**

The Motorola System Support Center will engage Airbus DS Communications for assistance as required.

### **SOFTWARE FIRMWARE SUPPORT**

The Motorola System Support Center works with service provider to provide software firmware support as needed. No customer interaction is required.

### **MS - UPS MAINTENANCE**

MS - UPS Maintenance

Motorola will provide first echelon 2-hr., 24x7 response to all major alarms or emergency services requests pertaining to UPS units. Minor alarms or service problems reported not requiring a major response will be serviced 8am-5pm, Monday through Friday (excluding holidays) first echelon, 4-hr.response by Motorola.

### **SP - LOCAL INFRASTRUCTURE REPAIR**

The procedures for dispatch services will be followed and the Motorola Local Service Provider will retrieve the malfunctioning Equipment, repair the equipment either on-site or at the Motorola Local Service Provider's location and will either re-install the repaired unit or return the equipment to your spare inventory.

### **SP - CONTRACT ADMINISTRATION SERVICE**

The customer will contact the Motorola Customer Support Manager.

## 5. Above Contract Services

Services that need to be performed that are not covered by the Agreement are considered 'above contract' and are billable to FAYETTE COUNTY BOARD OF COMM . Any above contract work must be authorized or work will not be billable and cannot be performed. Please refer to your Agreement for the Statements of Work and Terms and Conditions for the services that FAYETTE COUNTY BOARD OF COMM has purchased

The following person will be contacted for approval on above contract work:

**Above Contract Customer P.O. Authorization:**

Name: CHERYL ROGERS

Phone: 770-461-4357

Fax:

## 6. Glossary of Terms and Acronyms

**CASE NUMBER:** The number assigned to a customer's request for service. The SSC Call Center electronically tracks all Case Numbers to assure customer satisfaction.

**CSM:** Customer Support Manager

**CSP:** Customer Support Plan

**ETA:** Estimated time of arrival is an estimate of when the field technician will arrive at the customer's site.

**FRU (Field Replaceable Unit):** A FRU is a Field Replaceable Unit which is any module or board which can be removed from a piece of fixed equipment and exchanged with an identical module or board.

**IDO:** Infrastructure Depot Operations

**MOTOROLA LOCAL SERVICE PROVIDER:** A Motorola authorized service provider or a Motorola Field Technical Representative.

**RA:** Return Authorization needed by the System Support Center prior to sending equipment in for repair.

**RESPONSE:** Response times are defined as having an on-site technician, a remote systems technologist or a remote network specialist having taken assignment of the issue and working on the system.

**RSC:** Radio Support Center

**RSS:** Radio Service Software

**SEVERITY:** Each incoming call is assigned a severity level of Severity One, Two, or Three. Severity levels determine the Response Time Commitments. See Section 7 for your Severity Level definitions.

**SSC:** System Support Center

## 7. Severity Level Definitions

<b>Severity Level Matrix</b>	
<b>Severity Level</b>	<b>Problem Type (If applicable)</b>
Severity 1	Major System Failure Dispatched 7 x 24 x 365 days. 33% degraded
Severity 2	Significant System Impairment Dispatched 8 x 5 Monday - Friday, standard business days
Severity 3	Technical Question = Upgrades or intermittent problems, System problems presently being monitored Parts Question Technician is not on site, has questions concerning a problem. Work to be performed at a later time. 8 x 5 Monday - Friday, standard business hours
Severity 4	Scheduled Maintenance, Scheduled upgrades

**NOTE:** The above severity level definitions do NOT apply to the Managed ISSI service. Please refer to the Managed ISSI Statement of Work (SOW) for applicable severity definitions

## Monitoring Alarms



## SmartZone and SmartZone/OmniLink INM Severities

### SEVERITY 1 EVENTS

<b>Events</b>
<b>Database Server Down</b>
<b>User Server Down</b>
<b>UCS Server Down</b>
<b>Switches - all remote sites to Site Trunking</b>
<b>ZC1 - Zone Controller Down</b>
<b>ZC / M - Zone Manager Down</b>
<b>Interzone Issues (<i>OL System Only</i>)</b>
<b>Port Issues</b>
<b>CEB Issues</b>
<b>Ambassador Links and Slots</b>
<b>Zone Controller</b>
<b>MUX</b>
<b>Internet / Router Issues</b>
<b>Internet Link issues</b>
<b>Sites Down - Site Unknown/Not Wide/Failsoft</b> <ul style="list-style-type: none"> <li>· Occurrence &gt;= 5 minutes, 3 occurrences in 30 minutes, 5 occurrences in 60 minutes</li> </ul>
<b>Synch Cards</b>
<b>Agents (SSC )</b>

Trap Forwarder (SSC )
DIU / CIU if $\geq 33\%$ Down
$\geq 33\%$ of Site Channels Down
$\geq 33\%$ down of any Severity 2 device
Intermittent problems <u>#/time</u>
Base A/D/I Path
BaseDIRPath
TAC A//DI Path

<b>!</b>	<b>NOTE</b>	All <b>Severity 1</b> events that are $\geq 33\%$ are dispatched on a 24x7 basis. All other events will be treated as Severity 2.
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### SEVERITY 2 EVENTS

<b>Events</b>
<b>Zone Manager</b>
<b>New Fault</b> ** If remote restoration is not possible, then the event is upgraded to a <b>Severity 1</b>
<b>Intermittent problems</b>
<b>DIU</b> - Single Site Channels Down
<b>CIU</b> - Single Site Channels Down
<b>Wireline</b> - Single Site Channels Down

Rx / Tx / RTIB / TIB / RIB / Base Stations - Single Site Channels Down
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All Other Issues - TBD
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!
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NOTE
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All <b>Severity 2</b> events are dispatched on a Same Business Day <b>(SBD)</b> schedule, Monday - Friday from 8:00am - 5:00pm.
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## 8. CUSTOMER CONTACTS

*Please contact CSM if any of the information provided below has changed.*

### ***Customer Information***

#### **Customer:**

FAYETTE COUNTY BOARD OF COMM  
140 W STONEWALL AVE W STE 101  
FAYETTEVILLE, GA 30214  
US

#### **Above Contract PO Authorization:**

CHERYL ROGERS  
clogers@fayettecountyga.gov  
Phone: 770-461-4357

#### **Contact for Service Escalations:**

CHERYL ROGERS  
clogers@fayettecountyga.gov  
Work: 770-461-4357

#### **Customer Communications Director**

CHERYL ROGERS  
Work: 770-461-4357  
clogers@fayettecountyga.gov

#### **Customer Technician Contacts**

##### **Primary**

Fayette County 911  
Phone: (770)461-4357







**Call Center Operations** 1-800-323-9949

## FAYETTE COUNTY BOARD OF COMM Service Call Procedure for Fixed Infrastructure

**To Place a Service Call...**

Step	What you need to do:	Information to Provide
1	Call Motorola Call Center Operations	1-800-323-9949
2	Provide Your Customer Name	FAYETTE COUNTY BOARD OF COMM
3	Type of Request	"I would like to open a service call."
4	Provide System & Site ID #	See Side 2 of this card
5	Identify the Severity Level	See Severity Table below
6	Your Name and Telephone Number	
7	Description of the Problem/Failure	As detailed as possible.
8	Record the Service Case Number provided to you by Motorola Call Center Operations for service call tracking purposes.	
	If on site support is required to resolve the service request, the Motorola Call Center Operations will dispatch the appropriate local field service provider.	
<b>To inquire on the Status of a Service Call...</b>		
1	Call Motorola Call Center Operations	1-800-323-9949
2	Provide Your ?Customer? Name	FAYETTE COUNTY BOARD OF COMM
3	Provide Type of Request	"I would like to check on the status of a service call."
4	The Service Case number assigned at the time the service call was opened.	The number you documented in Step #8

### SEVERITY LEVELS

**Premier Severity & Response Times**

Level	Response	Definition
Severity 1	2 hour Response	System/site down or extremely degraded
Severity 2	4 hour Response*	Degraded system/site

Severity 3	1 day Response*	Non emergency, non user effecting
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\*Standard Business Days, Mon-Fri 8:30 a.m. - 4:30 p.m.. Local Time, excluding Motorola holidays.





**Call Center Operations 1-800-323-9949**

SmartZone/OmniLink Sites

**SYSTEM ID#                      SITE NAME & ADDRESS**

SZAC2E0108	SR54 1332 HWY 54 N , FAYETTEVILLE, GA 30214 Cheryl Rogers - (770) 461-4357
SZAC2E0102	FAYETTEVILLE-CO-LOCATED REMOTE 110 VOLUNTEER WAY , FAYETTEVILLE, GA 30215 Cheryl Rogers - (770) 461-4357
SZAC2E0103	WESTBRIDGE 1814 N HWY , TYRONE, GA 30290 Cheryl Rogers - (770) 461-4357
SZAC2E0104	BROOKS 101 RAILROAD ST , BROOKS, GA 30205 Cheryl Rogers - (770) 461-4357
SZAC2E0105	PEACHTREE 153 WILLOWBEND RD , PEACHTREE CITY, GA 30269 Cheryl Rogers - (770) 461-4357
SZAC2E0106	PORTER 100 PORTER RD , FAYETTEVILLE, GA 30214 Cheryl Rogers - (770) 461-4357
PL911AC2ED1	VOLUNTEER WAY-DISPATCH 110 VOLUNTEER WAY , FAYETTEVILLE, GA 30215 Cheryl Rogers - (770) 461-4357
SZAC2E0101	FAYETTEVILLE(PRIME SITE) 110 VOLUNTEER WAY , FAYETTEVILLE, GA 30215 Cheryl Rogers - (770) 461-4357
SZAC2E	FAYETTEVILLE(MASTER SITE) 110 VOLUNTEER WAY , FAYETTEVILLE, GA 30215 Cheryl Rogers - (770) 461-4357
SZAC2E0107	SWANSON 367 SWANSON RD , TYRONE, GA 30290 Cheryl Rogers - (770) 461-4357
MOSAC2E0101	FAYETTEVILLE - MOSCAD 110 VOLUNTEER WAY , FAYETTEVILLE, GA 30215 Cheryl Rogers - (770) 461-4357
MOSAC2E0103	WESTBRIDGE - MOSCAD 1814 N HWY , TYRONE, GA 30290 Cheryl Rogers - (770) 461-4357
MOSAC2E0104	BROOKS - MOSCAD 101 RAILROAD ST , BROOKS, GA 30205 Cheryl Rogers - (770) 461-4357
MOSAC2E0105	PEACHTREE - MOSCAD 153 WILLOWBEND RD , PEACHTREE CITY, GA 30269 Cheryl Rogers - (770) 461-4357
MOSAC2E0106	PORTER - MOSCAD 100 PORTER RD , FAYETTEVILLE, GA 30214 Cheryl Rogers - (770) 461-4357
MOSAC2E0107	SWANSON - MOSCAD

	1332 HWY 54 N , FAYETTEVILLE, GA 30214 Cheryl Rogers - (770) 461-4357
MOSAC2E0108	SR54 - MOSCAD 1332 HWY 54 N , FAYETTEVILLE, GA 30214 Cheryl Rogers - (770) 461-4357
MOSAC2E0101_(CUSTOMER)	FAYETTEVILLE - MOSCAD CUSTOMER 110 VOLUNTEER WAY , FAYETTEVILLE, GA 30215 Cheryl Rogers - (770) 461-4357
MOSAC2E0103_(CUSTOMER)	WESTBRIDGE - MOSCAD CUSTOMER 1814 N HWY , TYRONE, GA 30290 Cheryl Rogers - (770) 461-4357
MOSAC2E0104_(CUSTOMER)	BROOKS - MOSCAD CUSTOMER 101 RAILROAD ST , BROOKS, GA 30205 Cheryl Rogers - (770)546104357
MOSAC2E0105_(CUSTOMER)	PEACHTREE - MOSCAD CUSTOMER 153 WILLOWBEND RD , PEACHTREE CITY, GA 30269 Cheryl Rogers - (770) 461-4357
MOSAC2E0106_(CUSTOMER)	PORTER - MOSCAD CUSTOMER 100 PORTER RD , FAYETTEVILLE, GA 30214 Cheryl Rogers - (770) 461-4357
MOSAC2E0107_(CUSTOMER)	SWANSON - MOSCAD CUSTOMER 1332 HWY 54 N , FAYETTEVILLE, GA 30214 Cheryl Rogers - (770) 461-4357
MOSAC2E0108_(CUSTOMER)	SR54 - MOSCAD CUSTOMER 1332 HWY 54 N , FAYETTEVILLE, GA 30214 Cheryl Rogers - (770) 461-4357

## E911 Sites

**SYSTEM ID#****SITE NAME & ADDRESS**

PL911AC2E	VOLUNTEER WAY - PLANT SITE 110 VOLUNTEER WAY , FAYETTEVILLE, GA 30215 Cheryl Rogers - (770) 461-4357
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## SmartZone/OmniLink Sites

**SYSTEM ID#**                      **SITE NAME & ADDRESS**

SZAC2E0108	SR54 1332 HWY 54 N , FAYETTEVILLE, GA 30214 Cheryl Rogers - (770) 461-4357
SZAC2E0102	FAYETTEVILLE-CO-LOCATED REMOTE 110 VOLUNTEER WAY , FAYETTEVILLE, GA 30215 Cheryl Rogers - (770) 461-4357
SZAC2E0103	WESTBRIDGE 1814 N HWY , TYRONE, GA 30290 Cheryl Rogers - (770) 461-4357
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SZAC2E	FAYETTEVILLE(MASTER SITE) 110 VOLUNTEER WAY , FAYETTEVILLE, GA 30215 Cheryl Rogers - (770) 461-4357
SZAC2E0107	SWANSON 367 SWANSON RD , TYRONE, GA 30290 Cheryl Rogers - (770) 461-4357
MOSAC2E0101	FAYETTEVILLE - MOSCAD 110 VOLUNTEER WAY , FAYETTEVILLE, GA 30215 Cheryl Rogers - (770) 461-4357
MOSAC2E0103	WESTBRIDGE - MOSCAD

	1814 N HWY , TYRONE, GA 30290 Cheryl Rogers - (770) 461-4357
MOSAC2E0104	BROOKS - MOSCAD 101 RAILROAD ST , BROOKS, GA 30205 Cheryl Rogers - (770) 461-4357
MOSAC2E0105	PEACHTREE - MOSCAD 153 WILLOWBEND RD , PEACHTREE CITY, GA 30269 Cheryl Rogers - (770) 461-4357
MOSAC2E0106	PORTER - MOSCAD 100 PORTER RD , FAYETTEVILLE, GA 30214 Cheryl Rogers - (770) 461-4357
MOSAC2E0107	SWANSON - MOSCAD 1332 HWY 54 N , FAYETTEVILLE, GA 30214 Cheryl Rogers - (770) 461-4357
MOSAC2E0108	SR54 - MOSCAD 1332 HWY 54 N , FAYETTEVILLE, GA 30214 Cheryl Rogers - (770) 461-4357
MOSAC2E0101_(CUSTOMER)	FAYETTEVILLE - MOSCAD CUSTOMER 110 VOLUNTEER WAY , FAYETTEVILLE, GA 30215 Cheryl Rogers - (770) 461-4357
MOSAC2E0103_(CUSTOMER)	WESTBRIDGE - MOSCAD CUSTOMER 1814 N HWY , TYRONE, GA 30290 Cheryl Rogers - (770) 461-4357
MOSAC2E0104_(CUSTOMER)	BROOKS - MOSCAD CUSTOMER 101 RAILROAD ST , BROOKS, GA 30205 Cheryl Rogers - (770)546104357
MOSAC2E0105_(CUSTOMER)	PEACHTREE - MOSCAD CUSTOMER 153 WILLOWBEND RD , PEACHTREE CITY, GA 30269 Cheryl Rogers - (770) 461-4357
MOSAC2E0106_(CUSTOMER)	PORTER - MOSCAD CUSTOMER 100 PORTER RD , FAYETTEVILLE, GA 30214 Cheryl Rogers - (770) 461-4357
MOSAC2E0107_(CUSTOMER)	SWANSON - MOSCAD CUSTOMER 1332 HWY 54 N , FAYETTEVILLE, GA 30214 Cheryl Rogers - (770) 461-4357
MOSAC2E0108_(CUSTOMER)	SR54 - MOSCAD CUSTOMER 1332 HWY 54 N , FAYETTEVILLE, GA 30214 Cheryl Rogers - (770) 461-4357

## 9.SITE SUMMARY



MOSAC2E0107_(CUSTOMER)	SWANSON - MOSCAD CUSTOMER	1332 HWY 54 N , FAYETTEVILLE, GA 30214		FAYETTE COUNTY BOARD OF COMM	Y		X		X										
MOSAC2E0108	SR54 - MOSCAD	1332 HWY 54 N , FAYETTEVILLE, GA 30214		DIVERSIFIED ELECTRONICS INC FOREST PARK, GA 404-361-4840	Y	X			X					X					
MOSAC2E0108_(CUSTOMER)	SR54 - MOSCAD CUSTOMER	1332 HWY 54 N , FAYETTEVILLE, GA 30214		FAYETTE COUNTY BOARD OF COMM	Y		X		X										
PL911AC2E	VOLUNTEER WAY - PLANT SITE	110 VOLUNTEER WAY , FAYETTEVILLE, GA 30215		DIVERSIFIED ELECTRONICS INC FOREST PARK, GA 404-361-4840	N	X								X	X	X			
PL911AC2ED1	VOLUNTEER WAY-DISPATCH	110 VOLUNTEER WAY , FAYETTEVILLE, GA 30215		DIVERSIFIED ELECTRONICS INC FOREST PARK, GA 404-361-4840	N	X								X	X	X			
SZAC2E	FAYETTEVILLE(MASTER SITE)	110 VOLUNTEER WAY , FAYETTEVILLE, GA 30215		DIVERSIFIED ELECTRONICS INC FOREST PARK, GA 404-361-4840	Y	X		X	X					X	X	X			
SZAC2E0101	FAYETTEVILLE(PRIME SITE)	110 VOLUNTEER WAY , FAYETTEVILLE, GA 30215		DIVERSIFIED ELECTRONICS INC FOREST PARK, GA 404-361-4840	Y	X		X	X					X	X	X			
SZAC2E0102	FAYETTEVILLE-CO-LOCATED REMOTE	110 VOLUNTEER WAY , FAYETTEVILLE, GA 30215		DIVERSIFIED ELECTRONICS INC FOREST PARK, GA 404-361-4840	Y	X		X	X					X	X	X			
SZAC2E0103	WESTBRIDGE	1814 N HWY , TYRONE, GA 30290		DIVERSIFIED ELECTRONICS INC FOREST PARK, GA 404-361-4840	Y	X		X	X					X	X	X			
SZAC2E0104	BROOKS	101 RAILROAD ST , BROOKS, GA 30205		DIVERSIFIED ELECTRONICS INC FOREST PARK, GA 404-361-4840	Y	X		X	X					X	X	X			
SZAC2E0105	PEACHTREE	153 WILLOWBEND RD , PEACHTREE CITY, GA 30269		DIVERSIFIED ELECTRONICS INC FOREST PARK, GA 404-361-4840	Y	X		X	X					X	X	X			
SZAC2E0106	PORTER	100 PORTER RD , FAYETTEVILLE, GA 30214		DIVERSIFIED ELECTRONICS INC FOREST PARK, GA 404-361-4840	Y	X		X	X					X	X	X			
SZAC2E0107	SWANSON	367 SWANSON RD , TYRONE, GA 30290		DIVERSIFIED ELECTRONICS INC FOREST PARK, GA 404-361-4840	Y	X		X	X					X	X	X			
SZAC2E0108	SR54	1332 HWY 54 N , FAYETTEVILLE, GA 30214		DIVERSIFIED ELECTRONICS INC FOREST PARK, GA 404-361-4840	Y	X		X	X					X	X	X			

MS

Monitored Site

<b>DIS</b>	Dispatch
<b>CTD</b>	Customer Technician Dispatch
<b>TS</b>	Technical Support
<b>NM</b>	Network Monitoring
<b>AHNM</b>	After Hours Network Monitoring
<b>OIR</b>	Onsite Infrastructure Response
<b>OIRP</b>	Onsite Infrastructure Response Premier
<b>OIRL</b>	Onsite Infrastructure Response Limited
<b>NPM</b>	Network Preventive Maintenance
<b>IR</b>	Infrastructure Repair
<b>AR</b>	Advance Replacement
<b>SSA</b>	Software Subscription Agreement
<b>OIRW/LD</b>	Onsite Infrastructure Response W/ Local Dispatch
<b>OIRW/LDP</b>	Onsite Infrastructure Response W/ Local Dispatch Premier
<b>OIRW/LL</b>	Onsite Infrastructure Response W/Local Dispatch Limited

No LTE Sites



## COUNTY AGENDA REQUEST

Department: Presenter(s): Meeting Date: Type of Request: 

## Wording for the Agenda:

Approval of Fire & Emergency Services' request to accelerate replacement of a 2006 General Motors MedTec Medic Unit, which is currently scheduled for replacement in Fiscal Year 2017, into Fiscal Year 2016, authorize staff to obtain proposals for replacement, and authorize purchase of a replacement vehicle in an amount not-to-exceed \$158,100.00 utilizing the Vehicle Replacement Fund.

## Background/History/Details:

Vehicle 23305 is a 2006 MedTec GM Medic Unit. It was reported that differential fluid was leaking from the axle housing, so the unit was placed out-of-service and arrived at Fleet Maintenance on June 7, 2015 for evaluation. Upon inspection, the unit was moved to Springs & Suspension, Inc. for additional evaluation and repair. It was determined by Springs & Suspension that there is a crack in the axle housing. Given the size of the crack and the nature of the location, it is not feasible to repair. Both Fleet Maintenance and Springs & Suspension began searching for a new or used replacement for this housing. Numerous companies were contacted for both and used housings were picked up on two occasions in an effort to match the broken housing. All used housings were not compatible due to the bolt pattern for the brake backer plates. There are not any new housings available currently and the time to manufacture and deliver is estimated by General Motors to be approximately 180 days.

Staff's request is based on 1) down-time that has been estimated to be up to 180 days to receive the housing, 2) the cost of the housing that is estimated at \$10,000.00 plus installation, and 3) the fact that this unit is already due for replacement in July of 2016. The department is currently using this reserve unit for temporary assignment and does not have a replacement should another medic unit suffer a failure or require routine service. The extended time frame for repair or replacement could create operational issues.

## What action are you seeking from the Board of Commissioners?

Approval of Fire & Emergency Services' request to accelerate replacement of a 2006 General Motors MedTec Medic Unit (Vehicle #23305), which is currently scheduled for replacement in Fiscal Year 2017, into Fiscal Year 2016, authorize staff to obtain proposals for replacement, and authorize purchase of a replacement vehicle in an amount not-to-exceed \$158,100.00 utilizing the Vehicle Replacement Fund.

## If this item requires funding, please describe:

Funding for this request, in an amount not-to-exceed \$158,100.00, is required from the Vehicle Replacement Fund.

Has this request been considered within the past two years? If so, when? Is Audio-Visual Equipment Required for this Request?\* Backup Provided with Request? 

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance Reviewed by Legal Approved by Purchasing County Clerk's Approval Administrator's Approval 

## Staff Notes:

The department is currently using this reserve unit for temporary assignments and does not have a replacement should another medic unit suffer a failure or require routine service. The extended time frame for repair or replacement could create operational issues. Staff intends to seek RFPs for current vehicles that are demonstrators or currently in production with a thirty (30) day delivery time to expedite the replacement of the out-going vehicle.

Cost Data Summary

Unit Cost Summary as of 6/30/2015

Eastern Standard Time

<b>Item</b>	<b>Month</b>	<b>Year</b>	<b>Life</b>	<b>Year</b>	2006	<b>Unit Number</b>	23305
Miles Run	579.0	20,546.0	180,167.0	License	GV51115	<b>Category</b>	Truck - Class 5
Fuel Used	20.8	2,106.9	5,790.8	Condition	New	<b>Start Miles</b>	0
Fuel Cons MPG	27.84	9.75	31.11	Acquired	1/2006	<b>Current Miles</b>	180167
Oil Used	0	0	0	Fuel Type	Diesel	<b>Serial Number</b>	1GDE5C1206F401025
Oil Cons MPQ	0	0	0			<b>Cost Center</b>	27230600
						<b>Department</b>	Emergency Services
						<b>Vehicle Make</b>	Chevy
						<b>Vehicle Model</b>	C-5500
						<b>Engine Make</b>	Dura-Max
						<b>Engine Model</b>	6.6 Liter
						<b>Trans. Make</b>	Allison
						<b>Trans. Model</b>	1000EV
						<b>Tire Size</b>	225/70R19.5

Operating Cost Analysis

Breakdown	0%	0%	0%
Fuel Cost	58%	22%	25%
PM Services	0%	4%	11%
Routine Work	42%	74%	64%

Maintenance	Month Cost				Year Cost				Life Cost			
	Parts	Labor	Total	CPM	Parts	Labor	Total	CPM	Parts	Labor	Total	CPM
001 - Air Conditioning,	0	0	0	0.00	387	0	387	0.02	3,815	0	3,815	0.02
002 - Cab & Sheet Metal	0	0	0	0.00	469	890	1,359	0.07	3,555	1,009	4,563	0.03
003 - Instruments, Gauges,	0	0	0	0.00	0	0	0	0.00	0	0	0	0.00
013 - Brakes	0	0	0	0.00	487	0	487	0.02	6,065	0	6,065	0.03
015 - Steering	0	0	0	0.00	0	0	0	0.00	152	0	152	0.00
016 - Suspension	44	0	44	0.08	1,531	0	1,531	0.07	4,218	0	4,218	0.02
017 - Tires, Tubes, Liners &	0	0	0	0.00	1,343	15	1,358	0.07	7,011	65	7,076	0.04
019 - Automatic/Manual	0	0	0	0.00	0	0	0	0.00	0	0	0	0.00
020 - Drive Train Group	0	0	0	0.00	0	0	0	0.00	310	0	310	0.00
022 - Axles - Driven, Rear	0	0	0	0.00	0	0	0	0.00	0	0	0	0.00
025 - Transfer Case	0	0	0	0.00	0	0	0	0.00	0	0	0	0.00
030 - Electrical Group	0	0	0	0.00	0	0	0	0.00	321	0	321	0.00
031 - Charging System	0	0	0	0.00	475	0	475	0.02	1,859	0	1,859	0.01
032 - Cranking System	0	0	0	0.00	207	0	207	0.01	1,052	0	1,052	0.01
033 - Ignition System	0	0	0	0.00	0	0	0	0.00	0	0	0	0.00
034 - Lighting System	36	0	36	0.06	379	0	379	0.02	3,028	210	3,238	0.02
035 - Hydrogen Fuel Cell	0	0	0	0.00	0	0	0	0.00	0	0	0	0.00
040 - Engine / Motor Systems	0	0	0	0.00	0	0	0	0.00	0	0	0	0.00
042 - Cooling System	0	0	0	0.00	69	596	665	0.03	1,549	596	2,145	0.01
043 - Exhaust System	0	0	0	0.00	874	0	874	0.04	932	0	932	0.01
044 - Fuel System	0	0	0	0.00	187	0	187	0.01	378	0	378	0.00
049 - Power Train -	0	0	0	0.00	0	0	0	0.00	0	0	0	0.00
050 - Accessories Group	0	0	0	0.00	2	0	2	0.00	68	0	68	0.00
053 - Expendable Items	0	0	0	0.00	3	0	3	0.00	8	0	8	0.00
055 - Cargo Handling,	0	0	0	0.00	0	0	0	0.00	0	0	0	0.00
065 - Hydraulic Systems -	0	0	0	0.00	0	0	0	0.00	0	0	0	0.00
06B - Belts	0	0	0	0.00	0	0	0	0.00	34	0	34	0.00
121 - Final Drive	0	0	0	0.00	0	0	0	0.00	0	0	0	0.00
141 - Hydrogen Fuel Cell	0	0	0	0.00	0	0	0	0.00	0	0	0	0.00
170 - Harvesting	0	0	0	0.00	0	0	0	0.00	0	0	0	0.00
175 - Emergency Vehicles	0	0	0	0.00	0	0	0	0.00	0	0	0	0.00
198 - Paddle Wagon, Drag	0	0	0	0.00	0	0	0	0.00	0	0	0	0.00
27M - 2-Way Radio Repairs	0	0	0	0.00	0	0	0	0.00	0	0	0	0.00
28S - Siren Repairs	0	0	0	0.00	0	0	0	0.00	0	0	0	0.00
35M - Misc. Repairs	0	0	0	0.00	0	0	0	0.00	1,676	0	1,676	0.01
368 - Milling	0	0	0	0.00	0	0	0	0.00	0	0	0	0.00
42S - Transmission Service	0	0	0	0.00	0	0	0	0.00	0	0	0	0.00
45F - Fire Apparatus Repairs	0	0	0	0.00	0	0	0	0.00	0	0	0	0.00
46P - Fire Apparatus Pump	0	0	0	0.00	0	0	0	0.00	0	0	0	0.00
47V - Fire Apparatus Valve	0	0	0	0.00	0	0	0	0.00	0	0	0	0.00
51E - Emission Test	0	0	0	0.00	0	0	0	0.00	0	0	0	0.00
91A - Alignment	0	0	0	0.00	0	0	0	0.00	75	0	75	0.00
95T - Towing	0	0	0	0.00	0	0	0	0.00	0	0	0	0.00

**Cost Data Summary**

6/30/2015 2:30:30 PM

Unit Cost Summary as of 6/30/2015

Eastern Standard Time

Maintenance VMRS System	Month Cost				Year Cost				Life Cost			
	Parts	Labor	Total	CPM	Parts	Labor	Total	CPM	Parts	Labor	Total	CPM
96S - Service Call	0	0	0	0.00	0	0	0	0.00	317	0	317	0.00
97M - Misc. Equipment	0	0	0	0.00	0	0	0	0.00	0	0	0	0.00
98O - Off Road/Attachments	0	0	0	0.00	0	0	0	0.00	0	0	0	0.00
999 - Total Vehicle	0	0	0	0.00	0	0	0	0.00	0	0	0	0.00
OS1 - Outside Services	0	0	0	0.00	0	0	0	0.00	0	0	0	0.00
PMS - Preventative	0	0	0	0.00	448	0	448	0.02	3,018	0	3,018	0.02
TM1 - Other Labor Time	0	0	0	0.00	0	0	0	0.00	0	0	0	0.00
Other Operational	0	0	0	0.00	4,084	8,241	12,326	0.60	4,390	8,241	12,631	0.07
<b>Sub-Total</b>	<b>80</b>	<b>0</b>	<b>80</b>	<b>0.14</b>	<b>10,946</b>	<b>9,742</b>	<b>20,688</b>	<b>1.01</b>	<b>43,830</b>	<b>10,121</b>	<b>53,951</b>	<b>0.30</b>
DE0 - Depreciation	0	0	0	0.00	0	0	0	0.00	0	0	0	0.00
INS - Insurance	0	0	0	0.00	0	0	0	0.00	0	0	0	0.00
LIC - Licenses	0	0	0	0.00	0	0	0	0.00	0	0	0	0.00
Other Fixed	0	0	0	0.00	0	0	0	0.00	0	0	0	0.00
<b>Sub-Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00</b>
FL0 - Fuel	50	0	50	0.09	5,762	0	5,762	0.28	17,819	0	17,819	0.10
<b>Sub-Total</b>	<b>50</b>	<b>0</b>	<b>50</b>	<b>0.09</b>	<b>5,762</b>	<b>0</b>	<b>5,762</b>	<b>0.28</b>	<b>17,819</b>	<b>0</b>	<b>17,819</b>	<b>0.10</b>
<b>Total</b>	<b>129</b>	<b>0</b>	<b>129</b>	<b>0.22</b>	<b>16,708</b>	<b>9,742</b>	<b>26,450</b>	<b>1.29</b>	<b>61,649</b>	<b>10,121</b>	<b>71,770</b>	<b>0.40</b>

# COUNTY AGENDA REQUEST

Consent Agenda #5

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Approval of staff's recommendation to accept the 2014 Assistance to Firefighters Grant in the amount of \$136,355.00, authorize a 10% local match in the amount of \$13,635.00, amend the Fiscal Year 2016 budget to increase both revenues and expenditures by \$136,355.00 for the purpose of purchasing additional portable radios, and authorize the Chairman to sign any related documents.

**Background/History/Details:**

In 2014, Fire and Emergency Services applied for a competitive grant through the Assistance to Firefighters Grant Program. Based on need, the department applied for \$281,534.00 for the purchase of portable radios and was awarded \$136,355.00.

This grant will allow the department to replace additional non-operational radio equipment needed for vital communications.

The Assistance to Firefighters Grant Program requires a local match of 10% of the total amount of the grant award. The county match for this grant is \$13,635.00.

**What action are you seeking from the Board of Commissioners?**

Approval of staff's recommendation to accept the 2014 Assistance to Firefighters Grant in the amount of \$136,355.00, authorize a 10% local match in the amount of \$13,635.00, amend the Fiscal Year 2016 budget to increase both revenues and expenditures by \$136,355.00 for the purpose of purchasing additional portable radios, and authorize the Chairman to sign any related documents.

**If this item requires funding, please describe:**

In the FY 2016 budget, \$281,534.00 was approved for Fire/EMS/EMA to purchase replacement portable radios (Project No. 37530550 542530-6270G). \$13,635.00 will be used for the match with the remaining \$267,899 grant funding used to purchase additional radios.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**

The purchase of portable radios, in addition to replacements, was approved in the Fiscal Year 2016 CIP budget.

U.S. Department of Homeland Security  
Washington, D.C. 20472



# FEMA

Mr. Peter Nelms  
Fayette County Dept. of Fire and Emergency Services  
Fayette County Department of Fire and Emergency Services  
Fayetteville, Georgia 30214-1520

Re: Award No. EMW-2014-FO-01083

Dear Mr. Nelms:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2014 Assistance to Firefighters Grant has been approved in the amount of \$136,355.00. As a condition of this award, you are required to contribute a cost match in the amount of \$13,635.00 of non-Federal funds, or 10 percent of the Federal contribution of \$136,355.00.

**Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the Assistance to Firefighters Grant Programs' e-grant system.** By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo
- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2014 Assistance to Firefighters Grant Funding Opportunity Announcement.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

**Prior to requesting Federal funds, all recipients are required to register in the System for Award Management (SAM.gov).** As the recipient, you must register and maintain current information in SAM.gov until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information annually after the initial registration, and more frequently for changes in your information. There is no charge to register in SAM.gov. Your registration must be completed on-line at <https://www.sam.gov/portal/public/SAM/>. It is your entity's responsibility to have a valid DUNS number at the time of registration.

In order to establish acceptance of the award and its terms, please follow these instructions:

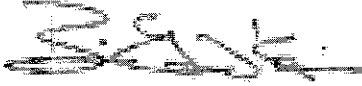
**Step 1:** Please go to <https://portal.fema.gov> to accept or decline your award. This will take you to the Assistance to Firefighters eGrants system. Enter your User Name and Password as requested on the login screen. Your User Name and Password are the same as those used to complete the application on-line.

Once you are in the system, the Status page will be the first screen you see. On the right side of the Status screen, you will see a column entitled Action. In this column, please select the View Award Package from the drop down menu. Click Go to view your award package and indicate your acceptance or declination of award. PLEASE NOTE: your period of performance has begun. If you wish to accept your grant, you should do so immediately. When you have finished, we recommend printing your award package for your records.

**Step 2:** If you accept your award, you will see a link on the left side of the screen that says "Update 1199A" in the Action column. Click this link. This link will take you to the SF-1199A Direct Deposit Sign-up Form. Please complete the SF-1199A on-line if you have not done so already. When you have finished, you must submit

~~the form electronically.~~ Then, using the Print 1199A Button, print a copy and take it to your bank to have the bottom portion completed. Make sure your application number is on the form. After your bank has filled out their portion of the form, you must fax a copy of the form to FEMA's SF-1199 Processing Staff at 301-998-8699. You should keep the original form in your grant files. After the faxed version of your SF 1199A has been reviewed you will receive an email indicating the form is approved. Once approved you will be able to request payments online. If you have any questions or concerns regarding your 1199A, or the process to request your funds, please call (866) 274-0960.

Sincerely,



Brian E. Kamoie  
Assistant Administrator for Grant Programs

# COUNTY AGENDA REQUEST

Consent Agenda #6

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Approval of the Sheriff's request to authorize the Chairman to sign the annual Equitable Sharing Agreement and Certification document, as required by the United States Department of Justice and the United States Department of Treasury.

**Background/History/Details:**

The United States Department of Justice and the United States Department of the Treasury, on an annual basis, require the Fayette County Sheriff's Office to submit an Equitable Sharing Agreement and Certification document.

The Equitable Agreement and Certification document provides a record of the total monies received from the United States Departments of Justice and Treasury, as well as an accounting of how the monies were spent for the purpose of law enforcement enhancement.

This program enables Fayette County to participate in multi-jurisdictional drug investigations / prosecutions whereby those participating entities share the confiscated properties resulting from the convictions.

**What action are you seeking from the Board of Commissioners?**

Approval of the Sheriff's request to authorize the Chairman to sign the annual Equitable Sharing Agreement and Certification document, as required by the United States Department of Justice and the United States Department of Treasury.

**If this item requires funding, please describe:**

Not

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?

Backup Provided with Request?

## STAFF USE ONLY

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**

This request is an example of the Board of Commissioners and the Sheriff's Office working together for the safety and wellbeing of all Fayette County citizens.

# COUNTY DEPARTMENT AGENDA REQUEST

Consent Agenda #7

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Approval of the Sheriff's decision to dispose of vehicle that was purchased utilizing Federal Seizure Funds by trading said vehicle for the purchase of a new comparable replacement vehicle that will also be purchased using Federal Seizure Funds.

**Background/History/Details:**

The Fayette County Sheriff's Office will be disposing / trading a 2007 Dodge Magnum, which was originally purchased with Federal Seizure Funds.

This vehicle will be traded in the purchase of one (1) new comparable replacement vehicle that will also be purchased using Federal Seizures Funds.

**What action are you seeking from the Board of Commissioners?**

Approval of the Sheriff's decision to dispose of vehicle that was purchased utilizing Federal Seizure Funds by trading said vehicle for the purchase of a new comparable replacement vehicle that will also be purchased using Federal Seizure Funds.

**If this item requires funding, please describe:**

No funding is required for this request.

Has this issue come before the Commissioners in the past?

If so, when?

Do you need audio-visual for the presentation?

Back-up Material Submitted?

## STAFF USE ONLY

Approved by Finance

Reviewed by Legal

Approved by Purchasing

Approved by County Clerk

Administrator's Approval

**Staff Notes:**



# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Approval of the State Court Judge's request for authorization to accept a grant award from the Criminal Justice Coordinating Council up to the federal funds award amount of \$66,950.00, to authorize the expenditure of 10% local matching funds up to the amount of \$7,439.00, and authorization for the Chairman to sign grant-related documentation.

**Background/History/Details:**

The Fayette County State Court was awarded a grant from the Criminal Justice Coordinating Council (CJCC) up to the amount of \$74,389.00. This amount includes a 10% local match of the total funds up to the amount of \$7,439.00. The Fayette County Board of Commissioners will act as the fiscal agent to receive these funds.

Per the State Court award (attached), the funds are to be used for two (2) positions to start-up a DUI Court. The funds received will be used to pay personnel costs (salary and benefits) for a Court Coordinator and a Court Case Manager, Contract Personnel, and supplies. The breakdown of the award is provided within the CJCC award (attached).

**What action are you seeking from the Board of Commissioners?**

Approval of the State Court Judge's request for authorization to accept a grant award from the Criminal Justice Coordinating Council up to the federal funds award amount of \$66,950.00, to authorize the expenditure of 10% local matching funds up to the amount of \$7,439.00, and authorization for the Chairman to sign grant-related documentation.

**If this item requires funding, please describe:**

\$7,439.00 will be required to match the grant through other financing sources, fund balance. Budget amendment to increase the budget for \$74,389.00 to grant revenue and State Court Judge expenditures.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**



STATE OF GEORGIA

OFFICE OF THE GOVERNOR

ATLANTA 30334-0900

Nathan Deal  
GOVERNOR

May 15, 2015

Honorable Jason B. Thompson  
State Court of Fayette County DUI Court  
1 Center Drive  
Fayetteville, Georgia 30214

Dear Judge Thompson:

Congratulations! I am pleased to notify you that the Accountability Court Funding Committee has awarded a grant to the State Court of Fayette County DUI Court in the amount of \$66,950. This grant award is effective July 1, 2015 through June 30, 2016.

As you know, expanding and strengthening accountability courts in Georgia is not only one of my top initiatives as Governor, but also a very strong personal interest. I have seen firsthand the success stories that come out of courtrooms like yours. In most circumstances, programs made available through your accountability court are an individual's last chance to reclaim their lives and remain crime free. By providing you with the resources you need and expanding these services throughout the state, we can improve public safety and positively changes lives in the process.

You will receive information from the Accountability Court Funding Committee and the Criminal Justice Coordinating Council regarding your award and other grant-related matters. Thank you for your service to the State of Georgia.

Sincerely,

Nathan Deal

**ACCOUNTABILITY COURT FUNDING COMMITTEE  
AWARDED GRANT FUNDING  
FY'16**

COURT NAME: Fayette State Court  
 PRESIDING JUDGE: Jason B Thompson  
 TOTAL FY16 AWARD: 66,950  
 MATCH: 7,439  
 # of Participants IMP

<u>Budget Worksheet Category</u>	<u>Line Item Approvals</u>		<u>Category Total</u>
A.(1) Personnel/Salaries & Benefits	Coordinator	40,000	40,000
B. Contract Personnel	Tx Provider	8,000	17,200
	Surveillance Officer	9,200	
C. Drug Testing/Supplies	Drug Tests		9,200
	Drug Test Supplies		
D. Equipment			
E. Supplies	Training Supplies	250	550
	Drug Court Brochures	300	
F. In State Travel			
G. Other			
Total:			66,950

Match:

**Special Conditions:**

**\*Coordinator will be funded one year and you must create sustainability plan to eventually fund entire coordinator position without state grant funds.**

**\*must create steering/advisory committee by 12/31/15**

OFFICE OF THE GOVERNOR  
 CRIMINAL JUSTICE COORDINATING COUNCIL  
 State of Georgia - Accountability Courts

SUBGRANT AWARD

SUBGRANTEE: Fayette County Board of Commissioners

IMPLEMENTING

AGENCY: Fayette County BOC

PROJECT NAME: Driving Under the Influence

SUBGRANT NUMBER: A16-8-012

FEDERAL FUNDS: \$ 66,950

MATCHING FUNDS: \$ 7,439

TOTAL FUNDS: \$ 74,389

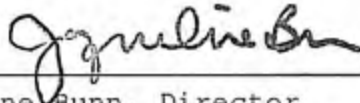
GRANT PERIOD: 07/01/15-06/30/16

This award is made under the Accountability Courts State of Georgia grant program. The purpose of the Accountability Court Grants program is to make grants to local courts and judicial circuits to establish specialty courts or dockets to address offenders arrested for drug charges or mental health issues. This grant program is subject to the administrative rules established by the Criminal Justice Coordinating Council.

This Subgrant shall become effective on the beginning date of the grant period, provided that a properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council by June 30, 2015.

AGENCY APPROVAL

SUBGRANTEE APPROVAL



\_\_\_\_\_  
 Jacqueline Bunn, Director  
 Criminal Justice Coordinating Council

\_\_\_\_\_  
 Signature of Authorized Official      Date

Date Executed: 07/01/15

\_\_\_\_\_  
 Typed Name & Title of Authorized Official

58-6000826-001

\_\_\_\_\_  
 Employer Tax Identification Number (EIN)

\*\*\*\*\*

INTERNAL USE ONLY

TRANS CD	REFERENCE	ORDER	EFF DATE	TYPE	PAY DATE	INVOICE	CONTRACT #
102	01	1	07/01/15	9		**	A16-8-012
OVERRIDE	ORGAN	CLASS	PROJECT			VENDOR CODE	
2	46	4	01				
ITEM CODE	DESCRIPTION 25 CHARACTERS			EXPENSE ACCT	AMOUNT		
1	Driving Under the Influence			624.41	\$ 66,950		

CRIMINAL JUSTICE COORDINATING COUNCIL  
State of Georgia - Accountability Courts

SPECIAL CONDITIONS

SUBGRANTEE: Fayette County Board of Commissioners  
PROJECT NAME: Driving Under the Influence  
SUBGRANT NUMBER: A16-8-012  
SUBGRANT AWARD: \$66,950

1. All project costs not exclusively related to activities of the funded accountability court must be approved with a Subgrant Adjustment Request, and only the costs of approved project-related activities will be reimbursable under the Subgrant Award.  
Initials \_\_\_\_\_
2. The subgrantee must submit Subgrant Adjustment Request #1 with the completed award package. The adjustment request must be accompanied by a detailed project budget that itemizes all projected expenditures as approved by the Accountability Court Funding Committee. The project budget and summary will not be established, or officially approved, until the subgrantee receives a written approval notice from the Criminal Justice Coordinating Council. All project costs and project activities must coincide with the approved budget, summary, and implementation plan unless subsequent revisions are approved by the Criminal Justice Coordinating Council.  
Initials \_\_\_\_\_
3. The subgrantee must submit subsequent Subgrant Adjustment Requests to revise the budget, project summary, and implementation plan prior to any substantial changes, but no later than 30 days prior to the end of the subgrant period.  
Initials \_\_\_\_\_
4. The subgrantee agrees that no funds shall be expensed outside of the approved budget. In addition, any funds spent under this subgrant award must be expended by the grant end date and not encumbered.  
Initials \_\_\_\_\_
5. The subgrantee agrees that at least 25% of the awarded funds will be spent in the first quarter, 50% in the second quarter and 75% in the third quarter. If this condition is not met, any unused remaining funds from that quarter will be retained by the Council to be managed by the Accountability Court Funding Committee.  
Initials \_\_\_\_\_
6. Waivers for the above 25% expenditure requirement may be granted at the committee's discretion for the 1st and 2nd quarters only. If a waiver is granted, the funds held over to the next quarter must be spent in the next quarter.  
Initials \_\_\_\_\_

7. This is a reimbursement grant. Requests for reimbursement must be made on a quarterly basis. Subgrant Expenditure Reports are due 15 days after the end of the quarter.  
Initials \_\_\_\_\_
8. The subgrantee certifies that state funds will not be used to supplant funds that would otherwise be made available for grant-funded initiatives. State funds must be used to supplement existing funds for program activities and not replace funds appropriated for the same purpose. Potential supplanting will be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the subgrantee will be required to document that the reduction in non-state resources occurred for reasons other than the receipt or anticipated receipt of state funds.  
Initials \_\_\_\_\_
9. Statistical and/or evaluation data describing project performance must be submitted to the Criminal Justice Coordinating Council on a quarterly basis using the prescribed format provided to the Subgrantee. Failure to submit this data on a timely basis will result in the withholding of grant funds on this subgrant and/or any other subgrant administered by CJCC until compliance is achieved. If reports are not received, funds for subsequent quarters may be rescinded.  
Initials \_\_\_\_\_
10. The subgrantee certifies that 1) title to all equipment and/or supplies purchased with funds under this subgrant shall vest in the agency that purchased the property; 2) equipment and/or supplies will be maintained in accordance with established local or state procedures as long as the equipment and/or supplies are used for program-related purposes; and 3) once the project concludes and/or equipment is no longer utilized for its grant-funded purpose, the Criminal Justice Coordinating Council will be informed of the available equipment and determine its future use to assure it is utilized in furtherance of the goals and objectives of the grant program and the State of Georgia.  
Initials \_\_\_\_\_
11. If your court uses a Community Service Board (CSB) for treatment AND your court has received funds for treatment - these funds have been awarded provisionally. Prior to use, you must meet with the CSB to determine the reason treatment is not provided as a part of the CSB's normal services. If the CSB is the best or only option for treatment for your court, you must provide the funding committee a written report explaining this. This report shall explain whether the CSB will be providing treatment for your court at their normal rate and whether or not they will only include your participants in the treatment groups. The committee will evaluate each report and will notify your court if it is acceptable to use grant funds towards treatment from the CSB.  
Initials \_\_\_\_\_
12. All drug, veteran, mental health, family, and DUI courts must use the LSI-R tool, and follow their court standards. All courts are required to use an evidence-based treatment modality.

Initials \_\_\_\_\_

- 13. Subgrantees must comply with the training requirements as mandated by the Accountability Court Funding Committee.

Initials \_\_\_\_\_

- 14. Non-compliance with any of the special conditions contained within this document, by the authorized official, project officials and/or employees of this grant, will result in a recommendation to the Accountability Court Funding Committee that the award be rescinded.

Initials \_\_\_\_\_

- 15. Each recipient must report the State Identification Numbers (SID) of all new participants admitted during each month. SID reports must be submitted monthly.

Initials \_\_\_\_\_

- 16. The program coordinator must conduct an unannounced visit to its treatment provider where he/she will observe the treatment session in its entirety at least quarterly.

Initials \_\_\_\_\_

- 17. Any court older than three (3) years must establish a planning group/steering committee, which must meet at a minimum of twice per year.

Initials \_\_\_\_\_

- 18. A minimum of 75% of all drug screens must be random.

Initials \_\_\_\_\_

- 19. Creatinine violations should be treated as a positive drug screen by the courts. While exceptions may occur, violations are subject to review by the funding committee and may affect future funding decisions.

Initials \_\_\_\_\_

Please be advised that failure to comply with any of the Special Conditions will result in material noncompliance with the Subgrant Agreement, thus subjecting the Subgrant Agreement to possible termination by the Criminal Justice Coordinating Council.

Typed name of

Authorized Official: \_\_\_\_\_ Title : \_\_\_\_\_

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

CRIMINAL JUSTICE COORDINATING COUNCIL  
SUBGRANT EXPENDITURE REPORT/REQUEST FOR FUNDS # 1  
FEDERAL GRANT #

EXPENDITURES FOR THE PERIOD OF \_\_\_\_\_ THRU \_\_\_\_\_ FINAL RPT? (Y/N) \_\_\_\_\_

SUBGRANTEE: Fayette County Board of Commissioners  
140 Stonewall Avenue  
Fayetteville, GA 30214

PROJECT NAME: Fayette State Court

PROJECT PERIOD: 07/01/15 to 06/30/16

	COMBINED FEDERAL & MATCH EXPENDITURES				
	APPROVED BUDGET	PREVIOUSLY APPROVED N/A THIS RPT	EXPENDITURES N/A THIS RPT	REMAINING BALANCE	EXPENDED THIS PERIOD
PERSONNEL	\$ 74,389	\$ 0	\$ 0	\$ 74,389	\$ _____
EQUIPMENT	0	0	0	0	_____
SUPPLIES	0	0	0	0	_____
TRAVEL	0	0	0	0	_____
PRINTING	0	0	0	0	_____
OTHER	0	0	0	0	_____
<b>TOTAL</b>	<b>\$ 74,389</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 74,389</b>	<b>\$ <span style="border: 1px solid black; display: inline-block; width: 50px; height: 15px;"></span></b>
FEDERAL	66,950	0	0	66,950	_____
MATCH	7,439	0	0	7,439	_____

EARNED PROJECT INCOME FOR THE PERIOD:  
FORFEITED \$ \_\_\_\_\_ OTHER \$ \_\_\_\_\_

EARNED PROJECT STATUS INCOME FOR THE PERIOD:  
EXPENDED \$ \_\_\_\_\_ UNEXPENDED \$ \_\_\_\_\_

CERTIFICATION: I certify that the above statements are accurate based on official records, that expenditures shown have been made for the purpose of, and in accordance with, applicable grant terms and conditions, and that appropriate supportive documentation relative to all expenditures is attached.

SUBGRANTEE OFFICIAL APPROVAL:

PREPARED BY: \_\_\_\_\_ OFFICIAL'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
PHONE NUMBER: \_\_\_\_\_ TYPED NAME & TITLE \_\_\_\_\_

FOR CRIMINAL JUSTICE COORDINATING COUNCIL USE ONLY

SUBGRANT #: A16-8-012 AMOUNT REQUESTED THIS REPORT: \_\_\_\_\_  
SUBGRANT AWARD: \$ 66,950 REVIEWED BY (INITIALS & DATE): \_\_\_\_\_  
REQUESTED TO DATE: \_\_\_\_\_ AUTHORIZED BY \_\_\_\_\_ DATE \_\_\_\_\_  
BALANCE: \_\_\_\_\_

\* Substantiated \_\_\_\_\_ Advanced \_\_\_\_\_

FOR ACCOUNTING USE ONLY						DISCOUNT	PO/AUTH	PAY DATE
Tif EI - Partial Order								
Tif ED - Schedule Pay Date								
DEPARTMENT	FUND SOURCE	PROJECT	PROGRAM	CLASS	ACCOUNT	INVOICE	AMOUNT	
4710606000	01	01	0630104	315	707002	A16-8-012E01		



FEDERAL GRANT #

ADJ REQUEST #: 1

REQUEST DATE: \_\_\_\_\_

SUBGRANTEE: Fayette County Board of Commissioners

SUBGRANT #: A16-8-012

PROJECT NAME: Fayette State Court

NATURE OF ADJUSTMENT: \_\_\_\_\_ REVISED BUDGET . . . . . Go To . . . . SECTION I  
 \_\_\_\_\_ PROJECT PERIOD AND/OR EXTENSION. Go To . . . . SECTION II  
 Mark all that apply. \_\_\_\_\_ PROJECT OFFICIALS/ADDRESSES. . . Go To . . . . SECTION III  
 \_\_\_\_\_ PROJECT PERSONNEL. . . . . Go To . . . . SECTION III  
 Adjustments of each type \_\_\_\_\_ GOALS AND OBJECTIVES . . . . . Go To . . . . SECTION III  
 shown should be entered \_\_\_\_\_ OTHER. . . . . Go To . . . . SECTION III  
 in the section indicated.

MUST BE JUSTIFIED AND EXPLAINED THOROUGHLY IN SECTION IV.

SECTION I. REQUEST FOR BUDGET CHANGE - JUSTIFY IN SECTION IV.

	CURRENT APPROVED	REVISIONS +/-	REVISED BUDGET
PERSONNEL	\$ 74,389	_____	_____
EQUIPMENT	0	_____	_____
SUPPLIES	0	_____	_____
TRAVEL	0	_____	_____
PRINTING	0	_____	_____
OTHER	0	_____	_____
TOTAL	\$ 74,389	_____	_____
Federal	\$ 66,950	_____	_____
Match	\$ 7,439	_____	_____

SECTION II. REQUEST FOR CHANGE IN PROJECT PERIOD - JUSTIFY IN SECTION IV.

CURRENT GRANT PERIOD	REQUESTED GRANT PERIOD	FOR EXTENSION,
Start Date: <u>07/01/15</u>	Start Date: _____	# OF MONTHS: _____
End Date: <u>06/30/16</u>	End Date: _____	

NOTE: The maximum extension request cannot exceed 12 months.

SECTION III. REQUESTS FOR REVISIONS TO PROJECT OFFICIALS/ADDRESSES, PROJECT PERSONNEL, GOALS AND OBJECTIVES, AND/OR OTHER NON-BUDGET, NON-PERIOD CHANGES (JUSTIFY IN SECTION IV.)

CRIMINAL JUSTICE COORDINATING COUNCIL  
SUBGRANT ADJUSTMENT REQUEST  
FEDERAL GRANT #

ADJ REQUEST #: 1

REQUEST DATE: \_\_\_\_\_

SUBGRANTEE: Fayette County Board of Commissioners

SUBGRANT #: A16-8-012

PROJECT NAME: Fayette State Court

**SECTION IV. JUSTIFICATION OF ALL REQUESTED ADJUSTMENTS, REVISIONS, AND/OR CHANGES**

All requested adjustments in Sections I, II & III (page 1) must be justified in detail in this Section. Include item costs, descriptions, equipment lists, detailed explanations, and any other information that would further clarify and support your request for adjustment. Attach additional pages as needed.

SUBMITTED BY: \_\_\_\_\_

Signature of Financial Officer or Project Director \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

CJCC ROUTING AND APPROVALS:

Approval

Disapproval

Reviewer Signature

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

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

COUNTY AGENDA REQUEST

Department: Water System

Presenter(s): Water System Director Lee Pope

Meeting Date: Thursday, August 13, 2015

Type of Request: Consent

Wording for the Agenda:

Approval of staff's recommendation to award Bid #961-B Annual Contract for Waterline Extensions for Fiscal Year 2016 to the low bidder Shockley Plumbing in an amount not to exceed \$579,362.50, and authorization for the County Manager to execute the contract and related documents.

Background/History/Details:

The Water System must respond to needs for emergency or other non-routine repairs, extensions, or similar work on the water distribution system. To go through a bid or price quote process each time would be inefficient and it would require customers to wait for unnecessary periods of time for services. To address this issue, the County enters into a contract for as-needed services each fiscal year. The previous contract with Shockley Plumbing expired on June 30, 2015. CH2M Hill and the Purchasing Department worked together to issue invitation to Bid #961-B to acquire Water Line Extension Services for Fiscal Year 2016. Notices of the opportunity were direct mailed to 19 vendors. Another 146 vendors were contacted through the web-based Georgia Procurement Registry. Additionally, invitations were extended via the Fayette News, the county's website, Georgia Local Government Access Marketplace, and Channel 23. Two vendors submitted bids on 78 items. Shockley Plumbing was the low bidder of the two. The other contractors did not respond for different reasons (already committed to too many jobs, logistics of having to be in the area for emergency response and hard to compete on price). This is a unit-price contract for work as required on a project-by-project basis.

What action are you seeking from the Board of Commissioners?

Approval of staff's recommendation to award an annual contract for waterline extensions for Fiscal Year 2016 to the low bidder Shockley Plumbing, in an amount not to exceed \$579,362.50 for aforementioned task, and authorization for the County Manager to execute the contract and related documents.

If this item requires funding, please describe:

Funds are budgeted in the Water System FY2016 CIP, 50541100-610507.

Has this request been considered within the past two years? Yes

If so, when? yearly

Is Audio-Visual Equipment Required for this Request?\* No

Backup Provided with Request? Yes

\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.

Approved by Finance Yes

Reviewed by Legal

Approved by Purchasing Yes

County Clerk's Approval Yes

Administrator's Approval

Staff Notes:

The \$579,362.50 award is based on the budgeted amount in Fiscal Year 2016. That breakdown is \$350,000 Annual Line extensions; \$100,000 Brooks Improvements; \$120,000 Lake Peachtree Line improvements; \$9,362.50 Meter Relocates.



# Fayette COUNTY

"WHERE QUALITY IS A LIFESTYLE"

**PURCHASING DEPARTMENT**  
330 BIRCHWALL AVENUE WEST, STE 204  
FAYETTEVILLE, GEORGIA 30214  
PHONE: 770-305-5420  
[www.fayettecountyga.gov](http://www.fayettecountyga.gov)

To: Steve Rapson  
From: Ted L. Burgess  
Date: August 13, 2015  
Subject: Invitation to Bid #961-B: Water Line Extensions for Fiscal Year 2016

The Water System must respond to needs for emergency or other non-routine repairs, extensions, or similar work on the water distribution system. To go through a bid or price quote process each time would be inefficient, and would require some customers to wait for unnecessary periods of time for services. To address this issue, the county enters into a contract for as-needed services each fiscal year. Since the work tends to be relatively small jobs on an as-needed basis, many of the larger contractors do not submit bids. It has been reported that, for over ten years, one or two vendors have bid each year.

CH2M Hill, as Water System Engineer of Record, and the Purchasing Department worked together to issue Invitation to Bid #961-B to acquire Water Line Extension Services for Fiscal Year 2016. Notices of the opportunity to be were emailed to 19 vendors. Another 146 were contacted through the web-based Georgia Procurement Registry. In addition, invitations were extended via the Fayette News, the county website, Georgia Local Government Access Marketplace ([www.glga.org](http://www.glga.org)), and Channel 23.

Two vendors submitted bids. Each vendor submitted bids on 78 items. Bids are compared in two ways:

- **Base Bid:** This is the sum of all items, multiplied by the estimated usage of each.
- **Weighted Bid:** Because the probability of being needed during any one year is not the same for all items, a 75% weight is given to the highest-priority items, while less-needed items are given a 25% weight. This results in bidders providing their best prices on the highest-priority items.

Bids were submitted as follows:

	<u>Base Bid</u>	<u>Weighted Bid</u>
Kemi Construction Company, Inc.	\$1,782,300.00	\$1,067,825.00
Shockley Plumbing	972,150.00	579,362.50

Shockley Plumbing was the low bidder. A display is attached that shows contracted prices for Fiscal Year 2014 and 2015, as well as the bid prices for Fiscal Year 2016.

The Water System recommends Shockley Plumbing for the Fiscal Year 2016 water line extensions contract, at the not-to-exceed amount of \$579,362.50 as follows:

Water Line Extensions	\$350,000.00
Brooks Distribution System	100,000.00
Lake Peachtree Raw Water Line	120,000.00
Water Meter Relocates	<u>9,362.50</u>
Total	<u>\$579,362.50</u>

Funds for the contract are budgeted as a Capital Improvement Project (CIP) in the Fiscal Year 2016 budget in Account #50541100-610507.

I support the Water System's recommendations.

Attachment

Water Line Extensions								
Unit Price Trends								
				Bid #961-B: FY 2016		Percent Change		
				Kemi	Shockley	Shockley		
				Constr.	Plumbing	2014-15	2015-16	
Item	Unit	FY 2014	FY 2015					
1	Mobilization - primary	Each	1,800.00	2,000.00	3,500.00	2,000.00	11%	0%
1A	Mobilization - secondary	Each	1,000.00	2,000.00	1,000.00	2,000.00	100%	0%
2	20" Dia class 300 DIP, complete	L.F.	110.00	100.00	175.00	95.00	-9%	-5%
3	16" Dia class 300 DIP, complete	L.F.	90.00	85.00	125.00	80.00	-6%	-6%
4	12" Dia class 300 DIP, complete	L.F.	38.00	38.00	120.00	45.00	0%	18%
5	10" Dia class 300 DIP, complete	L.F.	33.00	32.00	100.00	35.00	-3%	9%
6	8" Dia class 300 DIP, complete	L.F.	26.00	26.00	95.00	29.50	0%	13%
7	6" Dia class 300 DIP, complete	L.F.	21.00	19.00	65.00	25.50	-10%	34%
8	D.I. fittings, complete	Ton	7,000.00	7,000.00	5,000.00	7,000.00	0%	0%
9	Fire hydrant assembly	Each	3,000.00	2,900.00	5,000.00	3,000.00	-3%	3%
10	30" dia steel casing & 20" dia carrier pipe w/ casing spacers							
10A	Bore and jack	L.F.	325.00	340.00	750.00	370.00	5%	9%
10B	Placed in open trench	L.F.	250.00	250.00	500.00	290.00	0%	16%
11	24" Dia steel casing & 16" dia carrier pipe w/casing spacers							
11A	Bore and jack	L.F.	260.00	280.00	650.00	300.00	8%	7%
11B	Placed in open trench	L.F.	190.00	200.00	450.00	240.00	5%	20%
12	18" Dia steel casing & 12" dia carrier pipe w/casing spacers							
12A	Bore and jack	L.F.	220.00	230.00	375.00	260.00	5%	13%
12B	Placed in open trench	L.F.	150.00	160.00	270.00	180.00	7%	13%
13	16" Dia steel casing & 10" dia carrier pipe w/casing spacers							
13A	Bore and jack	L.F.	210.00	220.00	375.00	230.00	5%	5%
13B	Placed in open trench	L.F.	150.00	160.00	270.00	170.00	7%	6%
14	14" Dia steel casing & 8" dia carrier pipe w/casing spacers							
14A	Bore and jack	L.F.	190.00	200.00	350.00	200.00	5%	0%
14B	Placed in open trench	L.F.	140.00	140.00	200.00	140.00	0%	0%
15	10" Dia steel casing & 6" dia carrier pipe w/casing spacers							
15A	Bore and jack	L.F.	170.00	160.00	250.00	190.00	-6%	19%
15B	Placed in open trench	L.F.	120.00	110.00	175.00	140.00	-8%	27%
16	2" ARV for 20" pipe	Each	1,100.00	1,000.00	5,500.00	1,000.00	-9%	0%
17	2" ARV for 16" pipe	Each	1,100.00	1,000.00	5,500.00	1,000.00	-9%	0%
18	2" ARV for 12" pipe	Each	1,000.00	1,000.00	5,500.00	1,000.00	0%	0%
19	2" ARV for 10" pipe	Each	1,000.00	1,000.00	5,500.00	1,000.00	0%	0%
20	Freebore for 20" dia pipe w/o casing, complete	L.F.	60.00	100.00	200.00	100.00	67%	0%
21	Freebore for 16" dia pipe w/o casing, complete	L.F.	60.00	100.00	200.00	100.00	67%	0%
22	Freebore for 12" dia pipe w/o casing, complete	L.F.	60.00	60.00	200.00	100.00	0%	67%
23	Freebore for 10" dia pipe w/o casing, complete	L.F.	60.00	60.00	200.00	80.00	0%	33%
24	Freebore for 8" dia pipe w/o casing, complete	L.F.	50.00	60.00	200.00	80.00	20%	33%

				Bid #961-B: FY 2016		Percent Change		
				Kemi	Shockley	Shockley		
Item	Unit	FY 2014	FY 2015	Constr.	Plumbing	2014-15	2015-16	
25	Freebore for 6" dia pipe w/o casing, complete	L.F.	50.00	60.00	175.00	60.00	20%	0%
26	20" dia BFV w/box & valve marker, complete	Each	Note 2*	12,000.00	6,500.00	12,000.00	N/A	0%
27	16" dia BFV w/box & valve marker, complete	Each	2,200.00	6,000.00	5,800.00	6,000.00	173%	0%
28	12" dia BFV w/box & valve marker, complete	Each	1,400.00	2,000.00	5,000.00	2,250.00	43%	13%
29	10" dia BFV w/box & valve marker, complete	Each	1,400.00	1,700.00	4,800.00	2,000.00	21%	18%
30	8" dia BFV w/box & valve marker, complete	Each	1,200.00	1,200.00	3,500.00	1,200.00	0%	0%
31	6" Dia gate valve w/ box & valver marker, complete	Each	900.00	900.00	2,000.00	1,000.00	0%	11%
32	Clearing, complete	Acre	1,700.00	1,400.00	10,000.00	1,400.00	-18%	0%
33	Pavement repair	S.Y.	40.00	40.00	70.00	40.00	0%	0%
34	Trench rock excavation, complete	C.Y	100.00	100.00	30.00	105.00	0%	5%
35	Unsuitable materials, complete	C.Y	5.00	20.00	30.00	17.00	300%	-15%
36	3/4" short side SVC tie in	Each	380.00	400.00	650.00	500.00	5%	25%
37	3/4" long side SVC, complete	Each	650.00	700.00	850.00	800.00	8%	14%
38	1" dia short side SVC, complete	Each	480.00	550.00	850.00	650.00	15%	18%
39	1" dia long side SVC, complete	Each	750.00	900.00	975.00	1,000.00	20%	11%
40	2" short side SVC, complete	Each	2,000.00	2,000.00	1,000.00	1,500.00	0%	-25%
41	2" long side SVC, complete	Each	2,400.00	3,000.00	1,500.00	3,000.00	25%	0%
42A	Grassing, complete	Acre	2,500.00	3,500.00	5,000.00	5,000.00	40%	43%
42B	Sod replacement, complete	S.F.	1.00	1.50	2.00	1.75	50%	17%
43	Silt fence, complete	L.F.	2.00	3.00	4.00	3.00	50%	0%
44	Ditch check, complete	Each	50.00	50.00	15.00	100.00	0%	100%
45	Rip-rap, Ga DOT Type III	Ton	20.00	25.00	50.00	28.00	25%	12%
46	Mulch mat, complete	S.Y.	1.50	1.75	1.00	2.00	17%	14%
47	Concrete encasement, complete	C.Y	50.00	50.00	250.00	50.00	0%	0%
48	Concrete thrust blocking, complete	C.Y	150.00	160.00	250.00	160.00	7%	0%
49	Omitted		N/A	N/A	N/A	N/A	N/A	N/A
50	Omitted		N/A	N/A	N/A	N/A	N/A	N/A
51	Omitted		N/A	N/A	N/A	N/A	N/A	N/A
52	20"x10" wet tap, complete	Each	5,000.00	6,000.00	12,000.00	8,000.00	20%	33%
53	20"x8" wet tap, complete	Each	5,000.00	6,000.00	11,000.00	8,000.00	20%	33%
54	20"x6" wet tap, complete	Each	4,000.00	3,000.00	10,500.00	6,000.00	-25%	100%
55	Omitted		N/A	N/A	N/A	N/A	N/A	N/A
56	Omitted		N/A	N/A	N/A	N/A	N/A	N/A
57	16"x10" wet tap, complete	Each	4,000.00	6,000.00	10,000.00	7,000.00	50%	17%
58	16"x8" wet tap, complete	Each	3,500.00	5,000.00	9,800.00	6,000.00	43%	20%
59	16"x16" wet tap, complete	Each	3,500.00	2,500.00	9,500.00	5,000.00	-29%	100%
60	Omitted		N/A	N/A	N/A	N/A	N/A	N/A
61	12"x10" wet tap, complete	Each	2,500.00	3,000.00	9,000.00	3,000.00	20%	0%
62	12"x8" wet tap, complete	Each	2,000.00	2,000.00	7,000.00	3,000.00	0%	50%
63	12"x6" wet tap, complete	Each	1,500.00	1,000.00	6,000.00	2,000.00	-33%	100%
64	10"x10" wet tap, complete	Each	2,500.00	2,000.00	5,500.00	2,500.00	-20%	25%

				Bid #961-B: FY 2016		Percent Change		
				Kemi	Shockley	Shockley		
Item	Unit	FY 2014	FY 2015	Constr.	Plumbing	2014-15	2015-16	
65	10"x8" weat tap, complete	Each	2,000.00	2,000.00	5,000.00	2,500.00	0%	25%
66	10"x6" wet tap, complete	Each	1,500.00	1,000.00	4,500.00	2,000.00	-33%	100%
67	8"x8" wet tap, complete	Each	1,800.00	2,000.00	4,500.00	2,500.00	11%	25%
68	8"x6" wet tap, complete	Each	1,500.00	1,500.00	3,500.00	2,000.00	0%	33%
69	6"x6" wet tap, complete	Each	1,000.00	1,000.00	3,500.00	2,000.00	0%	100%
70	Stabiliz. stone or crusher run for gravel dway repair	Ton	25.00	25.00	25.00	30.00	0%	20%
71	Repair existing waterline w/owner-provided matls							
71A	Trackhoe	Hour	85.00	105.00	90.00	105.00	24%	0%
71B	Rubber-tire backhoe	Hour	65.00	85.00	70.00	95.00	31%	12%
71C	5-man crew	Hour	145.00	165.00	250.00	200.00	14%	21%
71D	3-man crew	Hour	90.00	99.00	175.00	120.00	10%	21%
72	3/4" short side SVC tie into existing waterline	Each	500.00	500.00	750.00	600.00	0%	20%
73	3/4" long side SVC tie into existing waterline	Each	700.00	700.00	850.00	800.00	0%	14%
74	1" short side SVC tie into existing waterline	Each	500.00	600.00	950.00	700.00	20%	17%
75	1" long side SVC tie into existing waterline	Each	700.00	800.00	1,100.00	900.00	14%	13%
76	Overdepth trench excavation, backfill & compact							
76A	6'-8' trench depth	L.F.	1.00	1.00	5.00	1.00	0%	0%
76B	8'-10' trench depth	L.F.	3.00	3.00	10.00	3.00	0%	0%
76C	10'-12' trench depth	L.F.	4.00	4.00	10.00	4.00	0%	0%
76D	12'-14' trench depth	L.F.	5.00	5.00	10.00	5.00	0%	0%
77	Payment & performance bonds		9,000.00	14,000.00	10,000.00	10,000.00	56%	-29%
*NOTES:								
1) Items highlighted in blue are "high priority" items; that is, items that tend to have a higher probability of being used in any one year.								
2: This item was changed from the previously used item, so prices are not comparable.								



**BOARD OF COUNTY COMMISSIONERS**

Charles W. Oddo, Chairman  
Vacant, Vice Chair  
David Barlow  
Steve Brown  
Randy Ognio

**FAYETTE COUNTY, GEORGIA**

Steve Rapson, County Administrator  
Patrick Stough, Assistant County Attorney  
Floyd L. Jones, County Clerk  
Tameca P. White, Chief Deputy County Clerk



140 Stonewall Avenue West  
Public Meeting Room  
Fayetteville, GA 30214

**MINUTES**

July 23, 2015  
7:00 p.m.

---

**Call to Order**

Chairman Oddo called the July 23, 2015 Board of County Commissioners meeting to order at 7:01 p.m.

**Invocation by Commissioner Randy Ognio**

Commissioner Ognio asked Associate Pastor Al Meade of New Hope Baptist Church to offer the Invocation. Pastor Meade offered the Invocation.

**Pledge of Allegiance**

Chairman Oddo led the Board and audience in the Pledge of Allegiance.

**Acceptance of Agenda**

Commissioner Brown moved to accept the Agenda. Commissioners Barlow and Ognio seconded the motion. No discussion followed. The motion passed 4-0.

**PROCLAMATION/RECOGNITION:**

**1) Recognition of Dr. William M. Strain, M.D. for his 24 years of service on the Fayette County Board of Health.**

Commissioner Barlow and the Fayette County Board of Health recognized Dr. Strain for his service. A copy of the request, identified as "Attachment 1," follows these minutes and is made an official part hereof.

**2) Recognition of McIntosh Trail Community Service Board and its opening of the new Pine Woods Behavioral Health Crisis Center.**

Commissioner Barlow and the Board recognized McIntosh Trail Community Service Board and its opening the new Pine Woods Behavioral Health Crisis Center. A copy of the request, identified as "Attachment 2," follows these minutes and is made an official part hereof.

3) **Recognition of the Fayette County's Water System and the 911 Communications Department that were instrumental in the Insurance Services Office (ISO) awarding the City of Peachtree City its new Class 1 Public Protection Classification.**

Peachtree City Fire Chief Joe O'Connor recognized Fayette County's Board of Commissioners, Water System and 911 Communications Department, on behalf of the Mayor and citizens of Peachtree City, for being instrumental in the Insurance Services Office awarding the City of Peachtree City its new Class 1 Public Protection Classification. A copy of the request, identified as "Attachment 3," follows these minutes and is made an official part hereof.

**PUBLIC HEARING:**

Community Development Director Pete Frisina read the *Introduction to Public Hearings* into the record. A copy of *Introduction to Public Hearings*, identified as "Attachment 4," follows these minutes and is made an official part hereof.

4) **Public Hearing of Petition No. 1247-15, Askey Estate, Owner, and George Tchavkov, Agent, request to rezone 1.96 acres from A-R to R-70 for Single-Family Residential with said property being located in Land Lot 57 of the 7<sup>th</sup> District and fronting on Flat Creek Trail, with one (1) condition.**

Community Development Director Pete Frisina stated that both staff and the Planning Commission unanimously approved the petition with one condition.

Ms. Tchavkov briefed the Board on the petition. No one else spoke in favor of or in opposition to Petition 1247-15.

**Frank Gardner:** Mr. Gardner stated he neither supported nor opposed the petition, but he questioned why the Board was allowing one-acre zoned properties. He also spoke about the size of Fayette County's Zoning Ordinance and he concluded that if a person wrote their petition correctly they could be rezoned for anything. He asked the Board to reconsider the Zoning Ordinances.

Commissioner Brown asked Ms. Tchavkov what the intent of the owner was with the existing structure, and Ms. Tchavkov stated that the owner intended to remove the existing structure.

Commissioner Barlow moved to approve Petition No. 1247-15, Askey Estate, Owner, and George Tchavkov, Agent, request to rezone 1.96 acres from A-R to R-70 for Single-Family Residential with said property being located in Land Lot 57 of the 7<sup>th</sup> District and fronting on Flat Creek Trail, with one (1) condition. Commissioner Ognio seconded the motion.

Commissioner Brown pointed out that the lot is currently 1.96 A-R non-conforming that the applicant wants to rezone to R-70 so it was still non-conforming, and he asked if the applicant would ask for a variance. Mr. Frisina replied that the ordinance allows the county to rezone non-conforming lots, especially if non-conformance is due to county action. He explained that the property was non-conforming prior to the county taking action and he said this petition would bring the property as near as possible to conformance. Mr. Frisina explained that in 1980 the county was entirely rezoned and that A-R Zoning with five-acre lots was instituted at that time. He said the subject property, at that time, was only three acres so it was considered a legal, grandfathered, non-conforming A-R lot. Mr. Frisina stated that the play equipment would be placed within the new setbacks as long as they remove the existing structure.

Chairman Oddo asked Ms. Tchavkov if the applicant would agree to the one stated condition and Ms. Tchavkov replied that the applicant agreed to abide by the condition.

The motion to approve Petition No. 1247-15, Askey Estate, Owner, and George Tchavkov, Agent, request to rezone 1.96 acres from A-R to R-70 for Single-Family Residential with said property being located in Land Lot 57 of the 7<sup>th</sup> District and fronting on Flat Creek Trail, with one (1) condition passed 4-0. Copies of the request, Ordinance 1247-15, and Resolution 1247-15, identified as "Attachment 5," follow these minutes and are made an official part hereof.

5) **Public Hearing of Petition No. 1248-15, Max Fuller, Owner, and John P. Knight, Jr. Agent, request to rezone 10.56 acres from A-R to R-75 to develop a Single-Family Residential Subdivision with said property being located in Land Lot 87 of the 5<sup>th</sup> District and fronting on South Jeff Davis Drive.**

Community Development Director Pete Frisina introduced Petition No. 1248-15 to the Board. He stated that both the staff and the Planning Commission recommended approval. He said it was an existing minor subdivision plat so the property has to be rezoned and then permission has to be given to add two lots.

**Chad Hayes:** Mr. Hayes, representing the applicant, provided a letter to the Board providing additional information on the request. He stated that the letter included a concept plan for four lots on two-acres each. He stated that the houses would be roughly 3,000 to 4,000 square feet and it would be a very nice development.

Chairman Brown asked if there was a way to have a main entrance to the four lots instead of four curb cuts. Mr. Frisina replied that there were only a certain number of situations where a curb cut could share two lots and he said the request met the site distance requirements. Mr. Hayes concluded stated that this request was consistent with the comprehensive Land Use Plan for the area.

No one spoke in favor of the petition.

**Frank Love:** Mr. Love, developer of Jeff Davis Plantation, spoke in opposition to Petition No. 1248-15. He asked for certain restrictions to be applied and put into official record, namely, that the subdivision abide by the same covenants governing Jeff Davis Plantation. He stated that there is a hill on the road that presents safety issues, although the current request somewhat mitigated that concern. Mr. Love added that removing the trees from the subject property would create mud and runoff that would affect nearby residents who live downstream, and he asked that the trees be kept to provide a buffer. Mr. Love concluded that he hoped the Board would keep the subject property as two five-acre lots.

**Matthew Bennett:** Mr. Bennett spoke in opposition to Petition 1248-15 saying his main concern is safety in the area. He stated that allowing four lots in the subject location would be unsafe. He stated that he lives in the area and that over the past year there have been four significant car accidents outside of his subdivision. He suggested that adding four additional houses would increase the number of accidents since it involves a curve, limited sights, speeders and other factors. He said he favored development but that it needed to be done safely.

**Jacqueline Bennett:** Mrs. Bennett spoke in opposition to Petition No. 1248-15. She stated that at the August 28, 2014 meeting, the land owner proposed building eight homes on the subject property, but the proposal was not approved due to safety concerns. She said that a week after that meeting there was a three car accident in that area and, following that accident, there have been three additional accidents. She stated that she is not opposed to two homes being built into the area, but she was concerned about the runoff created by the additional homes that would affect her property.

**Ed Christian:** Mr. Christian spoke in opposition to Petition No. 1248-15. Mr. Christian said he lives across the street from the subject property, and he said the area was far more dangerous than most people realize since drivers are constantly speeding on the South Jeff Davis. He said these lots would be the first A-R lots on South Jeff Davis and he hoped a curb cut would be required to help people get in and out of their homes.

County Administrator Steve Rapson clarified that the Planning Commission's minutes reflected that Mr. Knight was open to limiting the curb cuts to two curb cuts. Commissioner Brown pointed out that the two curb cuts were not a condition recommended by the Planning Commission, and Mr. Rapson agreed with Commissioner Brown.

**Jay Knight:** Mr. Knight rebutted those in the opposition saying his business would not build the homes if they created dangerous conditions. He said he did not doubt that there was a concern with the hill since he had driven the hill, so he was not opposed to limiting the curb cuts so long as Public Works Director Phil Mallon gave direction on the curb cuts. He stated that he was willing to provide a 50-foot non-disturb buffer between the properties although it would not alleviate the concerns with runoff. He said he would only remove the amount of trees necessary to build the homes and install the septic systems. He closed speaking about the quality of the homes and agreeing to record the same minimal standards as those for Jeff Davis Plantation.

Commissioner Brown moved to deny Petition No. 1248-15, Max Fuller, Owner, and John P. Knight, Jr. Agent, request to rezone 10.56 acres from A-R to R-75 to develop a Single-Family Residential Subdivision with said property being located in Land Lot 87 of the 5<sup>th</sup> District and fronting on South Jeff Davis Drive. Commissioner Ognio seconded the motion.

Commissioner Brown said the request was much better than last year's request but that he was worried about several things including the possibility of four curb cuts that create a safety concern. He was concerned about the topography of the area since the neighbors are already being impacted by runoff so he was worried about how the new development of impervious surfaces would impact the properties downstream. He appreciated Mr. Knight offering to build buffers but he was not sure if it was enough to satisfy the downstream concerns.

Commissioner Barlow asked Mr. Mallon to address the Board on this request. Mr. Mallon stated that the best solution would be to take the option proposed by Mr. Knight to use a shared driveway for two lots. He said the advantage is that it would double the road frontage and he felt confident that by using a shared driveway the sight distance requirements would be exceeded. He asked for the flexibility to work with the developer to have one driveway to serve two adjacent lots. Mr. Mallon and Mr. Knight then answered questions from the Board about how practical shared driveways are between neighbors.

Mr. Rapson suggested that the Board should table the petition so staff could get with the applicant and address the issues that have been addressed.

Commissioner Brown modified his motion to table Petition No. 1248-15 to the August 27, 2015 Board of Commissioners meeting. Commissioner Barlow seconded the modified motion. No discussion followed. The motion passed 4-0.

Commissioner Brown stated that the decision was no reflection on the quality of the houses but only on the safety concerns. Mr. Rapson asked the people to email him with other concerns that were not addressed and he would provide them to Mr. Mallon for review. A copy of the request, identified as "Attachment 6," follows these minutes and is made an official part hereof.

**6) Public Hearing of Petition No. RP-056-15, Max Fuller, Owner, and John P. Knight, Jr. Agent request to add two (2) lots to the Minor Subdivision Plat for Max Fuller with said property being located in Land Lot 87 of the 5<sup>th</sup> District and fronting on South Jeff Davis Drive.**

Commissioner Ognio moved to table Petition No. RP-056-15, Max Fuller, Owner, and John P. Knight, Jr. Agent request to add two (2) lots to the Minor Subdivision Plat for Max Fuller with said property being located in Land Lot 87 of the 5<sup>th</sup> District and fronting on South Jeff Davis Drive to the August 27, 2015 Board of Commissioners meeting. Commissioner Barlow seconded the motion. No discussion followed. The motion passed 4-0. A copy of the request, identified as "Attachment 7," follows these minutes and is made an official part hereof.

**CONSENT AGENDA:**

Commissioner Brown moved to approve the Consent Agenda. Commissioner Barlow seconded the motion. No discussion followed. The motion passed 4-0.

- 7) **Approval of staff's recommendation to approve a Change Order with Southeastern Pressure Grouting, Inc. in the amount of \$28,000.00 for additional grout-fill of the Lake Peachtree Spillway, and authorization for the County Administrator to sign the Change Order and any related documents. Copies of the request and Change Order, identified as "Attachment 8," follow these minutes and are made an official part hereof.**
- 8) **Approval of the July 9, 2015 Board of Commissioners Meeting Minutes and the July 15, 2015 Board of Commissioners Special Called Meeting Minutes.**

**OLD BUSINESS:**

There were no Old Business items on the Agenda.

**NEW BUSINESS:**

- 9) **Consideration of the Selection Committee's recommendation to appoint Mr. John H. Culbreth, Sr. to Fayette County's Planning Commission to fill an unexpired term that will begin immediately and will expire on December 31, 2016.**

Chairman Oddo and Commissioner Ognio commended Mr. Culbreth and spoke highly of his qualifications for the position.

Chairman Oddo moved to approve the Selection Committee's recommendation to appoint Mr. John H. Culbreth, Sr. to Fayette County's Planning Commission to fill an unexpired term that will begin immediately and will expire on December 31, 2016. Commissioner Barlow seconded the motion. No discussion followed. The motion passed 4-0. A copy of the request, identified as "Attachment 9," follows these minutes and is made an official part hereof.

- 10) **Consideration of Resolution 2015-11 requesting that the Georgia Department of Transportation cease the widening project for McDonough Road and State Route 54 East.**

Commissioner Brown read Resolution 2015-11 into the record. He stated that there was early feedback on this topic saying he was trying to take money from one side of the county and "throw it into another part of Fulton County," but he clarified that he had no problem with wherever the money goes so long as it goes to a project that benefits the commute and traffic levels for Fayette's citizens. Commissioner Brown had a map displayed before explaining that there has always been "clamoring" to create an outer loop. He said the outer loop is cost prohibitive since buying right-of-way will cost billions of dollars. He said the alternative was to take existing state routes that could be widened and made into a "super state route" that is faster and carries more traffic as an alternative to the proposed outer loop. He pointed out that super state route project currently terminates in downtown Fayetteville just outside Fayette County's Administrative Complex. He said the reason it ends in downtown Fayetteville is because there is no way to add capacity to State Route 54 since it is surrounded by historic buildings, a church, and a bank. He explained that there would be a massive instrument that would move traffic around Atlanta only to have it pile up in downtown Fayetteville, which would be "incredibly detrimental to Fayette County." Commissioner Brown stated that the "Regional Government" already acknowledges that there is a problem expanding capacity on State Routes 54 and 85, but he added that "the last thing anyone needs is to increase the capacity that would increase the traffic volume while exasperating the current problem." Commissioner Brown stated that increased traffic would negatively impact local businesses by making it impossible to commuters get to stores; negatively impacting the County's sales tax revenues. He commented that the Georgia Department of Transportation's (GDOT's) project would create multi-

faceted problems for Fayette County. Commissioner Brown stated that GDOT has already begun this project in sections albeit with another name. Commissioner Brown emphasized that traffic volume meets capacity. He stated that there is neighboring GDOT District that is piloting this project and wants it "really bad." He stated that, as one who has gone to GDOT and solicited for funds, it is an absolute battle to get funding, and he concluded that funds are not easily provided for the goodwill and prosperity of Fayette County.

Chairman Oddo replied that he understood Commissioner Brown's desire to maintain the county and its quality of life. He stated the County is already "choking" and has been choking on State Route 54 and McDonough Road. He explained that the rule-of-thumb is when the traffic count exceeds 12,000 cars per day it is to start considering four-laning the road, and he added that the roads began exceeding 12,000 cars a day approximately 25 years ago. Chairman Oddo countered the resolution's claim that GDOT had taken the project out of the control of Fayette County's GDOT District 3 and assigned the project to a neighboring GDOT district by saying he met with GDOT and learned that Fayette County was not abandoned by any district. Chairman Oddo asked how it was determined that there was no citizen demand for the widening of the roads since he was unaware of what survey or data supported that claim and since the people he had spoken with want to see the roads widened. He asked if Commissioner Brown had consulted with other commissioners, mayors, councils, other elected officials, or engineers for their input. Commissioner Oddo stated that both of the projects have been identified as necessary in the County's Transportation Plan since at least 2003; meaning there was previous agreement that work needs to be done. He stated that there are 30,000 to 35,000 people who use the roads and may want to see the road widened. Commissioner Oddo stated that the roads have to be addressed and he acknowledged that there would be an impact. He stated that the budget includes \$100,000.00 to address the impact for the Fayette County Water System. Chairman Oddo reported that his last conversation with GDOT indicated that the State was aware of the problems facing Fayette County, but that GDOT is not far enough along in the process to discuss mitigating the problems. Chairman Oddo stated that State Route 54 and McDonough Road were not being built in a vacuum since there are plans on the books to build the East Fayetteville Bypass, which is intended to reduce traffic in downtown Fayetteville. He stated that there would be mitigating roads and the County has to look and plan for the future, which includes its road system. Chairman Oddo added that the County has zoning requirements to maintain the look and feel of the County, and that it is up to the Board of Commissioners to make sure that the zoning governs what the county looks like. He suggested that preventing efficient control of traffic through Fayette County would stifle the County and drive people away, and he added that the answer is not to stifle traffic but figure out how to make it flow efficiently. Chairman Oddo mentioned that the COLA was removed from the recently approved budget on the premise that there may be unknown expenses. He said at the July 9, 2015 Board of Commissioners meeting, the County had the ability to fund a roundabout instead of a tunnel and in doing so save approximately \$750,000.00 that could have been used to mitigate other traffic problems in the County. He stated that now the Board is faced with asking the state to stop work on two major thoroughfares, at the tune of approximately \$60 million dollars based on estimated numbers provided by the state, and, should that happen, the State of Georgia might take the funds out of the Fayette County altogether. He stated that everyone was paying taxes and, given the current process, this is the way to get the tax money back while alleviating Fayette County's traffic. He concluded that he did not see a reason to support Resolution 2015-11.

Commissioner Barlow asked Public Works Director a series of questions concerning his professional employment with Fayette County, his working relationship with GDOT, if he had ever seen GDOT refused to bring large projects into a county, and, if it was his sole decision, would he support GDOT's widening projects. Mr. Mallon answered the questions, stated that he could not recall a time in his almost ten years of experience with GDOT that a large project was refused by a County, and replied that he personally thought both projects were in the best interest of Fayette County.

Commissioner Brown asked Mr. Mallon if GDOT solicits local opinion and will avoid doing a project if the local jurisdiction is not in favor of it. He also asked if McDonough Road was owned by Fayette County or a state route. He also asked for the purpose of the East Fayetteville Bypass. Mr. Mallon replied that GDOT does solicit local opinion with a goal to have all parties support the project, that McDonough Road was a temporary state route although he had heard rumors it would be made a permanent state route, and that the East Fayetteville Bypass was intended to provide north-south connectivity in Fayette County. Commissioner Brown acknowledged that the East Fayetteville Bypass would capture some traffic on McDonough

Road but that the remaining traffic would come into downtown Fayetteville and that there is no ability to widen any of the infrastructures in the downtown area. Mr. Mallon suggested that there were other options to improve capacity around downtown Fayetteville, but Chairman Brown replied that he had studied the issue for twenty years and not found an option that works. Mr. Mallon stated that downtown Fayetteville will be overwhelmed whether or not the widening project occurs, and he added that if the widening project was rejected then the Board would guarantee three problems; namely, State Route 54, McDonough Road, and downtown Fayetteville, instead of only one problem in downtown Fayetteville. Commissioner Brown asked if traffic volume follows capacity on state route and Mr. Mallon replied that it did. Commissioner Brown spoke about how capacity was increased on Jimmy Carter Boulevard, Memorial Drive, and Barrett Parkway, how traffic volume increased on each of those roads, and of the detrimental results that occurred along those roads. He repeated that traffic volume always follows capacity and that from what he knows and has seen he would not expand State Route 54 or McDonough Road since the results would be "disastrous."

Commissioner Ognio stated that it is the wrong time to widen State Route 54 and McDonough Road, but that it would be nice to have GDOT help with constructing the bypass around Fayetteville instead of making traffic come through the downtown. He added that he was concerned that GDOT came to the Board of Commissioners on September 26, 2013 where discussion was had about what the financial impacts to Fayette County would be if the roads were widened, and yet GDOT had not yet replied to the County about its concerns. He said he did not want to wait for GDOT to start the widening projects before they addressed those concerns. Commissioner Ognio then spoke about the difficulties citizens would have leaving McCurry Park since the widening project would force everyone to make right hand turns towards Clayton County. He agreed with Commissioner Brown's assessment that downtown Fayetteville would take the brunt of the widening project and that it would be a disaster. He concluded that there needed to be a lot of traffic planning in order to address the county's roads and how to mitigate traffic in downtown Fayetteville and at the intersection of State Routes 54 and 74.

Commissioner Brown moved to approve Resolution 2015-11. Commissioner Ognio seconded the motion.

**Carolene Thames:** Ms. Thames, a resident along McDonough Road, spoke about the increasing traffic volume on McDonough Road and the danger it presents. She stated that McDonough Road needs to be four-laned. She stated that people were already coming into Fayette County via McDonough Road and she asked the Board to help the residents with safety on the road. She stated that the East Fayetteville Bypass would come through her property and she did not want it through her property. She closed asking the Board to not approve Resolution 2015-11.

**Warren Oddo:** Mr. Oddo stated that his Atlanta office is surrounded by traffic so he knows what it is. He suggested that "super state route" project could be looked at differently since he saw the "green line" as starting in Fayette County and not necessarily ending in Fayette County while providing easy access to many areas around Atlanta. He suggested if things are looked at from a different perspective then it may be seen differently.

**Ronald Braley:** Mr. Braley said he lives in Tomoro Estates. He said he heard that the plans were to make McDonough Road a freeway with paved paths for bikes and pedestrians. He spoke about the problems that would be experienced in his subdivision by widening McDonough Road, and he suggested that the widening project would involve removing some homes in his neighborhood. He said he did not think it was worth it to widen McDonough Road, that the traffic was not that bad, and that there were other ways to mitigate traffic.

**George Wingate:** Mr. Wingate stated that he lives in a house that Mr. Braley indicated would be taken. He said he understood the traffic concerns and the congestion problem. He agreed that capacity brings traffic volume but that it would also bring crime into the area. He said his biggest concern was what happened when people moved from Atlanta to College Park and now the roads would be opened to bring the same elements into Fayette County. He said the bad elements would cause a referendum to bring in public bussing in Fayette County. He concluded that it did not make since to widen the road and that there had to be another solution to the problem.

**Aaron Wright:** Mr. Wright thanked the Board for the wisdom he had heard in the discussion. He pointed out that the widening of McDonough Road was part of the TSPLOST initiative that was voted down in 2012. He also pointed out that Mr. Jeremy Busby, the Project Manager of the GDOT in charge of the widening project, had stated that public opinion on the widening of McDonough Road, in this manner and at this time, was opposed by people on a more than 2-to-1 basis.

**Angela Bean:** Ms. Bean thanked the Board for all the thought on all sides of the issue. She said she has lived in Fayetteville for 32 years and traveled all the major roads in Fayette County, but that McDonough Road never “hit her radar” as a road where she wished someone would do something about the traffic on the road. She stated that the downtown Fayetteville intersection receives constant complaints, and she appreciated Commissioner Brown and Commissioner Ognio for pointing out that the extra widening of McDonough Road would increase commuter traffic. She reminded the Board that the citizens recently learned that they would have to put up with two or three years of road construction for construction of two roundabouts on State Route 92, not to mention another roundabout project for Hood Avenue. She suggested that the widening of Highway 54 and McDonough Road during the same timeframe as the other construction projects seemed overwhelming and too much for the commuters in the community. She appreciated Commissioner Ognio's suggestion to postpone the project since it was not needed in Fayette County at this time. She concluded that she was concerned about McCurry Park and the relocation of waterlines associated with the widening projects and stated she would support Resolution 2015-11 as written.

Chairman Oddo said he recently met with GDOT who asked for a Board-approved list of items that need to be mitigated, and he reported that GDOT is still working on potential issues and has asked for Fayette County's input. He added that capacity on the roads will continue to increase, regardless of what Fayette County does, because Georgia is a growing state. He agreed that the widening projects would alleviate two problems, and he pointed out that the County cannot widen state roads and it does not have the necessary funding. He stated that the roads would be nice and would add to the character of Fayette County. He concluded that he did not see a reason to withdraw support of the widening projects and repeated that Fayette County has the authority to control its appearance through its zoning ordinances.

Commissioner Brown replied that the September 26, 2013 Minutes showed 2-to-1 opposition to widening State Route 54 and McDonough Road. He reminded the Board that GDOT Board Member Dana Lemon and Project Manager Jeremy Busby were present at the meeting and heard the Board's concerns, but they had not addressed those concerns. Commissioner Brown spoke about the difficulties the Public Works Department would have turning left onto McDonough Road or making U-turns on a median highway with a large truck towing heavy machinery. He asked who would pay for the Water System's parking lot, and he suggested that there would be “anarchy” once the citizens who utilize McCurry Park and are “blissfully ignorant” of the situation find access is cut off from the park. Commissioner Brown commended the City of Milton for fighting its look and feel that has resulted in the highest property values in northern Fulton County, and he hoped Fayette County would continue to fight as well. He then spoke about how much money was spent widening State Route 54 to solve Peachtree City's traffic problems, but how it resulted in Coweta County building big-box stores and a theater across the county line. He also spoke about the increased traffic in Peachtree City and how the promise of increasing capacity would solve traffic problems was not panning out. He encouraged everyone to think long-term since increasing capacity would not solve traffic problems. He closed by addressing Ms. Thames and saying the East Fayetteville Bypass was going to happen since traffic coming from other counties would have to be routed out.

Chairman Oddo repeated that GDOT asked for a Board-approved list and they know they have to work with the County on it. He said there are safety issues involved and that Fayette County cannot stop people from moving to the area. He said the County needed to manage the growth with a road system that can handle the growth. Commissioner Brown replied that leverage at the state and regional governments is everything. He said if the widening project occurs and then there are problems there would be no leverage or incentive for the state to do anything. He said the County's leverage was that GDOT needs the projects and to get the projects GDOT needs to do something to mitigate the circumstances. He reiterated that a list was provided to GDOT in 2013 and GDOT has done nothing with it. Chairman Oddo responded that GDOT is not at the



point where they can address the issues and that GDOT does not even know where the road will specifically be. Chairman Oddo stated it was only an opinion that GDOT has done nothing, but that GDOT is saying they are doing something. Commissioner Brown stated that the path for the roadway was discussed in a public hearing.

**Ogechi Oparah:** Ms. Oparah said she was curious about what Commissioner Brown meant by “citizen input.” She said she did not know who attended the meeting in 2013, but she doubted that the people who were able to make the meeting necessarily represented the whole community. She said the concept of the community being represented was skewed since the meeting may be populated by people “who you want to come to the meeting.” She said it sounded like only Commissioner Brown was speaking and saying what he wants and that he has the support of the people he brought with him. She suggested that it was not true representation and that a better job could be made surveying the community to determine what the people really want. She asked if there was a survey that actually happened apart from what is in the minutes and where to get the information. Commissioner Brown replied that the citizens are listed in the GDOT log, that the meeting was publically advertised, and the people who attended lived in the general area.

The motion to approve Resolution 2015-11 failed 2-2 with Chairman Oddo and Commissioner Barlow voting in opposition. A copy of the request, identified as “Attachment 10,” follows these minutes and is made an official part hereof.

#### **PUBLIC COMMENT:**

**Irene Cheyne:** Mrs. Cheyne said she attended the July 9, 2015 Board of Commissioners Meeting and the July 14, 2015 Elections Board Meeting but there was no decision made at either meeting for at-large voting in District 5. She asked who had decided on at-large voting and she speculated that the discussion or decision was made during the July 9, 2015 Executive Session Meeting. She read O.C.G.A. 50-14-3 and suggested that discussion on how to fill Vice Chair Coston’s seat was required to be held in public. Mrs. Cheyne stated that if at-large voting was discussed or decided during Executive Session then it appeared the meeting was held illegally since it could be a direct violation of the State of Georgia’s Meeting Act of 2012.

**Larry Mapp:** Mr. Mapp thanked Ms. Cheyne for her comments. He submitted to the Commissioners and the attorneys that there is someone in the room who may be the victim of bad legal advice.

**Bonnie Williamson:** Ms. Williamson stated she attended the July 9, 2015 Board of Commissioners Meeting and the July 14, 2015 Board of Elections meeting and she found it very interesting that the County Attorney reported that he had taken his advice from the other County Attorney. She said it was interesting since lawyers come up with whatever interpretation of the law suits them, and that it is in the county’s lawyers’ best interest to advise for at-large voting, given the likelihood of an injunction being filed, resulting in more work and money for the lawyers.

**Alice Jones:** Mrs. Jones thanked Public Works Director Phil Mallon for completing the repair of her street while mitigating the flooding of her street. She also thanked County Administrator Steve Rapson for discussing the 2016 Budget with her for approximately two hours. She said in the meeting she learned that during Vice Chair Coston’s time on the Board of Commissioners there were some accomplishments made in the northern part of Fayette County including appropriation of funds that had been deprived in previous years. She noted that Phase II of Kenwood Park has been approved and she pleaded with the Board to put \$300,000.00 back in the budget for Kenwood Park. She said community development and families make Fayette County and that people move to Fayette County for its schools and family. She reminded the Board that it needs to make sure everything remains operating in a smooth and conducive fashion for health and safety reasons. She asked the Board to do the right thing and to serve the entire county in an equitable way, to generate monies for all the parks, and to serve the entire county so that all citizens who pay taxes can benefit.

**Frank Gardner:** Mr. Gardner said he listened to the discussion about how to mitigate traffic in Fayette County while at the same time dividing the county into smaller lots that results in bringing in more people. He said many people moved to the area from College Park and bought many acres but now they see a fast way to make money. He stated that the Zoning Ordinances are thick and ridiculous

and he asked how many Commissioners have actually read the Zoning Ordinance. He said the County is debating how to mitigate traffic while also debating how to bring people into the County. He pointed out that South Jeff Davis is just south of McDonough Road and now the traffic from McDonough Road will go down South Jeff Davis. He said it was getting ridiculous.

**Warren Oddo:** Mr. Oddo stated the Board was in a tough position. He asked to revisit the discussion held on July 9, 2015 regarding the tunnel since he came to an exact opposite conclusion to the decision that was reached. He stated that it seems like the City of Fayetteville came to Fayette County and said it wanted the Pinewood land in its tax base, and that Fayette County stated "that's fine but before we give it to you we will build a tunnel at taxpayer's expense," so the city said, "Okay." Mr. Oddo then asked a series of rhetorical questions that shaped his conclusion that the tunnel on Veterans Parkway near Pinewood Studios was unnecessary. He also asked if other jurisdictions could request a tunnel, if changes would be made to future agreements in order to prevent taxpayers from paying unknown costs, and if there are other agreements in the works that commit taxpayers to spending an unknown amount of money.

**John E. Jones:** Mr. Jones said he wanted to keep the memory of Vice Chair Pota Coston alive. He said some 5,000 people voted for her and put her into office and that currently those people do not have a voice. He said her campaign literature stated: "Let's work together for Fayette County." He said that was what he was doing and that is what those who voted for her are doing. He prayed that the Board would not dishonor her memory by continuing to make the attempt to revert to at-large voting. He knew the Board was tired of hearing it and that he was tired of saying it. He said too many people died on the road to the Voter's Rights Act, and that the people were just trying to get justice and a piece of the action. He said when he Googled the name Pota he found that her acronym is "Piece Of The Action." He said they wanted representation and would not just sit on the sidelines.

#### **ADMINISTRATOR'S REPORTS:**

**Selection Committee for the Recreation Commission:** County Administrator Steve Rapson stated that a Selection Committee needed to be formed for Recreation Commission. Commissioner Barlow and Commissioner Brown were appointed to the Selection Committee.

**Selection Committee for the McIntosh Trail Community Service Board:** County Administrator Steve Rapson stated that a Selection Committee needed to be formed for the McIntosh Trail Community Service Board due to Mr. Culbreth's appointment to the Planning Commission. Commissioner Barlow and Commissioner Ognio were appointed to the Selection Committee.

**Notification of Three Approved Contracts:** County Administrator Steve Rapson reported that he approved three contracts that were between \$50,000.00 and \$200,000.00, and he stated that the contracts were posted online. He reported that the first contract was a renewal with Jacobs Engineering in the amount of \$55,520.00 for Solid Waste Renewal #1 for methane monitoring, and he added that the previous year's contract was in the amount of \$63,770.00. Mr. Rapson reported that the second contract was a renewal to T&T Uniforms South in the amount of \$55,600.00 for Fire- Emergency Services Uniforms with an available budget of \$66,600.00. Mr. Rapson reported that the third contract was with Quality Management Consultants, LLC, and Cumberland Landscape Group for grass mowing for Kiwanis, McCurry, and Kenwood Parks and for the Justice Center in the amount of \$64,651.80. Copies of each contract, identified as "Attachment 11," follow these minutes and are made an official part hereof.

**Intern Jess Lassetter:** County Administrator Steve Rapson stated that Friday was Intern Jess Lassetter's last day at Fayette County. He said Mr. Lassetter was the intern for the County Clerk's Office and that he would graduate college on Saturday.

**Response to Warren Oddo's Public Comments:** County Administrator Steve Rapson responded to Mr. Warren Oddo's public comments by stating that the tunnel would be constructed by Fayette County since it is in the Intergovernmental Agreement as approved by the Board of Commissioners. He added that it is not standard procedure to commit taxpayers to unknown costs. He stated that there are no other open-ended contracts or agreements entered into by Fayette County that have such an open-ended cost.

## **ATTORNEY'S REPORTS:**

**Notice of Executive Session:** Assistant County Attorney Patrick Stough notified the Board that one item of Pending Litigation, one item of Real Estate Acquisition, and Review of the July 9, 2015 Executive Session Minutes needed consideration in Executive Session.

**Response to Mrs. Cheyne's Public Comments:** Assistant County Attorney Patrick Stough replied to some of the concerns expressed by Ms. Cheyne during Public Comment. He stated that the conduct of elections is governed by the County's enabling legislation that requires at-large voting. He stated that there was a district map that was adopted by the federal court, but that the district map was overturned by the 11<sup>th</sup> Circuit Court of Appeal meaning the County was returning to the 2012 map. He added that there was Executive Session on July 9, 2015 for Threatened Litigation. He closed saying the Code that was read by Mrs. Cheyne pertained to Executive Session for personnel matters, which was not held.

## **COMMISSIONERS' REPORTS:**

**Commissioner Ognio:** Commissioner Ognio stated that the County followed the law and that it did not take a vote concerning the Special Election. He understood that there's been a challenge to the action but that is the law. He said if the Board had not followed the law and there was a challenge then the Board would be in a really bad position. He repeated that the Board followed the law. Commissioner Ognio stated that he wished there was a committee that would study the roads and come up with what road to build first he has never seen the roof built before the foundation. He stated that his daughter was at the meeting and that it is always nice to see her.

**Commissioner Barlow:** Commissioner Barlow stated that he had a video he wanted to play during the July 9, 2015 Board of Commissioners meeting but that he did not have it played during that meeting since he did not want to interfere with the respect being shown to Commissioner Coston. He then had the video played. Commissioner Barlow reminded everyone that freedom is not free and that there are veterans who are owed respect and love.

**Commissioner Brown:** Commissioner Brown congratulated Intern Jess Lassetter saying he was an extraordinary intern who brought a lot of energy to the office. He said Mr. Lassetter worked like a full-time employee and that the county was fortunate to get him. He wished Mr. Lassetter all the best and said it was an honor to get to know him. Commissioner Brown mentioned that Mrs. Truett Cathy passed away earlier in the morning and he asked everyone to keep the Cathy family in their thoughts. He stated that all of the Commissioners were quoted in the newspapers saying the Board would do what Georgia law requires. He stated that all of the Kenwood Park projects are fully funded. Commissioner Brown stated that the Board needs to look at South Jeff Davis and to limit the curb cuts on busy streets since they are very big hazards that need attention. He stated that there would be more traffic on McDonough Road and he wish people the best. Commissioner Brown responded to Mr. Oddo's public comments saying the developer has to build the roundabout so there was never really a choice. He said the City of Fayetteville gave Fayette County the option to build a roundabout using developer money for its design. He stated that the regional government, through a process called Development Regional Impact (DRI), stated that the developer had to build a roundabout or provide some other way to mitigate traffic at the intersection. Commissioner Brown stated that the tunnel was decided in an Intergovernmental Agreement, and it was known that there would be a lot of pedestrian-type traffic. He stated that the largest bicycle parking lot in Fayette County, and possibly in all of south Atlanta, is on the set of Pinewood Studios and that they use bicycles to travel everywhere they go. Commissioner Brown stated that it was known that bicycles would be used since they are using them now. He noticed that on Sandy Creek Drive, between the old elementary school and the entrance to the studio, Fayetteville had to put in a crosswalk to slow people down since people are crossing the road all the time. Commissioner Brown stated that Pinewood Forrest would be a very dense development from a residential standpoint and it would have golf carts. He added that pedestrian traffic would come from the film academy located across the street from Pinewood at the corner of Veterans Parkway and Sandy Creek Road. Commissioner Brown stated that the engineers agreed at the preliminary meetings that the safest, long-term route removing all of the elements was a tunnel under the street. He stated that the developer would provide \$60,000.00 for the tunnel and was providing the right-of-way at a cost of \$60,000.00 or \$70,000.00 for the tunnel; meaning the developer is paying something. He agreed that the City of Fayetteville was "kind of getting away scot-free." He said the developers got twenty-year tax abatement on both the studio and the school and that the taxpayers were foregoing a lot of

money so that they could do the development. He said the County expected their full cooperation on future projects in trying to enhance the area, and as the third-phase comes in there will be more landscaping. He thought the people would be pleased with the development since it is going above and beyond. He stated that Georgia Military College would also enhance its landscaping above and beyond what the County's ordinances require. Commissioner Brown concluded his remarks saying that the tunnel would help move pedestrian traffic and that the 2-2 vote actually assured that the tunnel agreement was still in place while making them complete the intersection mitigation.

**Chairman Oddo:** Chairman Oddo said he does not agree with the tunnel since the money could be used better elsewhere. He stated that the Cathy family was a legacy that Fayette County would have for a long time to come. He complimented Jess Lassetter and said he could not wait to see County Clerk Floyd Jones after the internship is over since he was getting nervous just thinking about losing his intern. Chairman Oddo agreed that it was a good idea for a committee to study the roads and he asked Commissioner Ognio to be involved with that potential committee. Chairman Oddo closed his comments in Spanish by addressing his brother-in-law and sister-in-law who recently arrived from Columbia. "Brothers, welcome to the United States and Fayetteville. We are happy to have you hear."

**EXECUTIVE SESSION:**

**Pending Litigation, Real Estate Acquisition, and Review of the July 9, 2015 Executive Session Minutes:** Commissioner Brown moved to recess into Executive Session. Commissioners Barlow and Ognio seconded the motion. No discussion followed. The motion passed unanimously.

The Board recessed into Executive Session at 10:03 p.m. and returned to Official Session at 10:54 p.m.

**Return to Official Session and Approval of the Executive Session Affidavit:** Commissioner Ognio moved to return to Official Session and to approve the Executive Session Affidavit. Commissioner Brown seconded the motion. No discussion followed. The motion passed unanimously. A copy of the Executive Session Affidavit, identified as "Attachment 12," follows these minutes and is made an official part hereof.

**Approval of the July 9, 2015 Executive Session Minutes:** Commissioner Ognio moved to approve the July 9, 2015 Executive Session Minutes. Commissioner Barlow seconded the motion. No discussion followed. The motion passed 4-0.

**ADJOURNMENT:**

Commissioner Ognio moved to adjourn the July 23, 2015 Board of Commissioners meeting. Commissioner Barlow seconded the motion. No discussion followed. The motion passed 4-0.

The July 23, 2015 Board of Commissioners meeting was adjourned at 10:54 p.m.

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Floyd L. Jones, County Clerk

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Charles W. Oddo, Chairman

The foregoing minutes were duly approved at an official meeting of the Board of Commissioners of Fayette County, Georgia, held on the 13<sup>th</sup> day of August 2015. Referenced attachments are available upon request at the County Clerk's Office.

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Floyd L. Jones, County Clerk

**BOARD OF COUNTY COMMISSIONERS**

Charles W. Oddo, Chairman  
Vacant, Vice Chair  
David Barlow  
Steve Brown  
Randy Ognio

**FAYETTE COUNTY, GEORGIA**

Steve Rapson, County Administrator  
Patrick Stough, Assistant County Attorney  
Floyd L. Jones, County Clerk  
Tameca P. White, Chief Deputy County Clerk



140 Stonewall Avenue West  
Public Meeting Room  
Fayetteville, GA 30214

**MINUTES**  
**SPECIAL CALLED MEETING**  
August 5, 2015  
9:00 a.m.

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**Call to Order**

Chairman Oddo called the August 5, 2015 Special Called Meeting to order at 9:00 a.m.

**Acceptance of Agenda**

Commissioner Ognio moved to accept the Agenda. Commissioner Barlow seconded the motion. No discussion followed. The motion passed 4-0.

**EXECUTIVE SESSION:**

**1. Discussion of Pending Litigation.**

Commissioner Ognio moved to go into Executive Session. Commissioner Barlow seconded the motion. No discussion followed. The motion passed 4-0.

The Board recessed into Executive Session at 9:00 a.m. and returned to Official Session at 10:23 a.m.

Commissioner Ognio moved to exit Executive Session and to authorize the Chairman to sign the Executive Session Affidavit. Commissioner Barlow seconded the motion. No discussion followed. The motion passed 4-0. The Executive Session Affidavit, identified as "Attachment 1," follows these minutes and is made an official part hereof.

Chairman Oddo stated that a press release would be issued within the hour. No discussion followed. A copy of the press release, identified as "Attachment 2," follows these minutes and is made an official part hereof.

**ADJOURNMENT:**

Commissioner Ognio moved to adjourn the August 5, 2015 Special Called Board of Commissioners Meeting. Commissioner Barlow seconded the motion. No discussion followed. The motion passed 4-0.

The meeting was adjourned at 10:23 a.m.

The foregoing minutes were duly approved at an official meeting of the Board of Commissioners of Fayette County, Georgia, held on the 13<sup>th</sup> day of August 2015. Referenced attachments are available upon request at the County Clerk's Office.

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Floyd L. Jones, County Clerk

# COUNTY AGENDA REQUEST

New Business #11

Department:

Presenter(s):

Meeting Date:

Type of Request:

## Wording for the Agenda:

Consideration of the City of Peachtree City's annexation of 28.3 acres (Bradshaw Family LLP Tract), and the rezoning of said property from A-R (Agricultural-Residential) to 10.5 acres of Limited Use residential (LUR), 8.0 acres of Office-Institutional (O-I), 5.2 acres of General Commercial (G-C), 3.6 acres of Open Space (OS), and 1.0 acre for roads.

## Background/History/Details:

O.C.C.G. § 36-36-113 states that a county objection must be because the annexation would lead to an increased burden on the county directly related to the proposed change in zoning or land use and/or the proposed increase in density and/or increased demands on infrastructure related to the proposed zoning or land use change.

The proposed annexation is not consistent with the existing Land-Use plan and creates a valid land-use argument. Planning and Zoning does not object based upon the proposed land-use being consistent with overlay district and overall development of this corridor. The county's governing authority may either "object" to the annexation, by majority vote, or choose not to object to the annexation request.

Fayette County must deliver its objection to the annexation by certified mail or statutory overnight delivery not later than the end of the thirtieth calendar day following receipt of notice from the annexing jurisdiction.

## What action are you seeking from the Board of Commissioners?

Consideration of the City of Peachtree City's annexation of 28.3 acres (Bradshaw Family LLP Tract), and the rezoning of said property from A-R (Agricultural-Residential) to 10.5 acres of Limited Use residential (LUR), 8.0 acres of Office-Institutional (O-I), 5.2 acres of General Commercial (G-C), 3.6 acres of Open Space (OS), and 1.0 acre for roads.

## If this item requires funding, please describe:

Not Applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

## Staff Notes:

"Exhibit A" provides Planning and Zonings Annexation Report. "Exhibit B" provides the annexation request for the Bradshaw Family Tract. "Exhibit C" provides recommendations from Commissioner Ognio. "Exhibit D" provides material referenced by Commissioner Ognio that was presented to the Board on September 13, 2012 of an earlier annexation request from the City of Peachtree City.

## **EXHIBIT A**

# **Planning and Zoning's Report on Peachtree City's Annexation of 28.3 Acres of the Bradshaw Family LLP Tract**



To: Board of Commissioners

From: Pete Frisina

Date: July 30, 2015

Re: Peachtree City Annexation Request for Bradshaw Property at SR 54 and Sumner Road - Property Tax ID#: 07-19-003A & 07-19-061

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Peachtree City has received a request for annexation of the above-referenced properties located on SR 54 and Sumner Road. The annexation notice from Peachtree City indicates the intent to annex and rezone 10.5 acres Limited Use residential (LUR), 8.0 acres Office-Institutional (O-I), and 5.2 acres General Commercial (G-C) with 3.6 acres Open Space and 1.0 acre for roads. The subject property is currently undeveloped and zoned A-R (Agricultural-Residential) in Fayette County. The concept plan for the annexation indicates 24 single-family lots, 25,000 square feet of retail space and 50,000 square feet of office space.

**Rezoning History**

Petition No. 738-89 to rezone 38.80 acres from A-R to C-C (Community-Commercial) was denied on February 8, 1990. This denial was upheld in the Superior Court of Fayette County in December of 1990. The subject property is within the aforementioned 38.80 acres.

**General Description**

The subject property is located on SR 54 and Sumner Road. The proposed annexation would not create an island. The subject property abuts the following:

Direction	Acreage	Zoning	Use	Comprehensive Plan
North (across Sumner Road)	1.00 minimum lots	R-50	Single-Family Residential Subdivision	Low Density Residential (I Unit / 1 to 2 Acres)
East	7.20	A-R	Single-Family Residence	Low Density Residential (I Unit / 1 to 2 Acres) & SR 54 West Overlay District
East (across SR 54)	2.10 1.16 2.26	O-I O-I O-I	Office Office Office	Office
South	2.60	C-C	Nursing Home	Office
West (across Sumner Road)	1.00 minimum lots	R-43 (PTC)	Single-Family Residential Subdivision (Smokerise Crossing)	Single-Family Low Density (PTC)

## **Current County Land Use**

The subject property is designated as Low Density Residential (I Unit / 1 to 2 Acres) on the Fayette County Future Land Use Plan map. The subject property is also within the SR 54 West Overlay District.

## **DEPARTMENTAL COMMENTS**

**Planning and Zoning:** The subject property is currently zoned A-R and is designated as Low Density Residential (I Unit / 1 to 2 Acres) on the Fayette County Future Land Use Plan map. This residential land use designation allows for minimum one (1) acre lots. The subject property is also within the SR 54 West Overlay District. The intent of the SR 54 West Overlay District is to allow those existing lots of five +/- acres (especially those with existing homes) that were impacted by the widening to four (4) lanes the option to convert to office uses. The Fayette County Future Land Use Plan map does not designate any Commercial land use for the subject property.

The Concept Plan for the annexation indicates 5.2 acres of G-C zoning with 25,000 square feet of retail space, eight (8) acres of O-I zoning with 50,000 square feet of office space, 10.5 acres of LUR zoning with 24 single-family dwellings, 3.6 acres of Open Space and one (1) acre in streets. The Concept Plan is generally laid out well.

This development has the potential to generate the following traffic impact:

Retail – 25,000 sq. ft. - 44.32 trips/1,000 sq. ft. = 1,108 trips	
Office – 50,000 sq. ft. – 11.42 trips/1,000 sq. ft. = 571 trips	
Single-Family – 24 units – 9.57 trips/unit = 229 trips	
	Total 1,908 trips

Based on the Low Density Residential (I Unit / 1 to 2 Acres) land use designation, this 28.3 acre tract could yield approximately 25 one (1) acre residential lots (28.5 acres – 2.83 acres for infrastructure (roads, storm water facilities, etc.) = 25.47 acres). The potential traffic impact from this development would be as follows:

Single-Family – 25 units – 9.57 trips/unit = 239 trips	
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Per the Fayette County Zoning Ordinance, this area is also within the SR 54 West Overlay Zone. The purpose of the SR 54 West Overlay Zone is the following: To promote and maintain orderly development and an efficient traffic flow in highway corridors; to maintain a non-urban separation between Fayetteville and Peachtree City along SR 54 West; and to protect the aesthetics for existing and future residential areas in this highway corridor. Requirements include a 50 foot landscape area along SR 54, a 100 foot front setback on SR 54 and architectural standards that maintain a residential character.

**Fire/EMS:** Opposed the annexation due to the loss of Fire/EMS Tax revenues.

**Water System:** They have been informed of the water infrastructure in the area. We have not received any proposed utility layout for comment.

**Public Works/Engineering:** The annexation and proposed development would have a substantial increase in traffic on SR 54 and Fayette County's Sumner Road as compared to development per the County's land use plan. Of particular concern is ingress and egress to SR 54 for the non-residential portion of the development.

Under County rules, these parcels would likely be developed with 20 to 25 lots and Fayette County would work with PTC and GDOT to provide ingress/egress onto Sumner Road for SR 54 access at the existing traffic signal.

The proposed annexation has equal number of homes plus 10 acres of office/commercial with access onto SR 54, no signal. Additional curb cuts and intersections on SR 54 should be avoided where possible to provide maximum safety and operational efficiency along this corridor.

Public Works Comments on revised plans:

1. New road for S/D should be aligned across from Sedgwick Drive or offset a greater distance.

**Environmental Health:** No objections to annexation.

**Environmental Management:**

<b>Floodplain</b>	The property does <b>NOT</b> contain floodplain per FEMA FIRM panel 13113C0091E.
<b>Wetlands</b>	The property does <b>NOT</b> contain any wetlands per the U.S. Department of the Interior, Fish and Wildlife Service 1994 National Wetland Inventory Map.
<b>Watershed</b>	There are <b>NO</b> water bodies subject to the County watershed protection buffers and setbacks.
<b>Groundwater</b>	The property <b>IS NOT</b> within the groundwater recharge area, as delineated on the Georgia Department of Natural Resources' 1992 Ground-Water Pollution Susceptibility Map of Georgia (Hydrologic Atlas 20).
<b>Stormwater</b>	The development of this property should meet all current stormwater management practices for development. Analysis of the impacts to downstream properties is suggested.
<b>Stormwater Utility</b>	The County will <b>NOT</b> receive stormwater revenue if this parcel is to be annexed and therefore the stormwater utility is opposed to the rezoning.

**Sheriff's Office:** The Sheriff's Office has no issues with this annexation.

**STATE LAW**

**TITLE 36. LOCAL GOVERNMENT**

**PROVISIONS APPLICABLE TO MUNICIPAL CORPORATIONS ONLY**

**CHAPTER 36. ANNEXATION OF TERRITORY**

**ARTICLE 7. PROCEDURE FOR RESOLVING ANNEXATION DISPUTES**

**36-36-113. Objection to annexation; grounds and procedures**

- (a) The county governing authority may by majority vote to object to the annexation because of a material increase in burden upon the county directly related to any one or more of the following:
  - (1) The proposed change in zoning or land use;
  - (2) Proposed increase in density; and
  - (3) Infrastructure demands related to the proposed change in zoning or land use.
- (b) Delivery of services may not be a basis for a valid objection but may be used in support of a valid objection if directly related to one or more of the subjects enumerated in paragraphs (1), (2), and (3) of subsection (a) of this Code section.
- (c) The objection provided for in subsection (a) of this Code section shall document the nature of the objection specifically providing evidence of any financial impact forming the basis of the objection and shall be delivered to the municipal governing authority by certified mail or statutory overnight delivery to be received not later than the end of the thirtieth calendar day following receipt of the notice provided for in Code Section 36-36-111.
- (d) In order for an objection pursuant to this Code section to be valid, the proposed change in zoning or land use must:
  - (1) Result in:
    - (A) A substantial change in the intensity of the allowable use of the property or a change to a significantly different allowable use; or
    - (B) A use which significantly increases the net cost of infrastructure or significantly diminishes the value or useful life of a capital outlay project, as such term is defined in Code Section 48-8-110, which is furnished by the county to the area to be annexed; and
  - (2) Differ substantially from the existing uses suggested for the property by the county's comprehensive land use or permitted for the property pursuant to the

county's zoning ordinance or its land use ordinances.

**36-36-114. Arbitration panel; composition and membership**

- (a) Not later than the fifteenth calendar day following the date the municipal corporation received the first objection provided for in Code Section 36-36-113, an arbitration panel shall be appointed as provided in this Code section.
- (b) The arbitration panel shall be composed of five members to be selected as provided in this subsection. The Department of Community Affairs shall develop three pools of arbitrators, one pool which consists of persons who are currently or within the previous six years have been municipal elected officials, one pool which consists of persons who are currently or within the previous six years have been county elected officials, and one pool which consists of persons with a master's degree or higher in public administration or planning and who are currently employed by an institution of higher learning in this state, other than the Carl Vinson Institute of Government. The pool shall be sufficiently large to ensure as nearly as practicable that no person shall be required to serve on more than two panels in any one calendar year and serve on no more than one panel in any given county in any one calendar year. The department is authorized to coordinate with the Georgia Municipal Association, the Association County Commissioners of Georgia, the Council of Local Governments, and similar organizations in developing and maintaining such pools.
- (c) Upon receiving notice of a disputed annexation, the department shall choose at random four names from the pool of municipal officials, four names from the pool of county officials, and three names from the pool of academics; provided, however, that none of such selections shall include a person who is a resident of the county which has interposed the objection or any municipal corporation located wholly or partially in such county. The municipal corporation shall be permitted to strike or excuse two of the names chosen from the county officials pool; the county shall be permitted to strike or excuse two of the names chosen from the municipal officials pool; and the county and municipal corporation shall each be permitted to strike or excuse one of the names chosen from the academic pool.
- (d) Prior to being eligible to serve on any of the three pools, persons interested in serving on such panels shall receive joint training in alternative dispute resolution together with zoning and land use training, which may be designed and overseen by the Carl Vinson Institute of Government in conjunction with the Association County Commissioners of Georgia and the Georgia Municipal Association, provided such training is available.
- (e) At the time any person is selected to serve on a panel for any particular annexation dispute, he or she shall sign the following oath: "I do solemnly swear or affirm that I will faithfully perform my duties as an arbitrator in a fair and impartial manner without favor or affection to any party, and that I have not and will not have any ex parte communication regarding the facts and circumstances of the matters to be determined, other than communications with my fellow arbitrators, and will only consider, in making

my determination, those matters which may lawfully come before me."

**36-36-115. Meetings of arbitration panel; duties; findings and recommendations; compensation**

- (a) (1) The arbitration panel appointed pursuant to Code Section 36-36-114 shall meet as soon after appointment as practicable and shall receive evidence and argument from the municipal corporation, the county, and the applicant or property owner and shall by majority vote render a decision which shall be binding on all parties to the dispute as provided for in this article not later than the sixtieth day following such appointment. The meetings of the panel in which evidence is submitted or arguments of the parties are made shall be open to the public pursuant to Chapter 14 of Title 50. The panel shall first determine the validity of the grounds for objection as specified in the objection. If an objection involves the financial impact on the county as a result of a change in zoning or land use or the provision of maintenance of infrastructure, the panel shall quantify such impact in terms of cost. As to any objection which the panel has determined to be valid, the panel, in its findings, may establish reasonable zoning, land use, or density conditions applicable to the annexation and propose any reasonable mitigating measures as to an objection pertaining to infrastructure demands.
- (2) In arriving at its determination, the panel shall consider:
  - (A) The existing comprehensive land use plans of both the county and city;
  - (B) The existing land use patterns in the area of the subject property;
  - (C) The existing zoning patterns in the area of the subject property;
  - (D) Each jurisdiction's provision of infrastructure to the area of the subject property;
  - (E) Whether the county has approved similar changes in intensity or allowable uses on similar developments in other unincorporated areas of the county;
  - (F) Whether the county has approved similar developments in other unincorporated areas of the county which have a similar impact on infrastructure as complained of by the county in its objection; and
  - (G) Whether the infrastructure or capital outlay project which is claimed adversely impacted by the county in its objection was funded by a county-wide tax.
- (3) The county shall provide supporting evidence that its objection is consistent with its land use plan and the pattern of existing land uses and zonings in the area of the subject property.
- (4) The county shall bear at least 75 percent of the cost of the arbitration. The panel shall apportion the remaining 25 percent of the cost of the arbitration equitably between the

city and the county as the facts of the appeal warrant; provided, however, that if the panel determines that any party has advanced a position that is substantially frivolous, the costs shall be borne by the party that has advanced such position.

- (5) The reasonable costs of participation in the arbitration process of the property owner or owners whose property is at issue shall be borne by the county and the city in the same proportion as costs are apportioned under paragraph (4) of this subsection.
- (6) The panel shall deliver its findings and recommendations to the parties by certified mail or statutory overnight delivery.
- (b) If the decision of the panel contains zoning, land use, or density conditions, the findings and recommendations of the panel shall be recorded in the deed records of the county with a caption describing the name of the current owner of the property, recording reference of the current owner's acquisition deed and a general description of the property, and plainly showing the expiration date of any restrictions or conditions.
- (c) The arbitration panel shall be dissolved on the tenth day after it renders its findings and recommendations but may be reconvened as provided in Code Section 36-36-116.
- (d) The members of the arbitration panel shall receive the same per diem, expenses, and allowances for their service on the committee as is authorized by law for members of interim legislative study committees.
- (e) If the panel so agrees, any one or more additional annexation disputes which may arise between the parties prior to the panel's initial meeting may be consolidated for the purpose of judicial economy if there are similar issues of location or similar objections raised to such other annexations or the property to be annexed in such other annexations is within 2,500 feet of the subject property.

### **36-36-116. Appeal**

The municipal or county governing authority or an applicant for annexation may appeal the decision of the arbitration panel by filing an action in the superior court of the county within ten calendar days from receipt of the panel's findings and recommendations. The sole grounds for appeal shall be to correct errors of fact or of law, the bias or misconduct of an arbitrator, or the panel's abuse of discretion. The superior court shall schedule an expedited appeal and shall render a decision within 20 days from the date of filing. If the court finds that an error of fact or law has been made, that an arbitrator was biased or engaged in misconduct, or that the panel has abused its discretion, the court shall issue such orders governing the proposed annexation as the circumstances may require, including remand to the panel. Any unappealed order shall be binding upon the parties. The appeal shall be assigned to a judge who is not a judge in the circuit in which the county is located.

**36-36-117. Annexation after conclusion of procedures; remedies for violations of conditions**

If the annexation is completed after final resolution of any objection, whether by agreement of the parties, act of the panel, or court order as a result of an appeal, the municipal corporation shall not change the zoning, land use, or density of the annexed property for a period of one year unless such change is made in the service delivery agreement or comprehensive plan and adopted by the affected city and county and all required parties. Following the conclusion of the dispute resolution process outlined in this article, the municipal corporation and an applicant for annexation may either accept the recommendations of the arbitration panel and proceed with the remaining annexation process or abandon the annexation proceeding. A violation of the conditions set forth in this Code section may be enforced thereafter at law or in equity until such conditions have expired as provided in this Code section.

**36-36-118. Abandonment of proposed annexation; remedies for violations of conditions**

If at any time during the proceedings the municipal corporation or applicant abandons the proposed annexation, the county shall not change the zoning, land use, or density affecting the property for a period of one year unless such change is made in the service delivery agreement or comprehensive plan and adopted by the affected city and county and all required parties. A violation of the conditions set forth in this Code section may be enforced thereafter at law or in equity until such period has expired. After final resolution of any objection, whether by agreement of the parties, act of the panel, or any appeal from the panel's decision, the terms of such decision shall remain valid for the one-year period and such annexation may proceed at any time during the one year without any further action or without any further right of objection by the county.

**Summary**

The annexation and rezoning of the subject properties, as proposed, will create a change in zoning and land use that will result in a substantial change in the intensity of the allowable use of the property and a change to a significantly different allowable use giving a basis for an objection.

The G-C general commercial district is the most intense commercial zoning district in Peachtree City allowing 80 Permitted Uses including such uses as Amusement centers and arcades, including billiards and pool halls, Automotive car wash facilities, Automobile maintenance facilities (brake repair, installation of tires, tune-up shops, oil change services, emission stations, etc.) subject to all activities taking place within an enclosed building, Automotive rentals, Bars, nightclub, tavern and/ or lounges, Boat sales and supply, Convenience food stores, Day care facility, Department stores, Drive-in restaurants, Food and/or grocery stores, Garden supply centers and greenhouses, Golf cart sales and supply, Hotel or motel, and Indoor recreation facilities (bowling alleys, skating rinks, shooting ranges, movie theaters, etc.). The G-C district allows/limits the size of a commercial development to an aggregate of 150,000 square feet of floor area and a single commercial tenant to 32,000 square feet of floor area. Many of these



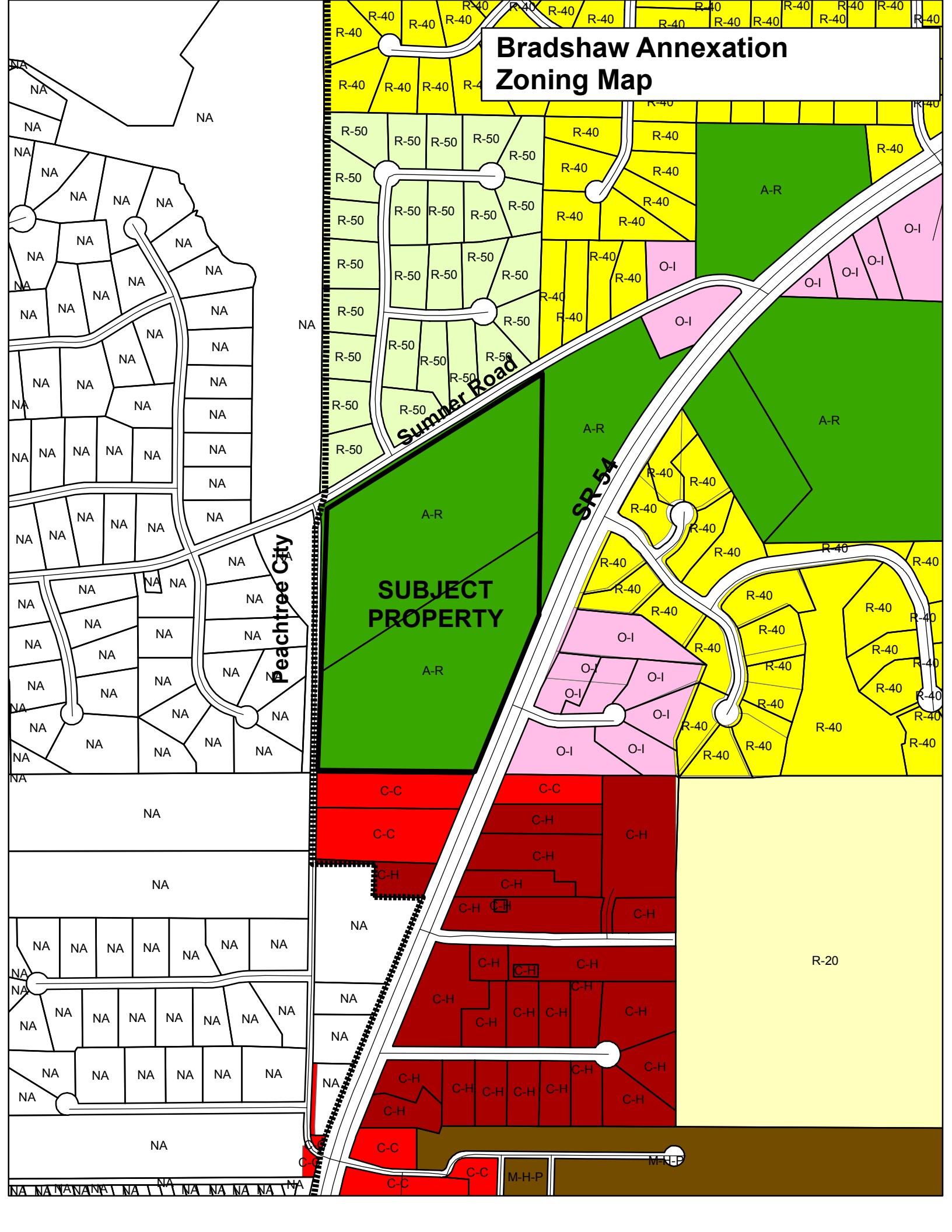
intense uses could increase the impact on traffic, noise and lighting. Given the intensity of the G-C district, it is recommended that Peachtree City consider a less intense commercial zoning district such as the LUC limited-use commercial district which allows 15 Permitted Uses that excludes many of the aforementioned Permitted Use in the G-C district. Under Condition Uses, the LUC district allows the city council to consider additional uses and impose conditions to lessen the impact.

The applicant has indicated on the Concept Plan there is potential of a cart path to connect to existing paths. It is recommended that the city council require the developer to install the cart path/connection as each phase of the development is built.

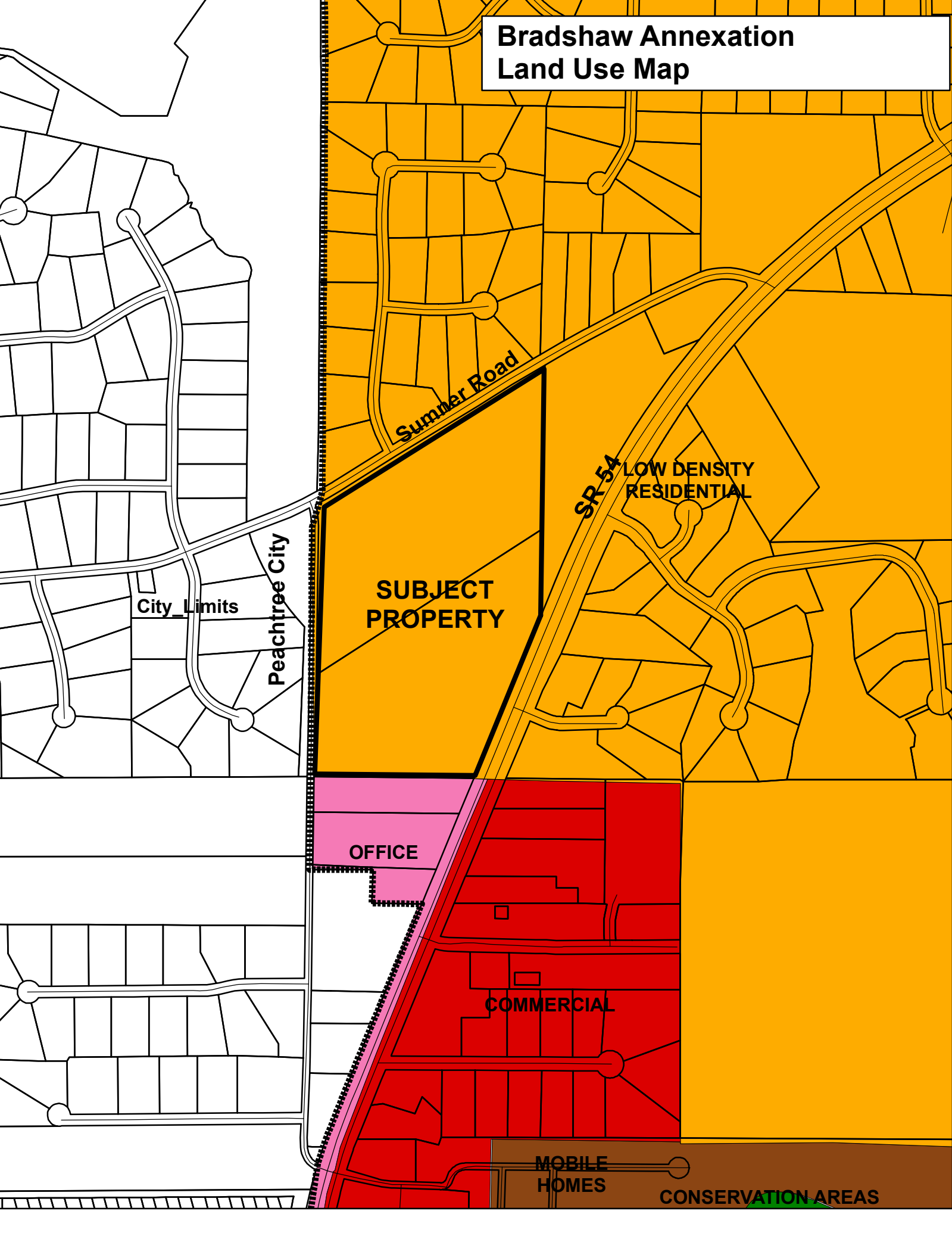
In reference to the above-mentioned SR 54 Overlay Zone it is recommended that the development maintain the 50 foot landscape area along SR 54 and the 100 foot front setback on SR 54 and consideration be given to the architectural character of the development.

In the general terms of annexation, it is preferred that annexations follow a logical progression and not leap frog lots, leaving unincorporated lots surrounded by city lots as is now happening along SR 54. It is recommended that Peachtree City work with Fayette County and the other municipalities to coordinate our comprehensive planning efforts, particularly in the context of anticipated areas of annexation, as all of the jurisdictions are due for major plan updates by June of 2017.

# Bradshaw Annexation Zoning Map



# Bradshaw Annexation Land Use Map



Summer Road

SR-54

LOW DENSITY  
RESIDENTIAL

SUBJECT  
PROPERTY

City Limits

Peachtree City

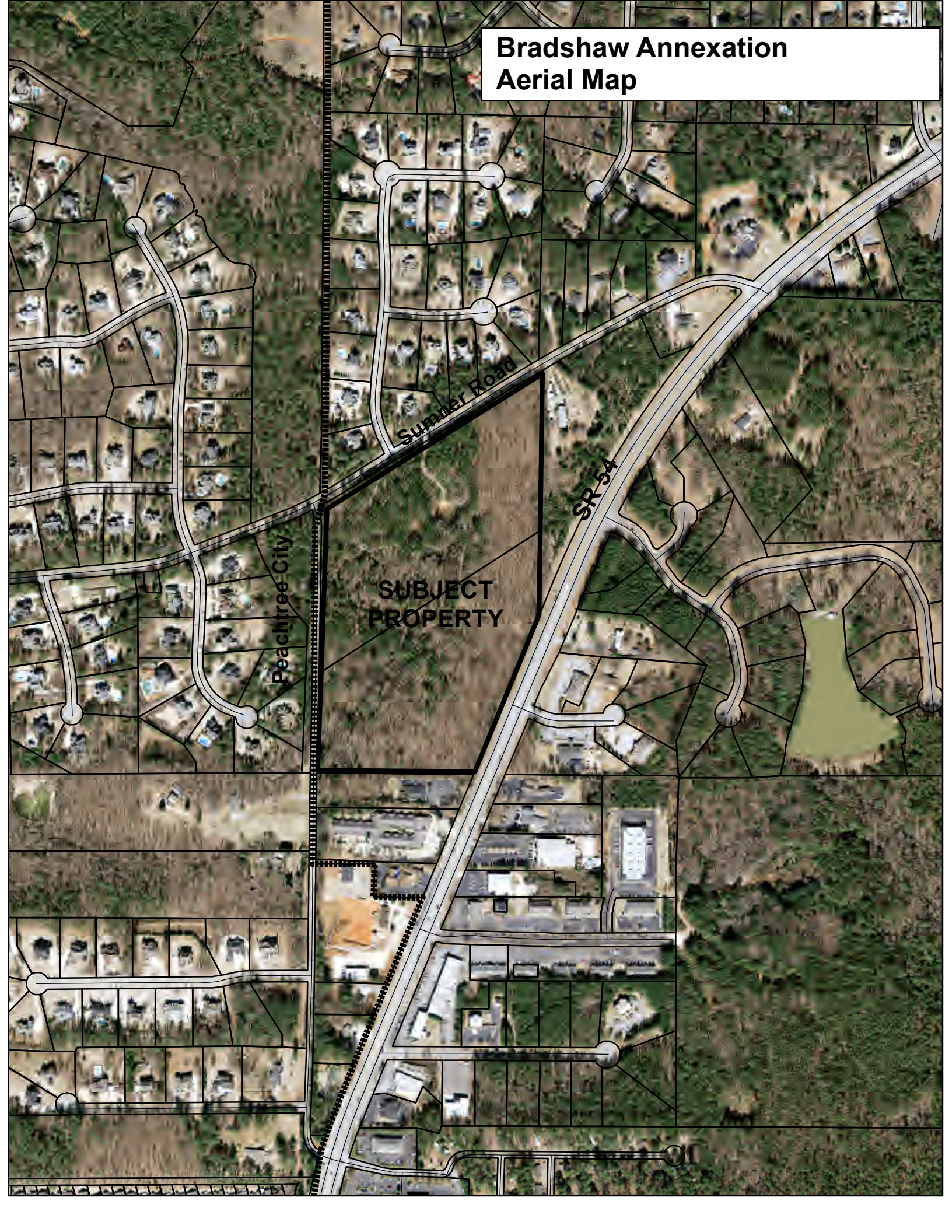
OFFICE

COMMERCIAL

MOBILE  
HOMES

CONSERVATION AREAS

# Bradshaw Annexation Aerial Map



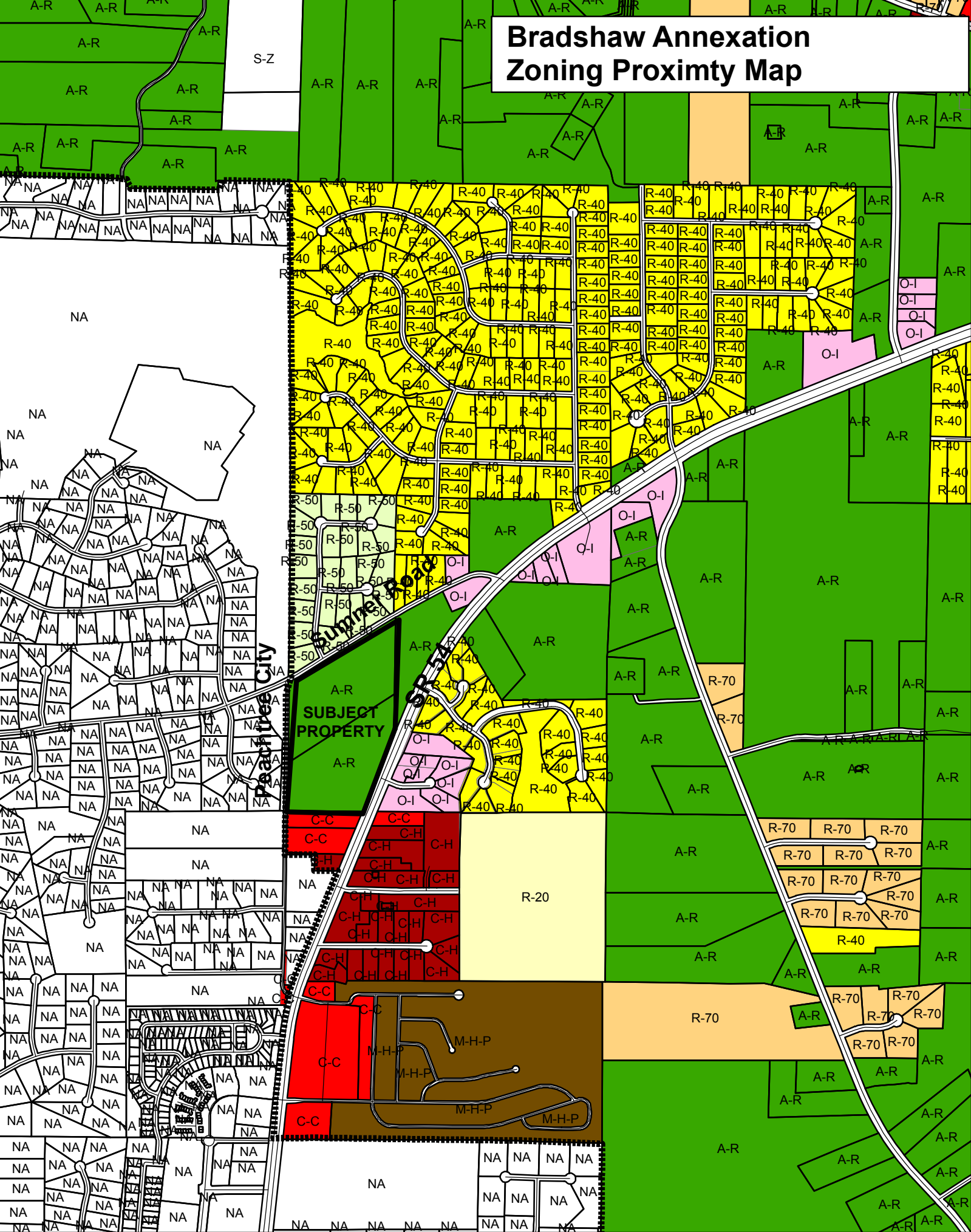
Summer Road

SR-54

Peachtree City

SUBJECT  
PROPERTY

# Bradshaw Annexation Zoning Proximity Map



## **EXHIBIT B**

**Peachtree City Annexation of the 28.3 Acre  
Bradshaw Family LLP Tract**

July 20, 2015

SENT VIA CERTIFIED MAIL

Mr. Charles Oddo, Chairman  
Fayette County Board of Commissioners  
140 Stonewall Avenue, Suite 100  
Fayetteville, GA 30214



**Re: Bradshaw Family LLP, annexation and zoning request (SR 54)**  
*Step Two submittal*

Dear Mr. Oddo:

Mr. Scott Bradshaw of Bradshaw Family LLP has requested that the City of Peachtree City consider annexing and rezoning the 28.3-acre Bradshaw Family LLP tract on SR 54 into the city limits of Peachtree City. The property is currently located within unincorporated Fayette County.

The Bradshaw Family tracts are zoned A-R Agricultural Residential and are designated Low-Density Residential on the Fayette County Future Land Use Plan. Should the annexation be approved, the Applicant is requesting that the property be rezoned to a combination of LUR (Limited Use Residential), OI (Office Institutional), and GC (General Commercial).

Public Hearings to consider this request have been scheduled for the August 10, 2015 Planning Commission meeting and the August 20, 2015 City Council meeting.

This letter has been sent to you by certified mail, return receipt requested, within five (5) business days of acceptance in accordance with O.C.G.A. §36-36-6 and §36-36-9. Although the City of Peachtree City does not know of any county-owned facilities on the Bradshaw tract, the County is required to notify the Mayor and City Council of Peachtree City in writing and by certified mail, return receipt requested, of any county facilities to be annexed within five (5) business days of receipt of this letter.

**Bradshaw Family LLP annexation and zoning request**

July 20, 2015

Page 2

If the county has an objection in accordance with the objection and resolution process, you must notify the Mayor and City Council of Peachtree City within thirty (30) calendar days of the receipt of this notice.

Should you have any questions, please do not hesitate to contact me at (770) 487-5731.

Sincerely,



David E. Rast, ASLA  
Senior Planner

*Attachments*

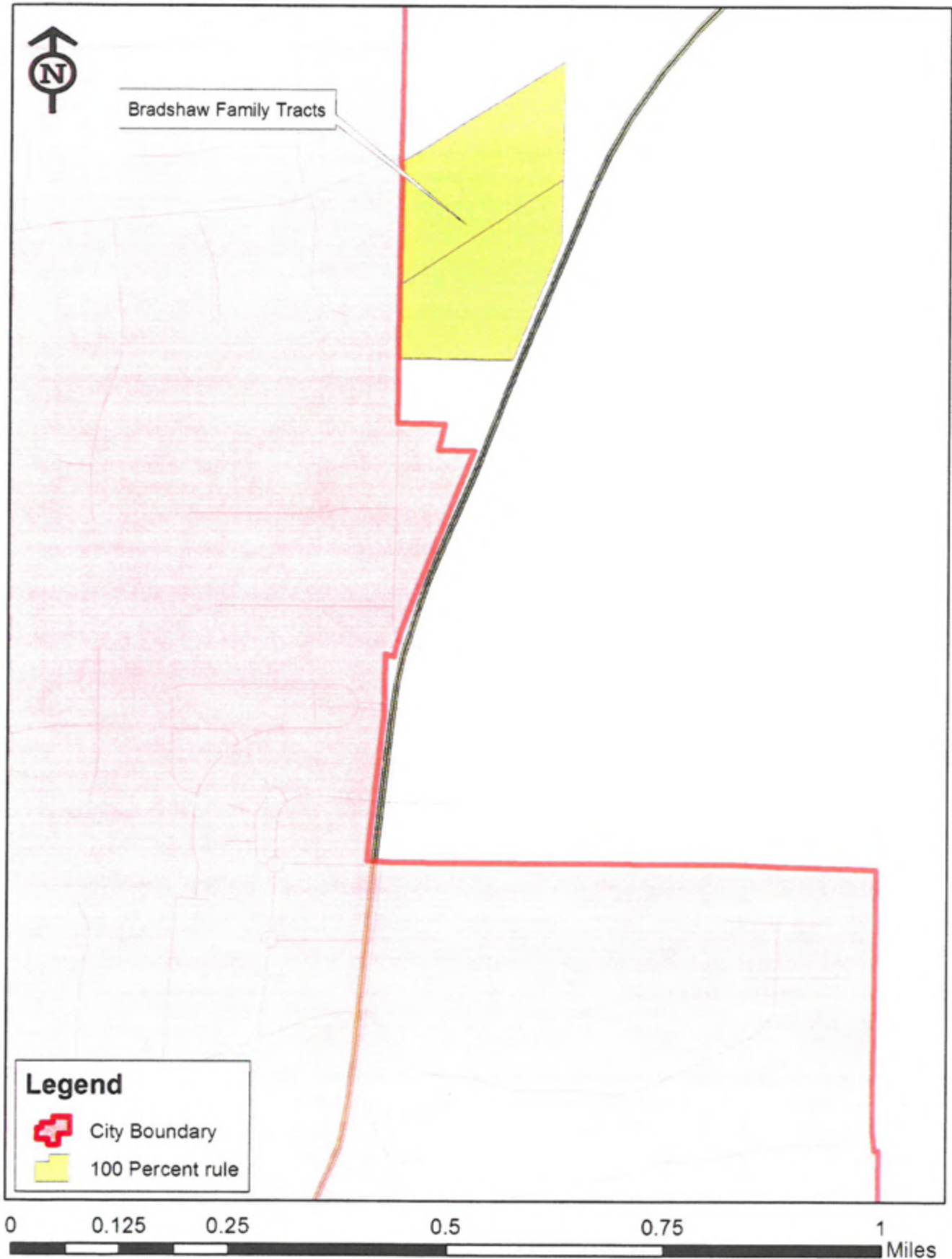
cc: *Mayor and Council Members*  
*Steve Rapson*  
*Jon Rorie*  
*Planning Commission*  
*Directors and Chiefs*  
*Ted Meeker*  
*Scott Bradshaw*  
*Pete Frisina*  
*file*

*Fayette County Administrator*  
*Interim City Manager*

*City Attorney*  
*Bradshaw Family LLP*  
*Fayette County Planning and Zoning*

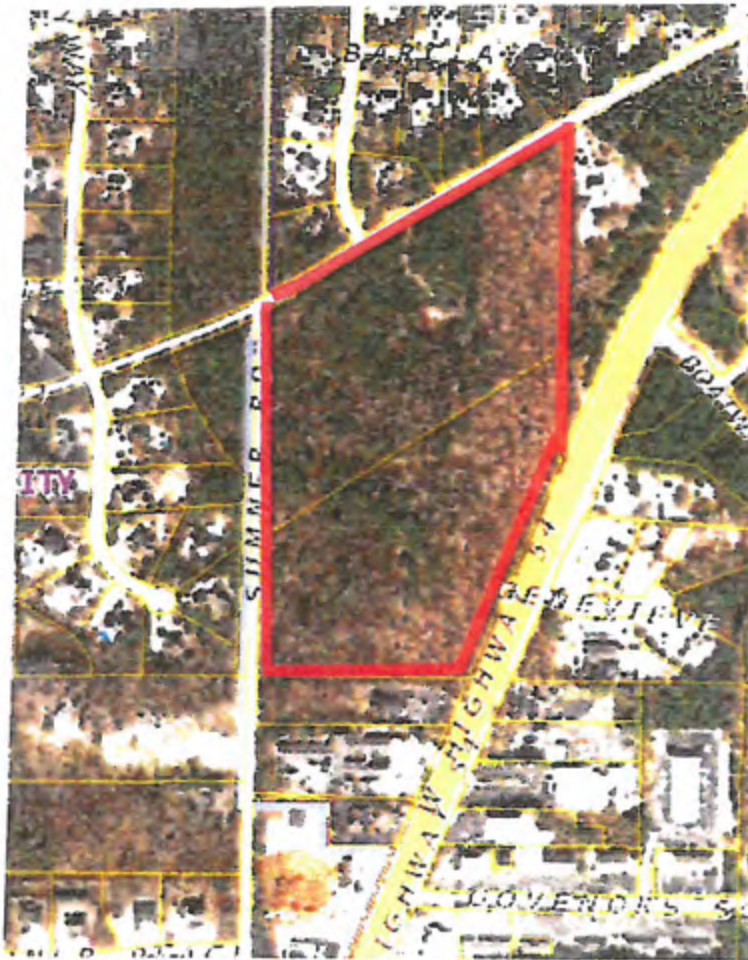


# HWY 54 W Bradshaw Annexation: 100% Rule



Date: 7/15/2015

Request for  
**ANNEXATION & ZONING**  
BRADSHAW 28.3 ACRES  
Highway 54 East, Peachtree City



RECEIVED MAY 12 2015

RECEIVED JUL 1 2015  
✓  
DEC.

## INTRODUCTION

This is a request to annex 28.3 acres of land on the eastern border of Peachtree City and zone it as a mixed use development consisting of single family residential along with small scale office and retail. The office and retail would share an entry from the existing median cut on Highway 54, while the residential entry is from Sumner Road on the north.

The property is bordered by Highway 54 on one side, Sumner Road on two sides, and undeveloped wooded property on the fourth side. There is existing small scale retail and office across Highway 54, and on both sides of the Highway to the south. Residential neighborhoods are across Sumner Road to the north and west. There is also small scale retail/office north at the corner of Sumner Road and Highway 54. Sumner Road is the existing City limits.

The site topography is high along the eastern edge with drainage towards Sumner Road on the west where the storm water controls will be located.

**Step Two: Annexation request form**

The following information is required in order to prepare a detailed analysis of the proposed annexation, a schematic master plan of the proposed development, and a more informed recommendation that will ultimately be considered by other governmental agencies, the Planning Commission and City Council.

A formal request is hereby being made to annex the following described property into the city limits of Peachtree City:

See Attached

This request for annexation is being made for the following reasons:

See Attached

I certify that I am the owner, or duly authorized agent of the owner, of the property described above, and that I have submitted all information and documents required to properly evaluate this request:

Owner (print): Bradshaw Family LLLP Date: May 11, 2015

Owner (signature): Scott Bracher

Agent (print): Jerry Peterson Date: May 11, 2015

Agent (signature): Jerry Peterson

**To be completed by the City of Peachtree City:**

This request, along with the required supplemental information and documents, has been properly submitted, and is hereby accepted for consideration by the Planning Commission and the City Council.

Date of acceptance: 07-16-15

Request number: \_\_\_\_\_

City Planner: David E. Rant Date: 07-16-15

City Clerk: Amela P. Dufresne Date: 7-20-15

Public Hearing – Planning Commission: Date: 08-10-15

## **DISCRIPTION OF PROPOSED PROJECT**

The proposed land plan illustrates mixed uses with small scale commercial on the Highway 54 frontage and office sites behind. Both the commercial and office are accessed by a cul du sac from the existing median cut on Highway 54 across from the existing office park with a similar street access. The remainder of the property is single family residential as is existing property across Sumner Road. The plan proposes open space along the center drainage, the detention areas, buffers between residential and office sites, and buffers along Sumner Road. The path system will connect internal uses as well as connections to the remainder of Peachtree City. Sewer and paths are currently planned to be extended to the neighbors close to this site. There are no specific users identified for the site at this time so buildings shown on the Concept Plan are schematic and only an illustration of potential.

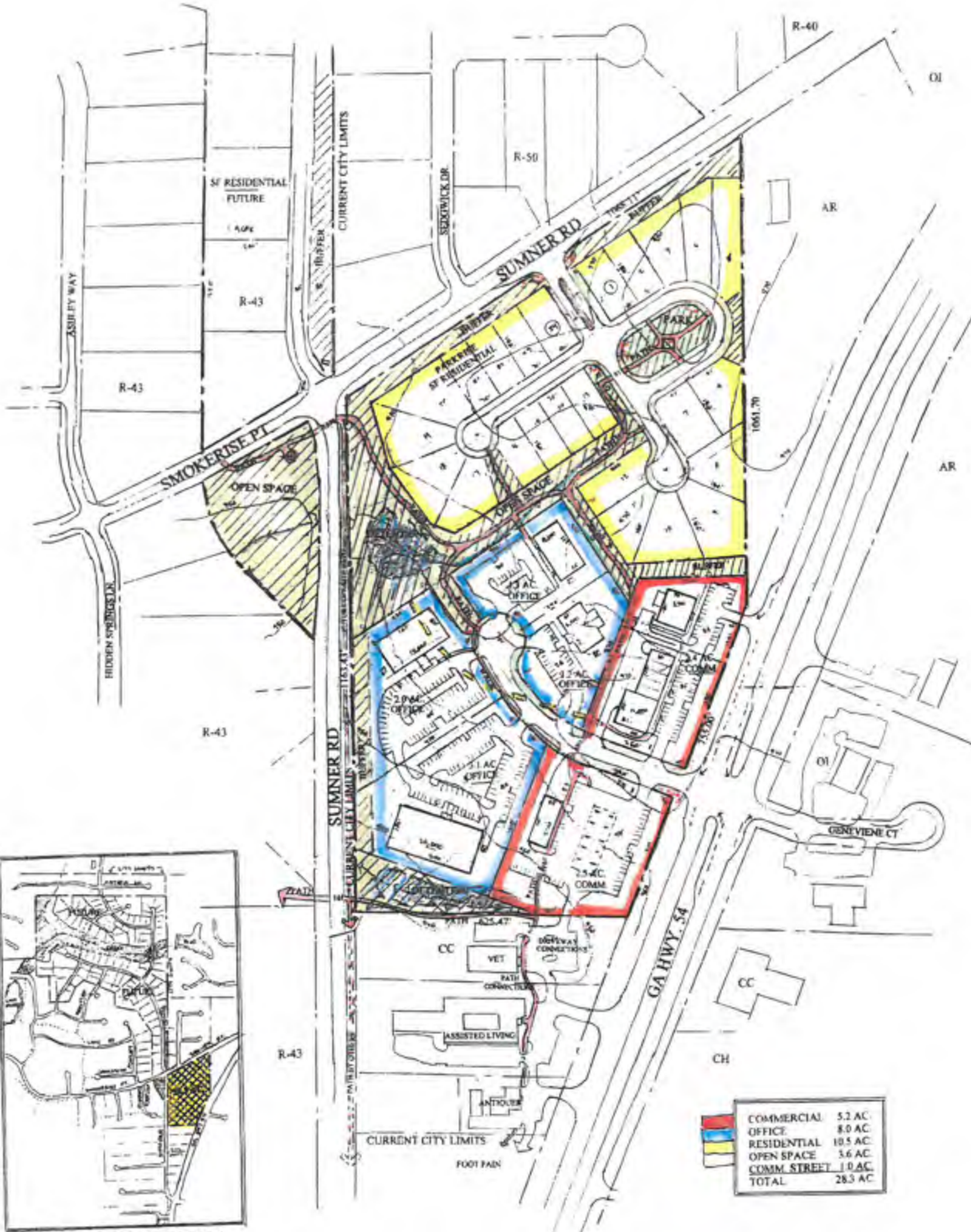
### Proposed Land Plan:

Residential LUR	10.5 Acres	(37%)
Open Space	3.6 Acres	(13%)
Office OI	8.0 Acres	(28%)
Commercial GC	5.2 Acres	(18%)
Street	1.0 Acres	(4%)
<b>TOTAL</b>	<b>28.3 Acres</b>	<b>(100%)</b>

## **EVALUTION OF CONCEPT PLAN**

Workshops with residents and the City have had an influence on the plan with modifications to several important elements.

1. The entry to the residential was relocated from the west side to north.
2. The residential lot count was reduced to 24 homes.
3. The detention area was removed from the west side of Sumner Road and located on the east side within the subject property.
4. The 1.6 acre on the west side of Sumner Road is now Open Space.
5. There are buffers between the proposed residential and office lots.
6. There is the potential of a cart path along Sumner Road to connect existing paths.
7. Proposed office buildings will make best efforts to have long side not parallel with Sumner Road.



LOCATION MAP N.T.N.T.S  
SMOKERISE ESTATES  
FUTURE PHASES

0 100' 200'

AUG 23 2013

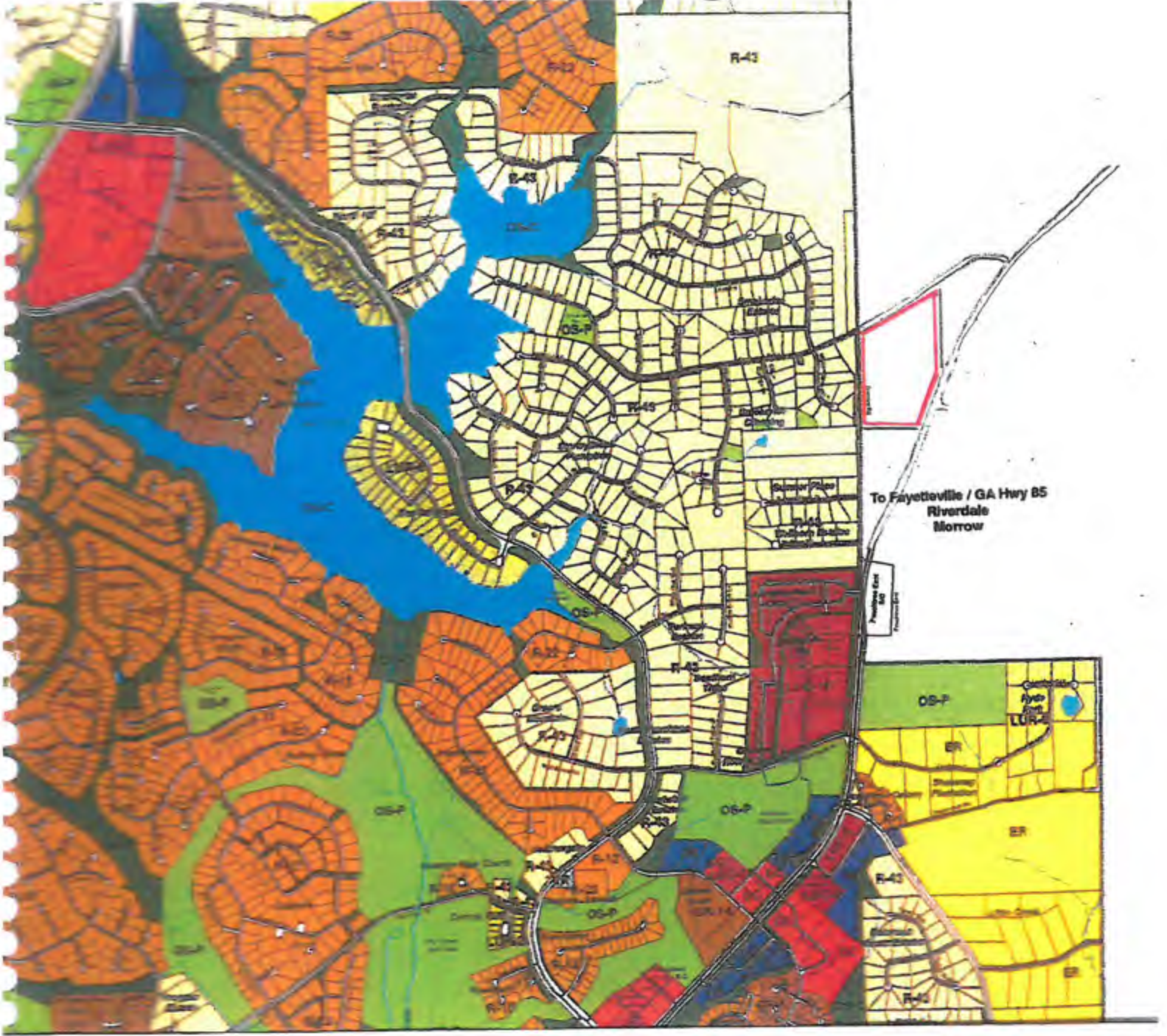
↑ NORTH

PETERSON PLANNING

**SMOKERISE CORNERS**  
(COMMERCIAL & OFFICE)  
**PARKRISE CORNERS**  
(RESIDENTIAL)

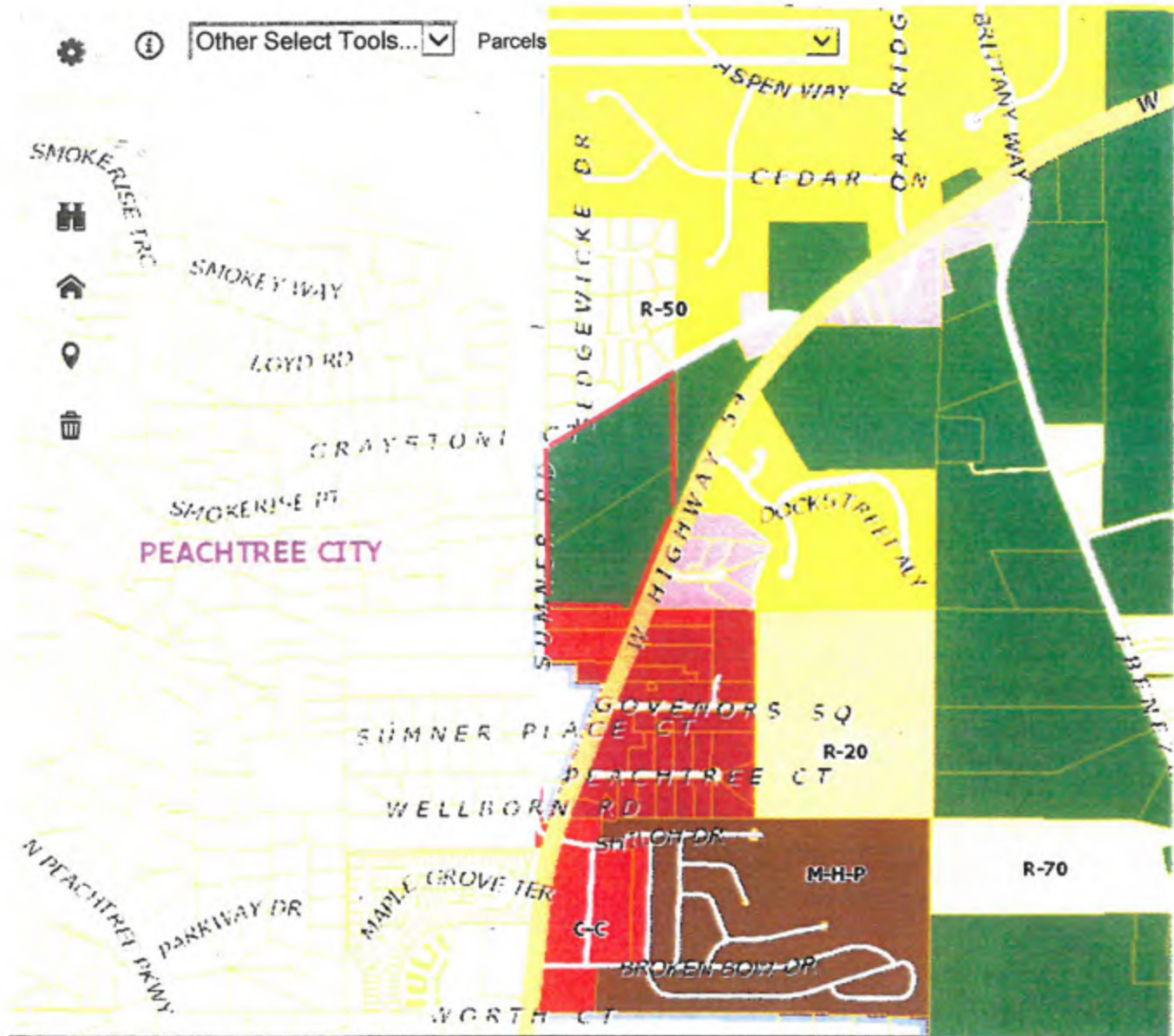
**CONCEPT PLAN 28.3 ACRES**  
LL. 70 DISTRICT 7

**OWNER:**  
BRADSHAW FAMILY LLLP  
251 SMOKERISE TRACE  
PEACHTREE CITY, GA 30269



## BRADSHAW ANNEXATION & ZONING

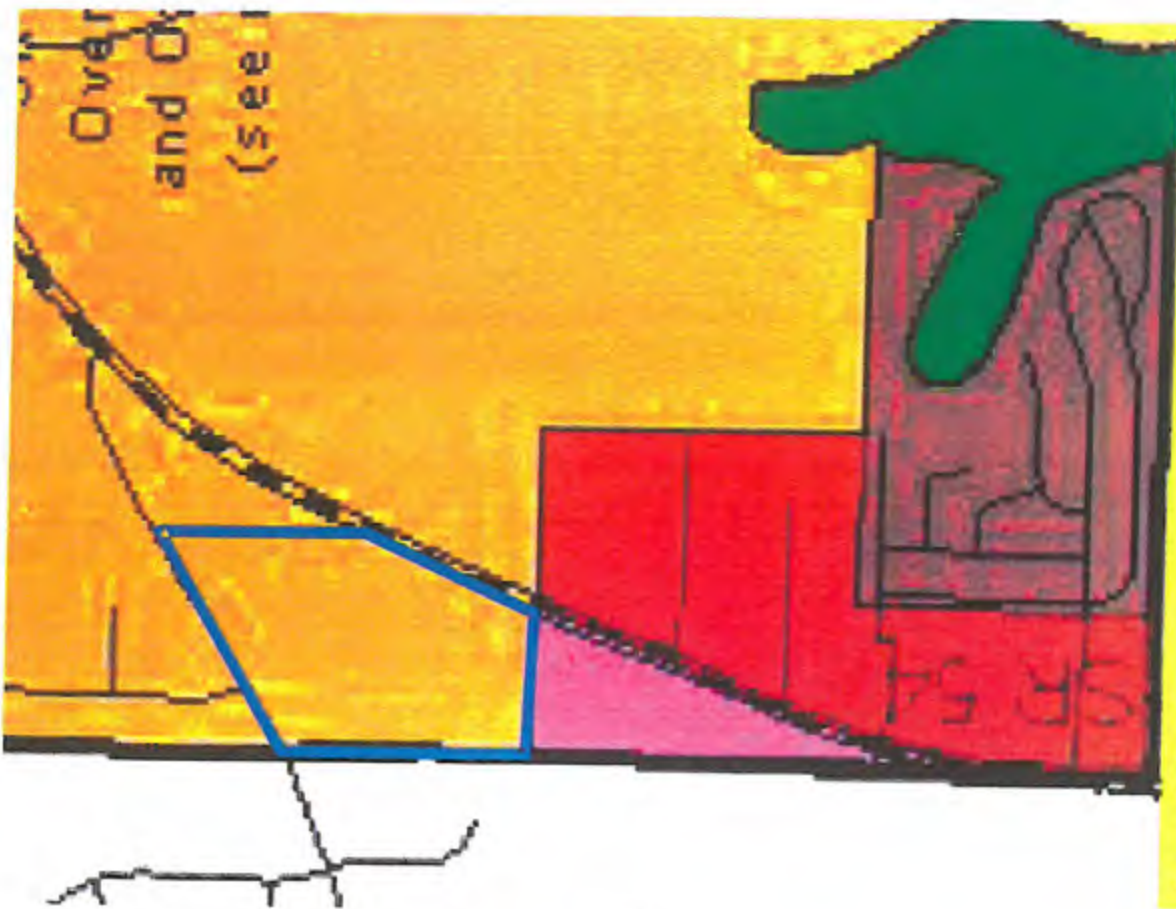
Peachtree City Zoning



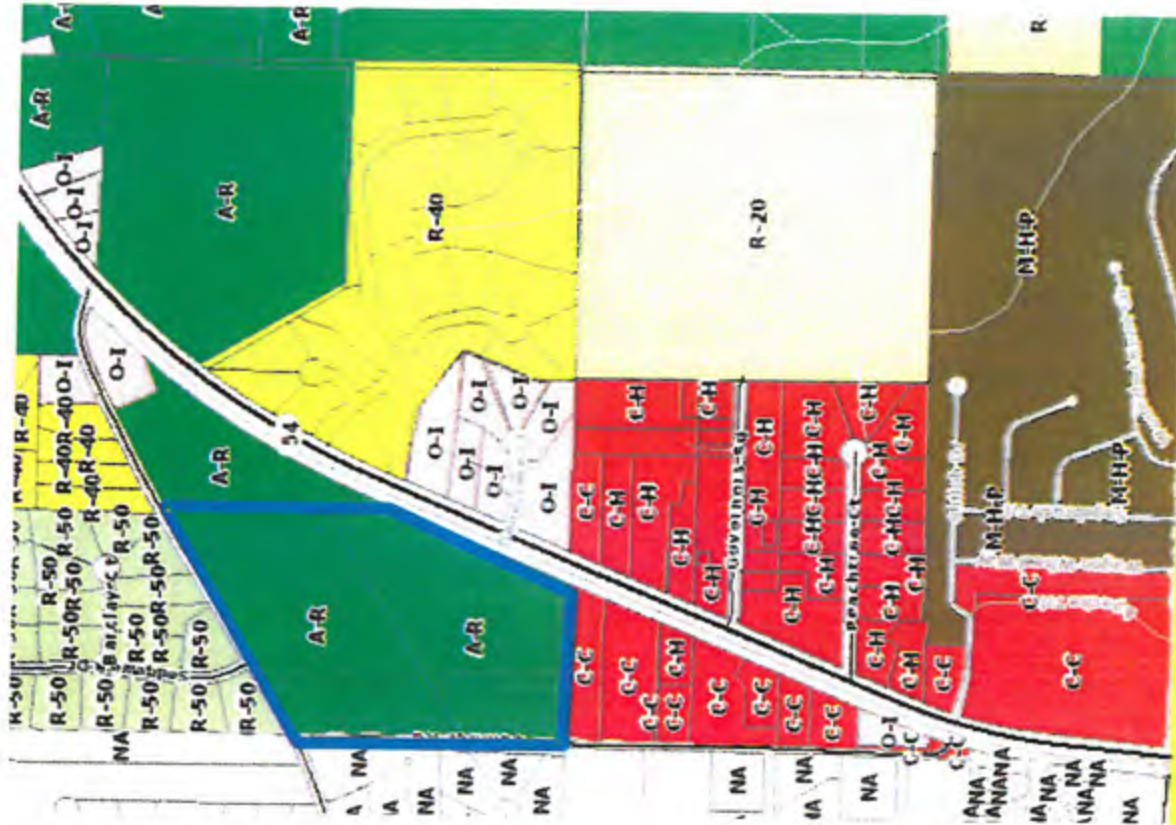
## BRADSHAW ANNEXATION & ZONING

### Adjacent Zoning





**Land Use**  
 Low-Density Residential (1 to 2 units per acre)



**Zoning**  
 A-R – Agricultural Residential

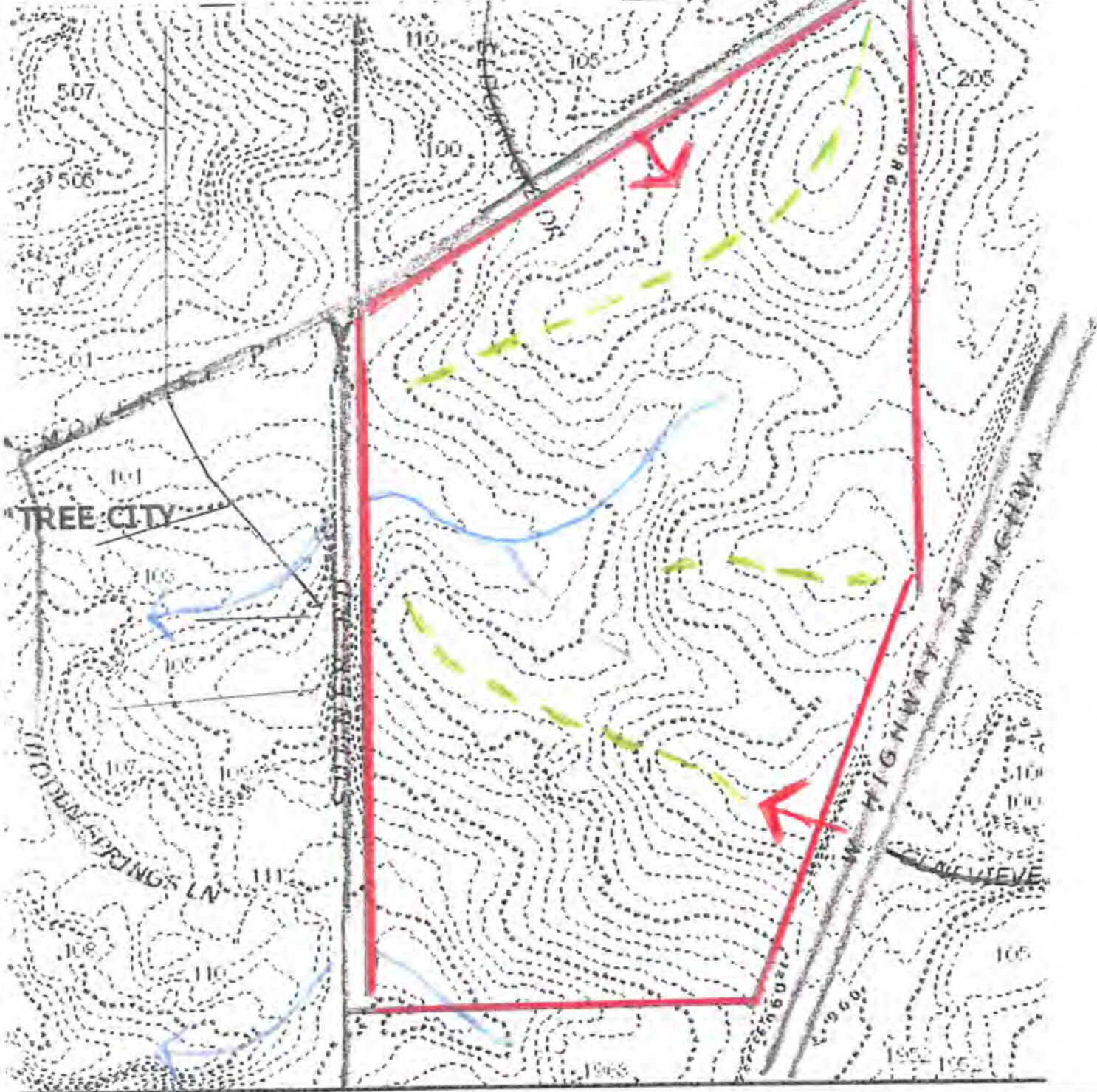
## Reasons to annex and zone 28.3 acres into Peachtree City

This is a request for annexation and zoning of 28.3 acres located on the eastern edge of Peachtree City bounded by 750' of frontage on Ga. Hwy 54, Sumner Road on the west and north, and an undeveloped tract to the east. Adjoining the parcel to the south is the existing Flat Creek Vet and Heritage Senior Housing. The parcel is contiguous to the existing City Limits along the 1,163.43' length of Sumner Road. This is an undeveloped tract of land with natural storm drainage back to the west. The land directly across Highway 54 is an office park, while the land to the south along both sides of Highway 54 is currently commercial.

The proposed land plan illustrates Residential 10.5 ac. (37%), Open Space 3.6 ac. (13%), Office 8.0 ac. (28%), Commercial 5.2 ac. (18%), and the street 1.0 ac. (4%).

The following are the main reasons the City should annex this property at this time.

- 1) There are a considerable number of existing residents in the Smoke Rise neighborhoods that are ready to move out of their large homes on large one to two acre lots and simplify their lives, but want very much to stay in the neighborhood. This is the last vacant parcel in the area that could be developed much like other desirable neighborhoods in the City such as Saranac, North Cove, Honeysuckle, Blueberry Hill, Cottage Grove and others with smaller lots but high quality design and materials.
- 2) The plan for this tract can complete the connections for pedestrian/cart paths on the east side of the City connecting the Smoke Rise neighborhoods to this new development as well as other existing commercial uses along Highway 54 and to the Lexington Park activities and the High School.
- 3) There is an existing median cut on Highway 54 in the center of this property, and DOT permit for access points.
- 4) Without annexation the property will develop in the County. This would mean more septic tanks with the natural drainage back to the west and existing City neighborhoods. There have already been problems with individual treatment systems along this area, which the City is now in the process of solving.
- 5) With annexation the City will be able to manage the design and development of this parcel at the east entry to the City, and protect the drainage downstream into Peachtree City. The City can also be assured with this plan that there will not be a large big box or shopping center built on the property that would compete with existing centers in the area. But small retail only on the frontage of Highway 54 where housing would not be the best use.
- 6) The City would be assured of appropriate buffers relating to existing Sumner Road to west and north as well as buffers between proposed uses within the 28.3 acres.
- 7) The City will receive additional new tax base as the parcel is developed.
- 8) There are existing commercial and office uses across the Highway and both sides of the Highway to the south.



**BRADSHAW ANNEXATION & ZONING**

Site Topography

DRAINAGE

RIDGE

ACCESS

BOUNDARY



**ELIGIBLE FOR ANNEXATION**

The 28.3 acres is contiguous with existing Peachtree City limits for 1,163.4' along Sumner Road. Even without other properties in the area this would qualify for annexation.

**APPLICANT IS FAMILIAR WITH CITY CODES AND ORDINANCES**

Mr. Scott Bradshaw the owner and Mr. Jerry Peterson the agent are both familiar with Peachtree City codes and ordinances, and especially those pertaining to zoning, land development and site development issues.

**PUBLIC SERVICES AVAILABLE TO THE PROPERTY**

Sewer and paths are currently planned to be built to connect to the neighboring properties and can then be linked to this property.

Water is available from Fayette County Water System and is in the immediate area.

Electric power provided by Coweta/Fayette EMC

Gas provided by Atlanta Gas

Telephone by AT&T and other choices

Cable television by Comcast and others

Sanitation by Waste Management and others

Fire and EMS by Peachtree City with annexation

Police by Peachtree City with annexation

**ACREAGE, DENSITY AND POPULATION**

The site is a gross total of 28.3 acres. The following is proposed land uses for the site.

Single family LUR Residential	10.5 acres	37%	24 lots (typ. 70'x150')	10,500 sf
Open Space/Buffers	3.6 acres	13%		
Office	8.0 acres	28%	3 to 5 sites	
Commercial	5.2 acres	18%	2 sites	
Street	1.0 acres	4%	comm. & off. cul du sac	
<b>TOTALS</b>	<b>28.3 acres</b>	<b>100%</b>		

24 Residential lots are proposed to have a population of about 70 adults and children.

**PROPERTY WILL TIE INTO THOROUGHFARE AND PATH SYSTEM**

The Concept Plan illustrates the commercial and office sites access from a short 600' cul du sac at the existing median cut in Highway 54. This will match the existing cul du sac on the other side of the highway. The residential neighborhood will access from Sumner Road on the north.

The existing paths connect from the end of Hidden Springs to Sumner Road, and along Highway 54 to its intersection with Sumner Road. There is an existing plan to extend the Highway 54 path to serve the newly annexed property just south of this 28.3 acres. These paths can be extended to connect the uses on the proposed property to the rest of Peachtree City.

**THE PROPERTY WILL COMPLEMENT THE LAND USE PLAN**

With annexation the City will have influence on how the property at its eastern entry is developed. The highway frontage is limited to two commercial sites totaling about 5 acres with small scale retail buildings. This scale will relate to the existing buildings along the highway

rather than the potential of a large box type or strip of commercial. The setbacks along the highway, landscaping, signage and design will indicate the eastern entry to the City. The existing topography of the site will be respected with drainage in the open spaces leading to on-site neighborhood storm water control. The open space will also provide a buffer separation between the residential and office sites. The office sites provide a transition buffer from the commercial frontage on the highway to the residential neighborhood.

The residential neighborhood is intended to capture requests for a high quality home with common amenities and home features, yet on smaller more manageable lots. The sense of place and identity is very important. This is the only site in the area of Smokerise that this can be built.

A mix of land uses within walking distance to reduce the dependence on the auto is a good direction the City has been taking in other areas, and will continue on a small scale here.

**CONSISTENT WITH CITY ANNEXATION POLICY**

In 2014 the City Council identified 4 areas they were interested and felt had potential for annexation into the City. This 28.3 acres is a part on the identified area on the east side of the City, and can be the beginnings of that larger area. The property is contiguous to existing City limits with 1,163.4’ of frontage along Sumner Road thus allowing for annexation.

**HOW THE ANNEXATION WILL AFFECT THE CITY**

Tax base:

Current County property tax is \$4,289

Fair Market value when completed

Single family homes	24 x \$450,000	\$10,800,000
Retail	25,000 sq ft. x \$146	\$3,650,000
Office	50,000 sq ft. x \$160	<u>\$8,000,000</u>
Total Fair Market Value		\$22,450,000 x 40% assessed = \$8,980,000

<b>Peachtree City:</b>	<b>\$8,980,000 x 7.088 mills</b>	<b>\$63,650</b>
Fayette County Schools:	21.450 mills	\$192,621
Fayette County:	5.812 mills	<u>\$52,191</u>
Total:		\$308,462

Public Education:

24 Homes will provide about 12 high school/middle school students and 12 elementary school students for a total of 24 students. The taxes collected by the school system are above.

Police and Fire Protection:

The proposed annexation will require basic police protection for residential, office and retail. Response time should be about the same as that to surrounding areas already in the City. The site is about 1.7 miles east of Neely Fire/EMS Station 82, about 3.5 miles from Leach Station 81 on Highway 74, and about 4 miles from Weber Station 83 on South Peachtree Parkway. Response times should be similar to other properties in the area.

#### Emergency Medical Services:

The property is 1.7 miles east from Neely EMS station 82, and 3.5 miles west from Piedmont Fayette Hospital for the event more medical services are required.

#### Transportation Facilities:

The current traffic count on Highway 54 is about 24,000 vehicles. The retail and office portion of the site will have direct access to the existing median cut on the highway which already serves the small office area directly across the highway. Right turn lanes and acceleration lanes will be provided as required by Georgia DOT.

The 24 residential homes will have a single access from Sumner Road on the north side of the property. 24 homes will produce about 120 week day trips with 9 trips at AM peak and 12 trips at the PM peak hour.

The Concept Plan illustrates internal cart paths connecting the proposed uses, along with the ability to link to the existing business along Highway 54 and connect to other existing paths along Sumner Road. The cart paths are currently planned to extended by others north along Sumner Road to the Foot Pain building.

With the retail and office elements having access from Highway 54 Sumner Road remains a residential street as will the extension to the northeast residential area of Peachtree City.

#### Utilities:

All utilities are in areas surrounding the site and should be available. There is a current plan to bring sewer service to the new Foot Pain building and Heritage Senior Living both just to the south of this site.

#### Environmental Protection

The Concept Plan respects the existing topography with the streets on ridge lines and natural drainage in greenbelts along the low areas. There are two low areas at the western edge of the site where storm water quality and detention will be constructed to protect the downstream areas. These detention areas will be landscaped as City requirements to stabilize the ground and will provide "master detention" so that some individual buildings will not require their own detention areas.

#### Recreation Program:

The commercial and office areas will have no impact on the recreation programs other than provide an increase in the tax base which can provide additional financial support for recreation programs.

The 24 residential homes will have a minor impact on City programs. The Concept Plan illustrates a small park which could contain play area for children as well as a community space for adults to gather for neighborhood events.

#### Implementation of Development plan:

The plan will most likely be developed in phases with the frontage commercial and office built first and the residential later. The water quality features and most of the paths will be built along with the first phases. Annexation gives the City input to the appearance of the buildings.



THE NEIGHBORHOOD  
NEIGHBORS

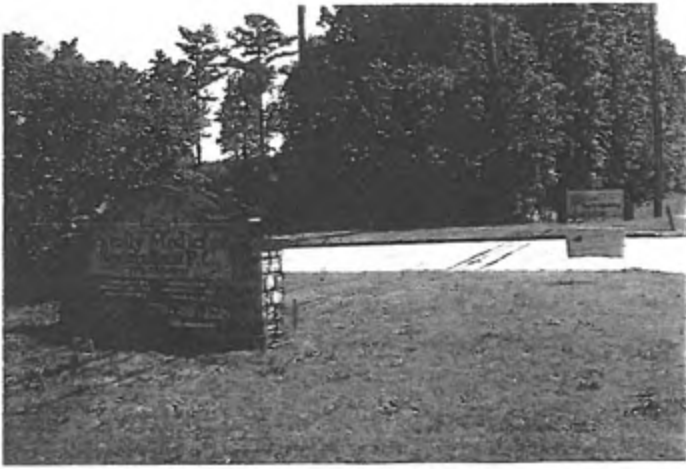




THE NEIGHBORHOOD  
SUMNER ROAD



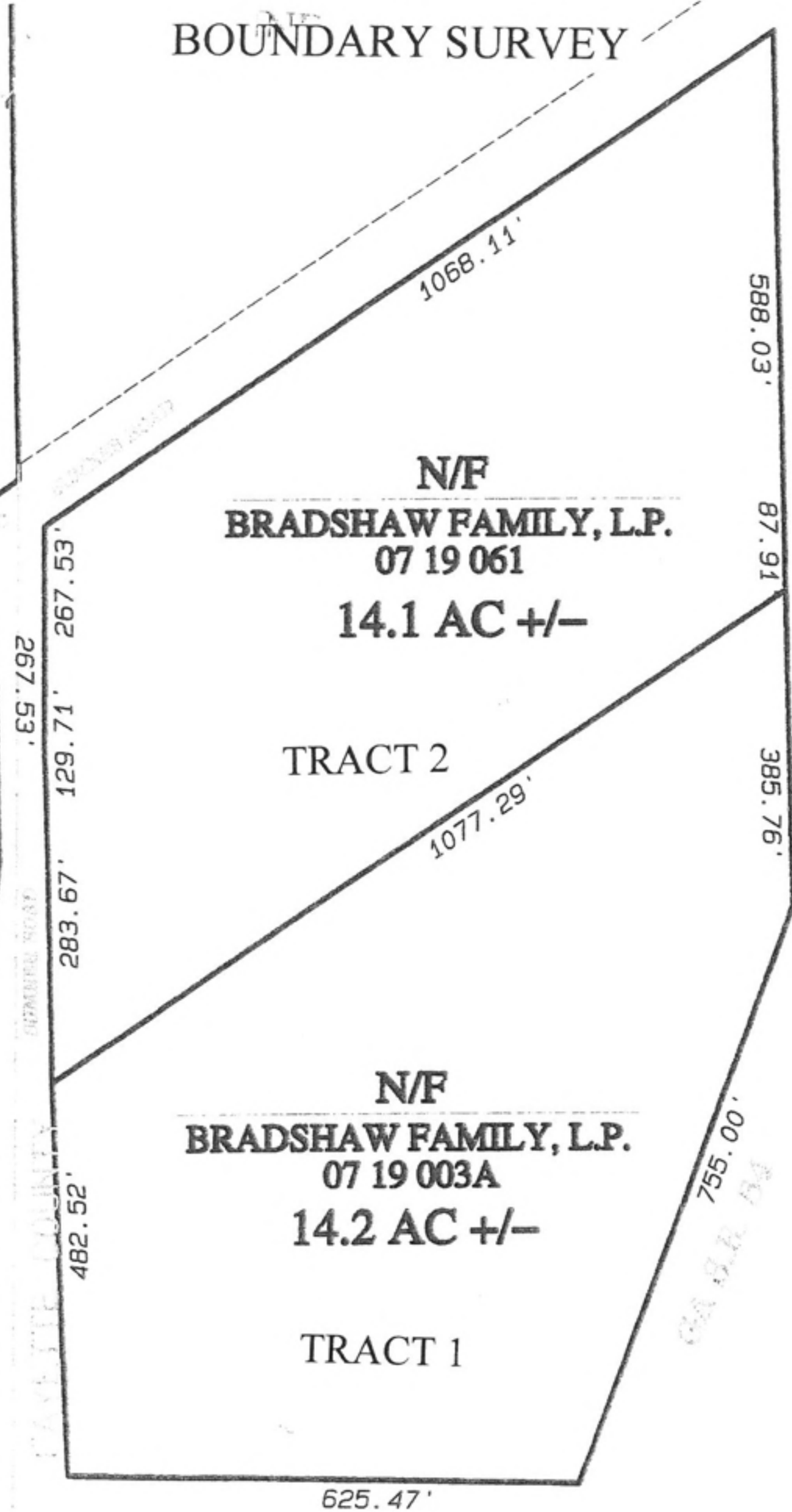




THE NEIGHBORHOOD  
HIGHWAY 54



BOUNDARY SURVEY



N/F  
BRADSHAW FAMILY, L.P.  
07 19 061  
14.1 AC +/-

TRACT 2

N/F  
BRADSHAW FAMILY, L.P.  
07 19 003A  
14.2 AC +/-

TRACT 1

# LEGAL DESCRIPTION

## Tract 1

BOOK 1315 PAGE 574

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 70 of the 7<sup>th</sup> Land District of Fayette County, Georgia and being more particularly described as follows:

Beginning at an iron pin found on the Land Lot corner common to Land Lots 91, 70, 69 and 92, said pin being on the eastern right of way of Sumner Road and being the TRUE POINT OF BEGINNING.

Thence along said right of way of Sumner Road North 01 degrees 50 minutes 58 seconds West a distance of 458.97 feet to an iron pin found;

Thence leaving said right of way North 56 degrees 13 minutes 49 seconds East a distance of 1117.70 feet to an iron pin found;

Thence South 01 degrees 42 minutes 27 seconds East a distance of 385.76 feet to an iron pin found on the western variable right of way of Ga. Hwy. 54;

Thence along said right of way South 20 degrees 09 minutes 28 seconds West a distance of 755.00 feet to an iron pin found;

Thence leaving said right of way North 88 degrees 45 minutes 51 seconds West a distance of 665.88 feet to an iron pin found, said pin being the TRUE POINT OF BEGINNING.

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

Said property contains 14.65 acres, more or less.

*A.L.B., 10/27/98*

## LEGAL DESCRIPTION

## Tract 2

BOOK 1315 PAGE 576

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 70, 7<sup>th</sup> District, Fayette County, Georgia and being more particularly described as follows:

Beginning at the intersection of the common corners of Land Lots 69, 70, 91 and 92; thence proceeding Southeasterly along the Southerly line of Land Lot 70, 20.02 feet to an iron pin set on the Easterly side of a 40 foot prescriptive easement for Sumner Road; thence proceed Northerly along Easterly side of said easement a distance of 458.97 feet to the TRUE POINT OF BEGINNING.

Thence North 01 degrees 51 minutes 03 seconds West for a distance of 56.55 feet to a point.

Thence North 01 degrees 18 minutes 06 seconds West for a distance of 123.44 feet to a point.

Thence North 03 degrees 06 minutes 16 seconds West for a distance of 88.79 feet to a point.

Thence North 03 degrees 11 minutes 10 seconds West for a distance of 364.59 feet to a point.

Thence North 00 degrees 01 minutes 00 seconds East for a distance of 24.30 feet to a point.

Thence along a curve to the right having a radius of 100.00 feet and an arc length of 44.86 feet, being subtended by a chord of North 27 degrees 41 minutes 22 seconds East for a distance of 44.48 feet to a point; thence along a curve to the right having a radius of 973.08 feet and an arc length of 13.35 feet, being subtended by a chord of North 56 degrees, 37 minutes, 24 seconds East for a distance of 13.35 feet to a point on the Southerly right of way of Sumner Road.

Thence North 56 degrees 13 minutes 49 seconds East for a distance of 1091.74 feet to a point on the Southerly right of way of Sumner Road.

Thence South 01 degrees 36 minutes 07 seconds East for a distance of 601.78 feet to an iron pin found.

Thence South 01 degrees 43 minutes 27 seconds East for a distance of 87.91 feet to an iron pin set.

Thence South 56 degrees 13 minutes 49 seconds West for a distance of 1117.70 feet to a point, said point being the TRUE POINT OF BEGINNING.

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

Said property contains 15.04 acres more or less, being more particularly described on a plat of survey prepared by Southeastern Engineers dated December 28, 1994.

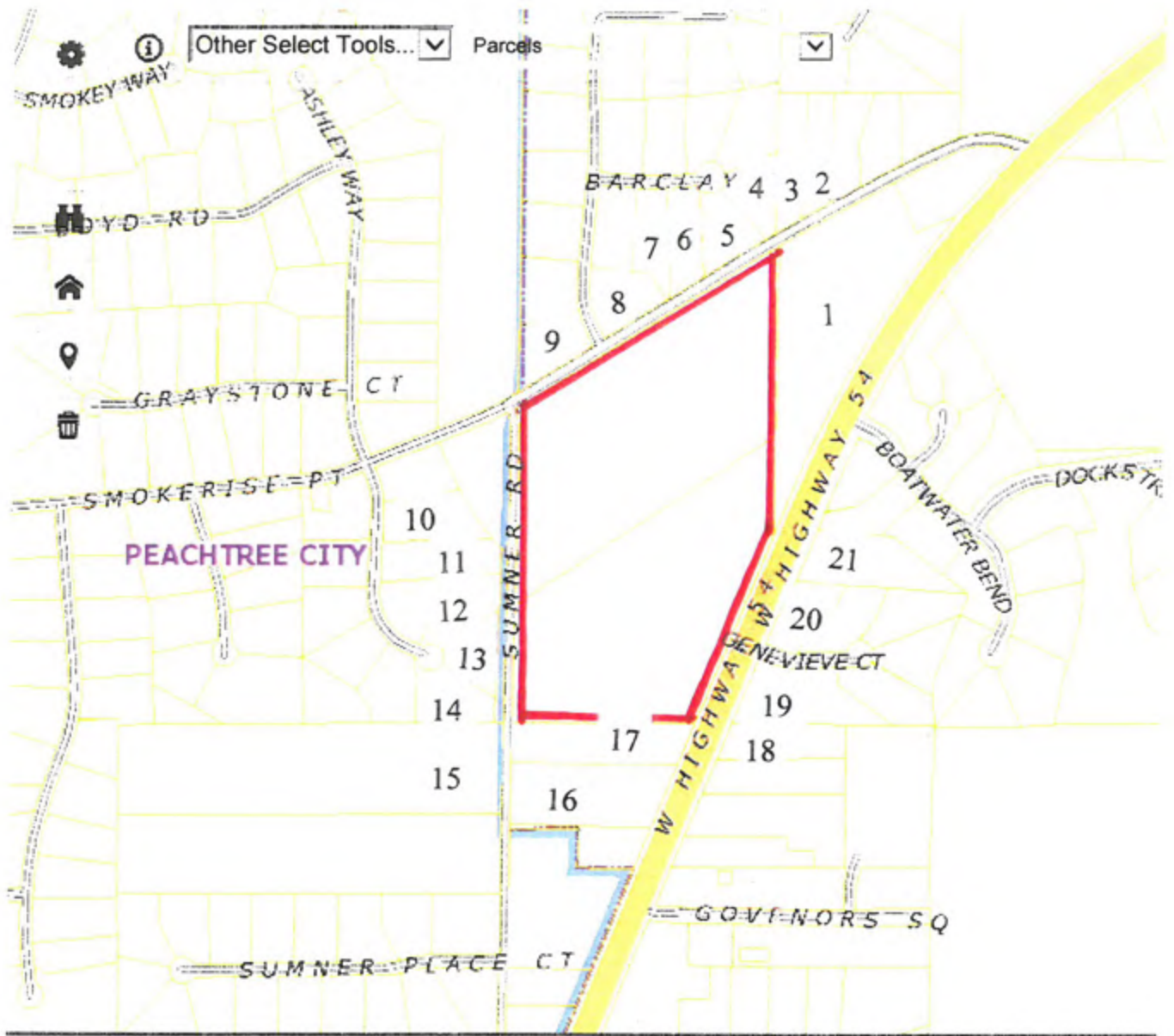
*RIB*  
10-28-98

**PROPERTY OWNERS WITHIN 200'**

**BRADSHAW ANNEXATION**

1. Parcel ID 0719021  
Mary Frances Black, 380 Gulf of Mexico Dr. #515B, Longboat Key, Florida 34228
2. Parcel ID 0719067  
Scott Zimmerman, 145 Sumner Rd. Fayetteville, GA 30214
3. Parcel ID 0719066  
James Moody, 315 White Springs Lane, Peachtree City, GA 30269
4. Parcel ID 071909006  
Paul Chan, 140 Barclay Court, Peachtree City, GA 30269
5. Parcel ID 071909005  
Dave Foster, 135 Barclay Court, Peachtree City, GA 30269
6. Parcel ID 071909004  
Susan Lynch, 125 Barclay Court, Peachtree City, GA 30269
7. Parcel ID 071909003  
Kyunghee Moon, 115 Barclay Court, Peachtree City, GA 30269
8. Parcel ID 071909001  
Thomas Gordan Carter, 105 Sedgewicke Dr. Peachtree City, GA 30269
9. Parcel ID 071909026  
Jeffery Weronick, 100 Sedgewicke Dr. Peachtree City, GA 30269
10. Parcel ID 071912002  
James Clark, 103 Hidden Springs Lane, Peachtree City, GA 30269
11. Parcel ID 071912003  
Shawn R. Abbott, 105 Hidden Springs Lane, Peachtree City, GA 30269
12. Parcel ID 071912005  
Ronald R. Cisko, 109 Hidden Springs Lane, Peachtree City, GA 30269
13. Parcel ID 071912006  
Gale A. Botwick, 1029 Peachtree Pkwy. #351, Peachtree City, GA 30269
14. Parcel ID 071912007  
Ronald W. Eifert, 110 Hidden Springs Lane, Peachtree City, GA 30269

15. Parcel ID 0719002  
James John C. Snedeker Family Trust  
273 Sumner Road, Peachtree City, GA 30269
16. Parcel ID 0719056  
Herix Royal REIT Inc. 4500 Dorr Street, Toledo, Ohio 43615
17. Parcel ID 0719041  
Randal Ransom, 145 Woodmere Lane, Fayetteville, GA 30215
18. Parcel ID 0719031  
Autera Properties, LLC 1952 Highway 54 West, Fayetteville, GA 30214
19. Parcel ID 071916001  
Leonard Ricclardi, 605 Grecken Green, Peachtree City, GA 30269
20. Parcel ID 071916002  
Family Medical Holdings LLC, 100 Genevieve Court, Fayetteville, GA 30214
21. Parcel ID 0719006  
Paula Abrams, 2427 Centennial Hill Way NW, Acworth, GA 30102



**PROPERTY OWNERS WITHIN 200'  
BRADSHAW ANNEXATION & ZONING**

FILED & RECORDED  
FAYETTE COUNTY, GA.

'98 NOV 6 PM 12 40 BOOK 1315 PAGE 572

W.A. BALLARD, CLERK

FAYETTE COUNTY, GEORGIA  
STATE ESTATE TRANSFER TAX 1.00  
DATE 11-6-98  
W.A. Ballard  
CLERK OF SUPERIOR COURT

STATE OF GEORGIA

COUNTY OF Ftwin

Please return to:  
E. Dale Dewberry  
P.O. Box 1445  
Alpharetta, GA 30009-1445

WARRANTY DEED

THIS INDENTURE is made as of October 27, 1998 between ARDATH LOYD BRADSHAW (hereinafter referred to as "Grantor") and BRADSHAW FAMILY, L.P., a Georgia Limited Partnership, 152 Lakewood Drive, Ocilla, GA 31774 (hereinafter referred to as "Grantee") ("Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits).

WITNESSETH

GRANTOR, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee all that tract or parcel of land lying and being in Land Lots 90 and 70, 7<sup>th</sup> District, Fayette County, Georgia (hereinafter referred to as the "Land") as more particularly described in the attached Exhibit "A" & Exhibit "B", which Exhibits are incorporated herein.

TO HAVE AND TO HOLD the Land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee forever in FEE SIMPLE.

AND GRANTOR WILL WARRANT and forever defend the right and title to the Land unto Grantee against the claims of all persons whomsoever, except for claims arising under or by virtue of the above exceptions.

EXECUTED under seal as of the date above.

Signed, sealed and delivered  
in the presence of:

Shirley Y. Dill  
Unofficial Witness

Lucy D. Thomas  
Notary Public  
Commission Expiration Date: 5/1/02

GRANTOR:

Ardath Loyd Bradshaw (SEAL)  
ARDATH LOYD BRADSHAW



Exhibit "A"

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 90 of the 7<sup>th</sup> Land District, City of Peachtree City, Fayette County, Georgia and being more particularly described as follows:

Beginning at a ½ inch rebar found at the Land Lot corner common the Land Lots 90, 71, 70 and 91, aforesaid District and County; said rebar being the TRUE POINT OF BEGINNING.

Thence South 89 degrees 37 minutes 05 seconds West a distance of 1029.69 feet to an iron pin found at the centerline of a ditch;

Thence following along said centerline of ditch in a northwesterly direction a distance of 1661 +/- feet to a ½ inch rebar found;

Thence leaving said ditch North 06 degrees 06 minutes 15 seconds East a distance of 278.07 feet to a ½ inch rebar found;

Thence South 89 degrees 34 minutes 35 seconds West a distance of 1002.44 feet to a point;

Thence North 01 degrees 01 minutes 42 seconds West a distance of 1559.99 feet to a ½ inch rebar found;

Thence North 88 degrees 35 minutes 54 seconds East a distance of 6.54 feet to a 5/8 inch rebar found;

Thence North 88 degrees 34 minutes 14 seconds East a distance of 2993.94 feet to a ½ inch rebar found;

Thence South 02 degrees 32 minutes 48 seconds East a distance of 2330.81 feet to a ½ inch rebar found;

Thence South 01 degrees 05 minutes 43 seconds East a distance of 118.76 feet to a ½ inch rebar found, said rebar being the TRUE POINT OF BEGINNING.

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

Said property contains 141.97 acres, more or less.

*A. L. B., 10/27/98*

BOOK 1315 PAGE 573

FILED & RECORDED  
FAYETTE COUNTY, GA.

'98 NOV 6 PM 12 41

W.A. BALLARD, CLERK

FAYETTE COUNTY, GEORGIA  
PROPERTY TRANSFER TAX 1.00  
11-1-98  
CLERK OF SUPERIOR COURT

STATE OF GEORGIA

COUNTY OF Fayette

Please return to:  
E. Dale Dewberry  
P.O. Box 1445  
Alpharetta, GA 30009-1445

WARRANTY DEED

THIS INDENTURE is made as of October 27, 1998 between R. SCOTT BRADSHAW (hereinafter referred to as "Grantor") and BRADSHAW FAMILY, L.P., a Georgia Limited Partnership, 152 Lakewood Drive, Ocilla, GA 31774 (hereinafter referred to as "Grantee") ("Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits).

WITNESSETH

GRANTOR, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee all that tract or parcel of land lying and being in Land Lot 70, 7<sup>th</sup> Land District, Fayette County, Georgia (hereinafter referred to as the "Land") as more particularly described in the attached Exhibit "A", which Exhibit is incorporated herein.

TO HAVE AND TO HOLD the Land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee forever in FEE SIMPLE.

AND GRANTOR WILL WARRANT and forever defend the right and title to the Land unto Grantee against the claims of all persons whomsoever, except for claims arising under or by virtue of the above exceptions.

EXECUTED under seal as of the date above.

Signed, sealed and delivered  
in the presence of:

Shirley J. Oull  
Unofficial Witness

Carrie J. Young  
Notary Public  
Commission Expiration Date 5/4/02

GRANTOR:

R. Scott Bradshaw (SEAL)  
R. SCOTT BRADSHAW

BOOK 1315 PAGE 575

Exhibit "A"

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 70, 7<sup>th</sup> District, Fayette County, Georgia and being more particularly described as follows:

Beginning at the intersection of the common corners of Land Lots 69, 70, 91 and 92; thence proceeding Southeasterly along the Southerly line of Land Lot 70, 20.02 feet to an iron pin set on the Easterly side of a 40 foot prescriptive easement for Sumner Road; thence proceed Northerly along Easterly side of said easement a distance of 458.97 feet to the TRUE POINT OF BEGINNING.

Thence North 01 degrees 51 minutes 03 seconds West for a distance of 56.55 feet to a point.

Thence North 01 degrees 18 minutes 06 seconds West for a distance of 123.44 feet to a point.

Thence North 03 degrees 06 minutes 16 seconds West for a distance of 88.79 feet to a point.

Thence North 03 degrees 11 minutes 10 seconds West for a distance of 364.59 feet to a point.

Thence North 00 degrees 01 minutes 00 seconds East for a distance of 24.30 feet to a point.

Thence along a curve to the right having a radius of 100.00 feet and an arc length of 44.86 feet, being subtended by a chord of North 27 degrees 41 minutes 22 seconds East for a distance of 44.48 feet to a point; thence along a curve to the right having a radius of 973.08 feet and an arc length of 13.35 feet, being subtended by a chord of North 56 degrees, 37 minutes, 24 seconds East for a distance of 13.35 feet to a point on the Southerly right of way of Sumner Road.

Thence North 56 degrees 13 minutes 49 seconds East for a distance of 1091.74 feet to a point on the Southerly right of way of Sumner Road.

Thence South 01 degrees 36 minutes 07 seconds East for a distance of 601.78 feet to an iron pin found.

Thence South 01 degrees 43 minutes 27 seconds East for a distance of 87.91 feet to an iron pin set.

Thence South 56 degrees 13 minutes 49 seconds West for a distance of 1117.70 feet to a point, said point being the TRUE POINT OF BEGINNING.

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

Said property contains 15.04 acres more or less, being more particularly described on a plat of survey prepared by Southeastern Engineers dated December 28, 1994.

EXHIBIT "B"

BOOK 1315 PAGE 574

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 70 of the 7<sup>th</sup> Land District of Fayette County, Georgia and being more particularly described as follows:

Beginning at an iron pin found on the Land Lot corner common to Land Lots 91, 70, 69 and 92, said pin being on the eastern right of way of Sumner Road and being the TRUE POINT OF BEGINNING.

Thence along said right of way of Sumner Road North 01 degrees 50 minutes 58 seconds West a distance of 458.97 feet to an iron pin found;

Thence leaving said right of way North 56 degrees 13 minutes 49 seconds East a distance of 1117.70 feet to an iron pin found;

Thence South 01 degrees 42 minutes 27 seconds East a distance of 385.76 feet to an iron pin found on the western variable right of way of Ga. Hwy. 54;

Thence along said right of way South 20 degrees 09 minutes 28 seconds West a distance of 755.00 feet to an iron pin found;

Thence leaving said right of way North 88 degrees 45 minutes 51 seconds West a distance of 665.88 feet to an iron pin found, said pin being the TRUE POINT OF BEGINNING.

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

Said property contains 14.65 acres, more or less.

*A.L.B., 10/27/98*



Please use blue or black ink to fill out this form.

## REZONING PERMIT APPLICATION

153 Willowbend Rd, Peachtree City, GA 30269  
P: 770-487-5731 F: 770-631-2552  
[WWW.PEACHTREE-CITY.ORG](http://WWW.PEACHTREE-CITY.ORG)

**Fee: \$600 + \$50/acre**  
 Receipt # \_\_\_\_\_  
 Date Filed \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
 Case # \_\_\_\_\_  
 Office Use Only

<b>SITE LOCATION</b>	Address <u>HIGHWAY 54 EAST AT SUMNER RD.</u>  Proposed Use: <u>RESIDENTIAL, OFFICE &amp; COMMERCIAL</u>  <b>Site in which Village:</b> <input type="checkbox"/> Aberdeen <input type="checkbox"/> Braelinn <input checked="" type="checkbox"/> Glenloch <input type="checkbox"/> Kedron <input type="checkbox"/> Wilksmoor <input type="checkbox"/> Industrial	<b>SITE INFORMATION</b>	Parcel #(s) <u>0719061</u> <u>0719003A</u>  Existing Zoning <u>COUNCIL: AR</u> Proposed Zoning <u>PTL: LDR, OI &amp; GC</u> Property Size: <u>1,232,748</u> <u>1.283</u> <small>Square Feet Acres</small>
<b>APPLICANT</b>	Name <u>JERRY PETERSON</u> Address <u>616 WINGSPIREAD</u> City, State, Zip <u>PEACHTREE CITY, GA 30269</u> Phone # <u>770 487 9124</u> Email <span style="background-color: black; color: black;">[REDACTED]</span>	<b>OWNER</b>	Name <u>BRADSHAW FAMILY LLLP</u> Address <u>251 SMOKERISE TRACE</u> City, State, Zip <u>PEACHTREE CITY, GA 30269</u> Phone # <u>770 486-1358</u> Email <span style="background-color: black; color: black;">[REDACTED]</span>

<b>IMPACTED AREAS</b>		<b>Sq ft   Acres</b>	<b>Total acres ± Impacted acres</b>	<b>LAND USE &amp; ZONING</b>	Please record all surrounding property within 200ft of site		
	Disturbed Area	Square Feet   Acres	NA   NA %		North	Land Use: <u>RESID</u>	Zoning: <u>R.50</u>
	Impervious Area	Square Feet   Acres	%		East	<u>OFFICE</u>	<u>AR &amp; OI</u>
	Open Space & Greenbelts	Square Feet   Acres	%		South	<u>COMMERCIAL</u>	<u>CC</u>
				West	<u>RESID.</u>	<u>R.43</u>	

<b>LOCATION OF</b>	Entrance to Site: <u>COMM. &amp; OFFICE FROM GA HWY 54 / RESID FROM SUMNER RD, NORTH</u> Tree Save and Landscape Buffers: <u>ADJACENT TO SUMNER RD.</u> Other Buffers: <u>SEPARATE RESID. FROM OFFICE / HIGHWAY 54 SETBACKS</u> Greenbelts (to be dedicated to the city): <u>OPEN SPACE AS SHOWN</u> Multi-Use Path Connections: <u>INTERIOR CONNECTIONS &amp; CONNECTED TO ADJACENT PARKS</u> Historical Resources: <u>NA</u> Natural Features: <u>WOODED SITE, DRAINAGE TO WEST</u> Stormwater Retention: <u>TWO AREAS ON SITE, PLUS INDIV. BUILDING.</u>
--------------------	--

<b>BUILDING INFORMATION</b>	Building type: _____ Hrs of operation: _____ to <u>NA</u> # of stories: _____ Building height: _____ Floor Area (Sq ft) Existing   Proposed # of dwelling units: _____ Units/acre: _____ # of employees: Existing   Proposed	Briefly describe proposed use of property: <small>(A separate detailed report is still required to be attached to this application)</small> <u>MIXED USE INCLUDING S.F. RESIDENTIAL,</u> <u>COMMERCIAL AND OFFICE</u> <u>PROPOSED TO ANNEX AND DEVELOPE</u>
	Parking: _____   _____   _____   _____ <small># Required # Existing # Proposed # Previous</small>	

<b>TYPE OF CONSTRUCTION</b>	Structural Material: <input type="checkbox"/> Wood <input type="checkbox"/> Metal <input type="checkbox"/> Concrete <input type="checkbox"/> Brick <input type="checkbox"/> Other _____ Roof Material: <input type="checkbox"/> Metal <input type="checkbox"/> Tar <input type="checkbox"/> Shingles <input type="checkbox"/> Slate <input type="checkbox"/> Other <u>NA</u> Interior Finish: <input type="checkbox"/> Drywall <input type="checkbox"/> Wood <input type="checkbox"/> Concrete <input type="checkbox"/> Stucco <input type="checkbox"/> Other _____ Exterior Finish: <input type="checkbox"/> Wood <input type="checkbox"/> Metal <input type="checkbox"/> Concrete <input type="checkbox"/> Brick <input type="checkbox"/> Other _____	<b>SETBACKS</b>		<b>Required</b>	<b>Proposed</b>
	Front (Building)		_____ ft	<u>AS ZONE</u> ft	
	Front (Parking)		_____ ft	_____ ft	
	Side		_____ ft	_____ ft	
	Rear		_____ ft	_____ ft	

TRANSPORTATION INFORMATION	Name of access or adjacent street	# of access points	ROW width (ft)	Pavement width (ft)	# of lanes	Paved? (Y or N)	Roadway design capacity <sup>1</sup>	Traffic volume (ADT) <sup>2</sup>	Est. traffic generated (ADT) <sup>3</sup>
	GA. HWY 54	2	150'		4	Y			
	SUMNER ROAD	1	80'		2	Y			
<b>Estimated traffic generated by heavy vehicles:</b>				<small><sup>1</sup> See GADOT Highway Capacity Manual <sup>2</sup> See GADOT Traffic Survey Unit (ADT - Average Daily Traffic)  <sup>3</sup> Base on Institute of Transportation Engineers ratios - ratio used for estimate (e.g., x trips per yr)</small>					
Types of vehicles(s): _____							ADT: _____		
<small>(vehicles other than automobiles and light trucks - Delivery, Waste, Equipment trucks, etc)</small>									

UTILITIES & SERVICES INFO	Solid waste collection: _____		<b>** Please attach letters from utilities indicating that their services can support the proposed development **</b>	
	Natural gas: <u>NA</u>			Water supply:
Electrical Service: _____	Underground? <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Individual Well(s) <input type="checkbox"/> Community System <input checked="" type="checkbox"/> Municipal System: (Fayette County Water Dept)		_____
Telephone Service: _____	Underground? <input type="checkbox"/> Yes <input type="checkbox"/> No	Wastewater collection/treatment:		Estimated total wastewater discharge (gpd):
Cable TV Service: _____	Underground? <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Individual Onsite <input type="checkbox"/> Community System <input checked="" type="checkbox"/> Municipal System: (Peachtree City WASA)		_____

FIRE INFORMATION	Automatic Fire Sprinklers:		Briefly describe daily operations:	
	<input type="checkbox"/> Yes <input type="checkbox"/> No, why? _____			(A separate detailed report is still required to be attached to this application)
Automatic Fire Alarm:			_____	
<input type="checkbox"/> Yes <input type="checkbox"/> No, why? _____			_____	
# of Fire Hydrants: _____	Existing	Proposed	_____	
<b>Hazardous Material On Site?</b> <small>(If yes, describe type and method of storage to the right:)</small>		<input type="checkbox"/> Yes <input type="checkbox"/> No	Material(s): _____	Storage: _____

With the signing and submittal of this application, the property owner authorizes the Peachtree City Staff to enter onto the subject property to collect data and other information in order to accurately prepare reports or other documentation for review by the Planning Commission and City Council.

By signing below I hereby certify that the above listed information and the accompanying materials as requested are accurate.

Applicant Signature: [Signature] Date: 5-11-15

Property Owner Signature: [Signature] Date: 5-11-15

**Please complete the attached checklist.**

**OFFICE ONLY**

This request, along with the required fee and supplemental documents, has been properly submitted and is hereby accepted for consideration by the Planning Commission and the City Council:

Signature: David E. Rost Date: 07-20-15

Date & Time of Planning Commission Public Hearing: 08-10-15

Date of City Council Public Hearing: 08-20-15 Case Number: \_\_\_\_\_

## **EXHIBIT C**

# **Commissioner Randy Ognio's recommendation**

## Floyd Jones

---

**From:** Randy Ognio [REDACTED]  
**Sent:** Monday, July 27, 2015 8:36 AM  
**To:** Steve Rapson; Floyd Jones; Charles Oddo  
**Subject:** Peachtree City Annexation  
**Attachments:** Mr Randy C Ognio.vcf; DSC\_1021.JPG; DSC\_1022.JPG; DSC\_1025.JPG

Peachtree City Annexation

I think we need to look hard at what developers propose. Looking back at the annexation that was approved back in September of 2012 there are a couple of things that stand out. This property across highway 74 from Redwine Road had two outparcels that were to be office institutional. I have attached the backup information sent to the County Commissioners. In this information the outparcels are mentioned throughout the information. Multiple layouts showing the outparcels. The very last page the layout shows the outparcels but they added "FUTURE PHASE" on that layout. Now that this development is being constructed there does not seem to be any advertisement by the owner to sell these outparcels. Every residential lot has a for sale sign but nothing on the commercial lots. As a matter of fact in one of the curb cuts they install a large concrete base with mail boxes. It looks as though they hope these outparcels will be forgotten.

The other issue in this annexation request it said "Cart paths are proposed to connect with Meade Field, Starr's Mill Academy (if the property owner desires), and Brechin Park as shown on concept plan. Basically I don't see any cart paths in the concept plan I would think that Peachtree city would have insisted on these connections to expand on their legacy golf cart community.

Going back to the annexation application it states that "The proposed development will support the economic value of property within the city by providing a high-quality residential and office development that complements and enhances the economic vitality of the existing residential and commercial development in the area, provides an increased customer base for the nearby commercial development at Wilshire Pavilion, provides additional tax revenues to support city services, provide job opportunities, and creates an expanded customer base for city utilities." Looks like this is not all true at this point.

How long will this be a Future Phase? This terminology gives them a long term pass. I understand that developers do this to get the most out of their investment but we need to hold them to their concepts if we don't it is no one's fault but our own. There needs to be ways to follow up on these details.

Future annexations should be well defined along with city and county expectations.

*Thank you,*  
Randy C. Ognio  
Fayette County Commissioner District 2  
[rognio@fayettecountyga.gov](mailto:rognio@fayettecountyga.gov)  
Phone (678) 414-7952  
Fax (770) 996-8502









## **EXHIBIT D**

**City of Peachtree City's Annexation  
Request of 77.10 Acres presented to the  
Board of Commissioners on September 13,  
2012**

August 28, 2012

**SENT VIA CERTIFIED MAIL**

Mr. Herb Frady, Chairman  
Fayette County Board of Commissioners  
140 Stonewall Avenue, Suite 100  
Fayetteville, GA 30214

**Re: Consider request from Southern Pines Plantation Commercial Group, LLC to annex a 77.10-acre tract of land currently located within unincorporated Fayette County and to rezone the property for residential and office use.**

Dear Mr. Frady:

This letter is to inform you that we are in receipt of an annexation request from Southern Pines Plantation Commercial Group, LLC for a 77.10-acre tract of land located immediately south of and adjoining the Meade Field Recreation Complex in Peachtree City. The Applicant is requesting that the property be rezoned to accommodate no more than 90 single-family detached residential lots. In addition, **the Applicant is requesting that two outparcels adjacent to SR 74 be zoned to O1 Office Institutional.** The proposed Land Use Designation would be SFM Single-family Medium Density and OFF Office.

This letter has been sent to you by certified mail, return receipt requested, within five (5) business days of acceptance in accordance with O.C.G.A. §36-36-6 and §36-36-9. The Applicant has requested that the following tracts be annexed:

All that tract or parcel of land lying and being in Land Lots 17 and 18 of the 6<sup>th</sup> District of Fayette County, Georgia, and being more particularly described as follows:

Beginning at the point of intersection of the southerly right-of-way line of State Highway #74 (right-of-way varies) with the westerly land lot line of Land Lot 18; Thence along said right-of-way North 85 degrees 30 minutes 07 seconds East for a distance of 119.87 feet to a point; Thence along a curve to the right having a radius of 5925.00 feet and an arc length of 278.29 feet, being subtended by a chord of North 86 degrees 50 minutes 51 seconds East for a distance of 278.27 feet to a point; Thence South 01 degrees 48 minutes 25 seconds East for a distance of 81.00 feet to a point; Thence along a curve to the right having a radius of 5844.00 feet and an arc length of 97.40 feet, being subtended by a

**Southern Pines Plantation Commercial Group, LLC**

August 28, 2012

Page 2

chord of North 88 degrees 40 minutes 14 seconds East for a distance of 97.40 feet to a point; Thence North 00 degrees 51 minutes 07 seconds West for a distance of 81.00 feet to a point; Thence along a curve to the right having a radius of 5925.00 feet and an arc length of 842.31 feet, being subtended by a chord of South 86 degrees 46 minutes 45 seconds East for a distance of 841.60 feet to a point; Thence along a curve to the right having a radius of 1289.00 feet and an arc length of 42.56 feet, being subtended by a chord of South 81 degrees 45 minutes 39 seconds East for a distance of 42.56 feet to a point; Thence South 33 degrees 40 minutes 08 seconds East for a distance of 69.43 feet to a point; Thence South 77 degrees 03 minutes 20 seconds East for a distance of 68.12 feet to a point; Thence North 58 degrees 58 minutes 52 seconds East for a distance of 68.79 feet to a point; Thence along a curve to the right having a radius of 1289.00 feet and an arc length of 382.73 feet, being subtended by a chord of South 64 degrees 49 minutes 55 seconds East for a distance of 381.33 feet to a point; Thence South 84 degrees 46 minutes 46 seconds West for a distance of 149.10 feet to a point; Thence South 26 degrees 08 minutes 45 seconds West for a distance of 27.34 feet to the northerly line of the parcel described in deed book 2003 page 140; Thence leaving said right-of-way, along said northerly line, North 89 degrees 14 minutes 54 seconds West for a distance of 41.55 feet to northwest corner of said parcel; Thence along the westerly line of said parcel South 00 degrees 43 minutes 14 seconds West for a distance of 550.05 feet to the southwest corner of said parcel; Thence along the south line of said parcel South 89 degrees 34 minutes 16 seconds East for a distance of 248.63 feet to a 1" iron rod; Thence leaving said south line, along the west line of lots 6,7,8 and 14 of Brechin Park as recorded in plat book 31 page 170 Fayette County records, South 00 degrees 46 minutes 23 seconds West for a distance of 1026.58 feet to a point; Thence leaving said west line, along the north line of lands now or formerly owned by Starville Development, and the north line of lots 15,16,23,24,26 and 27 of said Brechin Park North 89 degrees 51 minutes 08 seconds West for a distance of 1934.72 feet to a 24" gum tree on the west line of land lot 17; Thence along the west line of land lots 17 and 18, North 00 degrees 40 minutes 16 seconds East for a distance of 1837.19 feet to the Point of Beginning.

Said above tract having an area of 77.10 acres, all as being shown on an ALTA plat of survey dated 7-27-2010 as prepared by Integrated Science & Engineering for Casey Investment Group & Chicago Title Insurance Company.

Public Hearings to consider this request have been scheduled for the September 10, 2012 Planning Commission meeting and the October 4, 2012 City Council meeting.

**Southern Pines Plantation Commercial Group, LLC**

August 28, 2012

Page 3

Should you have any questions, please do not hesitate to contact me at (770) 487-5731.

Sincerely,

*David E. Rast*

David E. Rast, ASLA

Planning and Zoning Administrator

*Attachments*

cc: Mayor and Council Members  
Planning Commission  
Directors and Chiefs  
Ted Meeker                      City Attorney  
Dr. Jeff Bearden                Fayette County Board of Education  
David Kirk                        Troutman Sanders, LP  
Trovis B. Griffith                Southern Pines Plantation Commercial Group, LLC  
Donno Black                      Scarbrough and Rolader Development  
file







6501 Peake Road  
 Building 350  
 Macon, Georgia 31210  
 (478) 477-0300  
 Fax (478) 477-2111  
 www.sppcommercial.com

Southern Pines Plantation Commercial Group, LLC  
 6501 Peake Rd, Suite 350  
 Macon, GA 31210

May 24, 2012

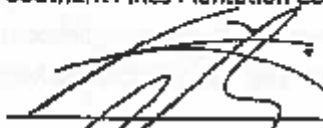
Peachtree City Planning and Development  
 153 Willowbend Rd  
 Peachtree City, GA 30269

RE: Annexation Application for Parcel 0603 006, being 75.93 acres on Hwy 74

We, the property owners of the subject tract, wish to make application for the annexation of this property into the city limits of Peachtree City.

Further, David Kirk, Troutman Sanders, PC will represent Southern Pines Plantation Commercial Group, LLC as agent for the purposes of this application.

Southern Pines Plantation Commercial Group, LLC

  
 Travis B. Griffith, Manager



Notary, My Commission Expires 4/27/2015



Acquisitions • Development • Sales • Leasing • Management



## STEP II - ANNEXATION APPLICATION

### The Gates

- I. See Attached "Annexation Request Form"
- II. See Attached "Rezoning Application Package".
- III. The property is contiguous along its entire western boundary being +/- 1837 lf per a ATLA/ASCM Land Title Survey prepared by Integrated Science and Engineering dated 7-27-10. The applicant proposes to annex the property using the "100% method" as the applicant requesting annexation is the sole owner of the property to be annexed.
- IV. See Attached "Owner's Certification"
- V. See attached Boundary Survey. See attached Legal Description
  1. Existing zoning classifications. See attached boundary survey
  2. Names and addresses of adjoiners. See attached boundary survey and attached list.
  3. 1" = 800' location map. See attached
  4. Aerial Photograph. See attached
  5. 1" = 800' proposed zoning districts. See attached.
  6. Major natural geographic and cultural features: Line Creek lies to the south of the property forming the county line between Coweta and Fayette counties.
  7. Public Services presently available to the property: Georgia Power, Atlanta Gas Light, Comcast Cable, AT&T Phone, Fayette County Water. PTC Sewer (WASA) has verified that there is sufficient capacity to serve the property and had expressed the willingness to do so. WASA has participated in discussions regarding a regional pump station to serve this project, together with Meade Field and the Sommersby project (proposed).
  8. Public facilities on or near the property, within 1 mile: Starr's Mill High, Rising Starr Middle, Peeples Elementary School Complex, Fayette County Animal Shelter, Meade Field, Fayette County Recycling Facility, Peachtree City Water and Sewer Facility.
  9. Additional studies and reports: none
  10. Acreage: 77.1 acres
    - Density: +/- 1.2 units per acre
    - Population at Buildout: approximately 270 persons
  11. Tie to major thoroughfare system. The property fronts on Highway 74 at Redwine Rd with existing signalization. The signalization will be upgraded to add a fourth side to the light, serving the neighborhood.

Cart paths are proposed to be connect with Meade Field, Starr's Mill Academy (if the property owner desires), and Brechin Park as shown on the concept plan.

12. **Relation to City Land Use Plan.** The Gates will provide a logical and reasonable transition between the Wilshire ¼ ac to 1/3 acre lots of Wilshire Estate and Brechin Park's 1 ac lots. The addition of residents to the area will support existing commercial uses at Wilshire Pavillon.

13. **Consistency with the City's annexation policy** - The proposed annexation will support the following guiding principles for annexation, as stated in Section 704 of the City's Zoning Ordinance:

(a) **Support and enhance the economic value and environmental control of property within the city limits.** The proposed development will support the economic value of property within the city by providing a high-quality residential and office development that complements and enhances the economic vitality of the existing residential and commercial development in the area, provides an increased customer base for the nearby commercial development at Wilshire Pavilion, provides additional tax revenues to support city services, provides job opportunities, and creates an expanded customer base for city utilities. The proposed development will support and enhance environmental control of property within the city by providing a dedicated greenbelt, protecting stream corridors and wetlands through water quality and channel protection measures, establishment and protection of stream and wetland buffers, and careful site design.

(b) **Primary consideration will be given to complementary zoning within the current land use plan of the city and contiguous jurisdictions.** Priority will be given to raw land that can be developed consistent with current city standards. The Applicant respectfully submits that the proposed development, consisting of single-family detached dwellings and an office component, is wholly consistent with adjacent land uses (consisting of single-family residential, small medical office, schools, recreational fields, and commercial development) in both the City of Peachtree City and in unincorporated Fayette County. The property consists entirely of raw, undeveloped land which may be developed in a manner that is entirely consistent with current city standards.

(c) **It is desirable, but not essential, that all property have natural boundaries, but in no instance create unnatural division for convenience sake.** The Applicant seeks to annex the entire parcel and not some portion thereof. Natural

boundaries exist on all sides of the subject property as a result of previously developed parcels, public improvements, and natural features.

14. a) **Tax base:** The addition of 90 homes to the tax base will substantially increase the tax base for this property. The 2011 tax bill for the property was \$18,742. Ninety houses will generate approximately \$360,000 or about \$4000 per house in property taxes.
- b) **Public Education:** The neighborhood is located across Highway 74 from the Starr's Mill High School, Rising Starr Middle and Peeples Elementary Schools. All three schools have ample capacity to educate the additional students in the proposed neighborhood. In fact, attendance has been falling for a number of years.
- c) **Police and Fire protection:** The property is currently covered by Fayette Fire and Police as it will be if annexed.
- d) **Emergency Medical Services:** The property is currently covered by Fayette EMS as it will be if annexed.
- e) **Transportation facilities:** The property is accessed by Highway 74, a divided 4-lane State Highway. The proposed entrance will be aligned with the existing stop light at Redwine Rd. The light will be upgraded from a 3-way light to a 4-way light.
- f) **Utilities:** The site is serviced by AT&T phone, Comcast Cable, Atlanta Gas Light, Georgia Power.
- g) **Environmental Protection:** Wetlands have been located and will be preserved (see conceptual plan). These will be mainly left undisturbed except for 2 perpendicular crossings. A number of water quality ponds will be constructed to protect streams from direct runoff from construction areas.
- h) **Recreation Program:** In addition to the numerous activities provided by the Fayette County Recreation Dept, and Peachtree City facilities, such as Meade Fields, the BMX track, the Soccer complex, the development will have an amenity area with a pool.

**Step Two: Annexation request form**

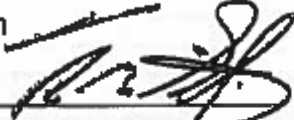
The following information is required in order to prepare a detailed analysis of the proposed annexation, a schematic master plan of the proposed development, and a more informed recommendation that will ultimately be considered by other governmental agencies, the Planning Commission and City Council.

A formal request is hereby being made to annex the following described property into the city limits of Peachtree City:

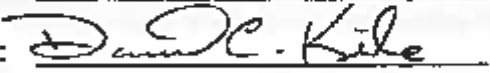
This request for annexation is being made for the following reasons:

I certify that I am the owner, or duly authorized agent of the owner, of the property described above, and that I have submitted all information and documents required to properly evaluate this request:

Owner (print): Travis Griffith Date: 7/9/12

Owner (signature): 

Agent (print): DAVID C. KIRK Date: 8/14/2012

Agent (signature): 

**To be completed by the City of Peachtree City:**

This request, along with the required supplemental information and documents, has been properly submitted, and is hereby accepted for consideration by the Planning Commission and the City Council.

Date of acceptance: \_\_\_\_\_

Request number: \_\_\_\_\_

City Planner: \_\_\_\_\_ Date: \_\_\_\_\_

City Clerk: \_\_\_\_\_ Date: \_\_\_\_\_

Public Hearing -- Planning Commission: \_\_\_\_\_ Date: \_\_\_\_\_

Public Hearing -- City Council: \_\_\_\_\_ Date: \_\_\_\_\_



**CERTIFICATION**

I, Travis Griffith, Manager of Southern Pine Plantations Commercial Group, LLC, owner of a property seeking annexation (Parcel 0606-006) by the City of Peachtree City, hereby certify that I am aware of, and authorize this annexation request. Further, I am aware that Peachtree City has a Comprehensive Plan, a Land Use Plan, an annexation procedure, a Zoning Ordinance, and land use regulations which govern the use, development, site planning, and landscaping of property within the city limits, and the employment of signs thereon.

Further, I appoint David Kirk, Troutman Sanders, LLP as its agent for the purposes of this annexation.

Signed, this 9<sup>th</sup> day of July, 2012.

Southern Pine Plantations Commercial Group, LLC

  
Travis Griffith, its Manager





TRANSPORTATION INFORMATION	Name of access or adjacent street	# of access points	ROW width (ft)	Pavement width (ft)	# of lanes	Paved? (Y/N)	Roadway design capacity <sup>1</sup>	Traffic volume (ADT) <sup>2</sup>	Est. traffic generated (ADT) <sup>3</sup>
Estimated traffic generated by heavy vehicles:				<small><sup>1</sup> See ADOT Heavy Capacity Manual    <sup>2</sup> See ADOT Traffic Volume Manual (ADT) - Average Daily Traffic  <sup>3</sup> Estimate based on the proposed project needs - see the ADOT Manual (see ADOT Manual)</small>					
Types of vehicles(s): _____ <small>(Trucks other than snowplows and light trucks - Delivery, Waste, Equipment Trucks, etc)</small>							ADT: _____		

UTILITIES & SERVICES INFO	Solid waste collection: _____		Natural gas: _____		Electrical Service: _____		Telephone Service: _____		Cable TV Service: _____		* * Please attach letters from utilities indicating that their services can support the proposed development. * *		
	Underground?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Underground?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Underground?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Underground?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Underground?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Estimated total water demand (gpd):	_____	Estimated total wastewater discharge (gpd):
Water supply:						Wastewater collection/treatment:		Briefly describe daily operations: <small>(A separate detailed report is not required to be attached to this application)</small>					
<input type="checkbox"/> Individual Well(s) <input type="checkbox"/> Community System						<input type="checkbox"/> Individual Onsite <input type="checkbox"/> Community System		_____					
<input type="checkbox"/> Municipal System (Fayette County Water Dept)						<input type="checkbox"/> Municipal System (Peachtree City WWSA)		_____					

FIRE INFORMATION	Automatic Fire Sprinklers:		Automatic Fire Alarms:		# of Fire Hydrants:		Hazardous Material On Site?		
	<input type="checkbox"/> Yes <input type="checkbox"/> No, why?	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No, why?	_____	_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	Material(s): _____

With the signing and submittal of this application, the property owner authorizes the Peachtree City Staff to enter onto the subject property to collect data and other information in order to accurately prepare reports or other documentation for review by the Planning Commission and City Council.

By signing below I hereby certify that the above listed information and the accompanying materials as requested are accurate.

Applicant Signature:  Date: 8/14/2012  
Property Owner Signature:  Date: 7-9-12

Please complete the attached checklist.

OFFICE ONLY

This request, along with the required fee and supplemental documents, has been properly submitted and is hereby accepted for consideration by the Planning Commission and the City Council:

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

Date & Time of Planning Commission Public Hearing: \_\_\_\_\_

Date of City Council Public Hearing: \_\_\_\_\_ Case Number: \_\_\_\_\_

**CERTIFICATION**

I, Travis Griffith, Manager of Southern Pine Plantations Commercial Group, LLC, owner of a property seeking annexation (Parcel 0606-006) by the City of Peachtree City, hereby certify that I am aware of, and authorize this annexation request. Further, I am aware that Peachtree City has a Comprehensive Plan, a Land Use Plan, an annexation procedure, a Zoning Ordinance, and land use regulations which govern the use, development, site planning, and landscaping of property within the city limits, and the employment of signs thereon.

Further, I appoint David Kirk, Troutman Sanders, LLP as its agent for the purposes of this annexation.

Signed, this 9<sup>th</sup> day of July, 2012.

Southern Pine Plantations Commercial Group, LLC

  
\_\_\_\_\_  
Travis Griffith, its Manager

THIS SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING ACT OF 1908, AS AMENDED, AND THE RULES AND REGULATIONS THEREUNDER.



THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANTS, AND THE RESULTS THEREOF ARE HEREBY CERTIFIED TO BE TRUE AND CORRECT.

DATE OF SURVEY: 1988  
SURVEYOR: [Name]

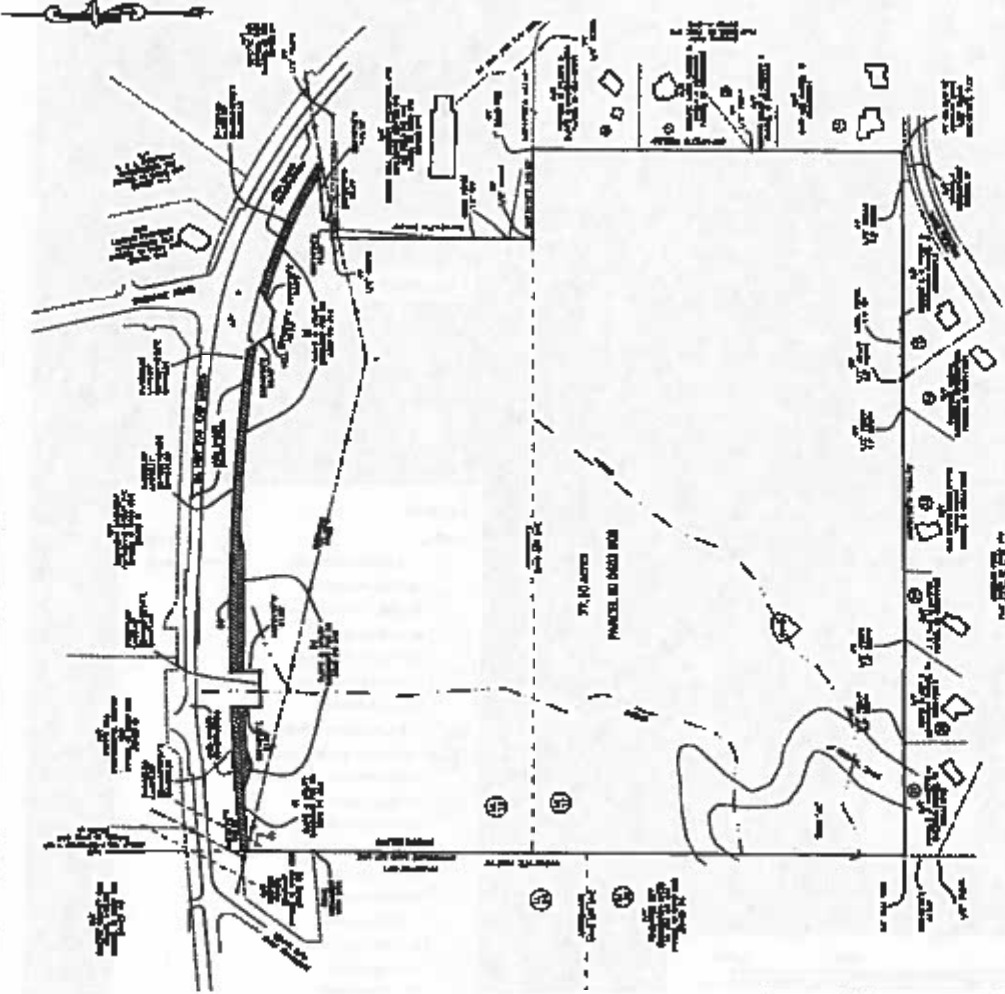
THIS SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING ACT OF 1908, AS AMENDED, AND THE RULES AND REGULATIONS THEREUNDER. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANTS, AND THE RESULTS THEREOF ARE HEREBY CERTIFIED TO BE TRUE AND CORRECT.

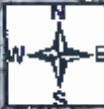
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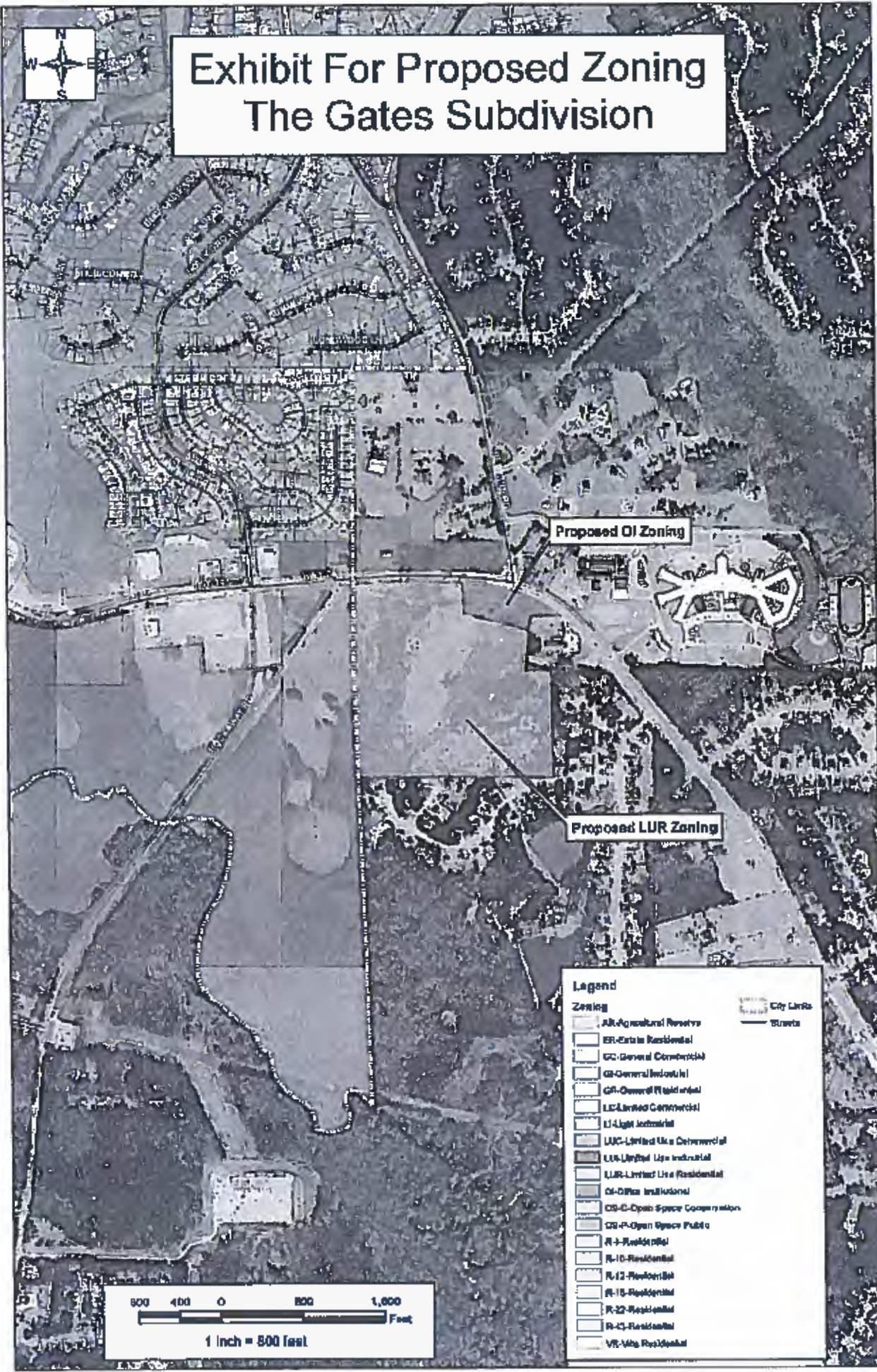
THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANTS, AND THE RESULTS THEREOF ARE HEREBY CERTIFIED TO BE TRUE AND CORRECT.

DATE OF SURVEY: 1988  
SURVEYOR: [Name]





# Exhibit For Proposed Zoning The Gates Subdivision



Proposed OI Zoning

Proposed LUR Zoning

- Legend**
- Zoning**
- AR-Agricultural Reserve
  - ER-Estate Residential
  - GC-General Commercial
  - GI-General Industrial
  - GP-General Planned
  - LC-Limited Commercial
  - LI-Light Industrial
  - LUC-Limited Use Commercial
  - LUI-Limited Use Industrial
  - LUR-Limited Use Residential
  - OI-Office Institutional
  - OS-C-Open Space Conservation
  - OS-P-Open Space Public
  - R-3-Residential
  - R-10-Residential
  - R-12-Residential
  - R-15-Residential
  - R-22-Residential
  - R-43-Residential
  - VR-Village Residential
- City Limits  
Streets

800 400 0 800 1,600 Feet  
1 inch = 500 feet

## PROPERTY DESCRIPTION

All that tract or parcel of land lying and being in land Lots 17 and 18 of the 6th District, Fayette County, Georgia and being more particularly described as follows:

Beginning at the point of intersection of the southerly right-of-way line of State Highway #74 (right-of-way varies) with the westerly land lot line of Land Lot 18;

Thence along said right-of-way North 85 degrees 30 minutes 07 seconds East for a distance of 119.87 feet to a point;

Thence along a curve to the right having a radius of 5925.00 feet and an arc length of 278.29 feet, being subtended by a chord of North 86 degrees 50 minutes 51 seconds East for a distance of 278.27 feet to a point;

Thence South 01 degrees 48 minutes 25 seconds East for a distance of 81.00 feet to a point;

Thence along a curve to the right having a radius of 5844.00 feet and an arc length of 97.40 feet, being subtended by a chord of North 88 degrees 40 minutes 14 seconds East for a distance of 97.40 feet to a point;

Thence North 00 degrees 51 minutes 07 seconds West for a distance of 81.00 feet to a point;

Thence along a curve to the right having a radius of 5925.00 feet and an arc length of 842.31 feet, being subtended by a chord of South 86 degrees 46 minutes 45 seconds East for a distance of 841.60 feet to a point;

Thence along a curve to the right having a radius of 1289.00 feet and an arc length of 42.56 feet, being subtended by a chord of South 81 degrees 45 minutes 39 seconds East for a distance of 42.56 feet to a point;

Thence South 33 degrees 40 minutes 08 seconds East for a distance of 69.43 feet to a point;

Thence South 77 degrees 03 minutes 20 seconds East for a distance of 68.12 feet to a point;

Thence North 58 degrees 58 minutes 52 seconds East for a distance of 68.79 feet to a point;

Thence along a curve to the right having a radius of 1289.00 feet and an arc length of 382.73 feet, being subtended by a chord of South 64 degrees 49 minutes 55 seconds East for a distance of 381.33 feet to a point;

Thence South 84 degrees 46 minutes 46 seconds West for a distance of 149.10 feet to a point;

Thence South 26 degrees 08 minutes 45 seconds West for a distance of 27.34 feet to the northerly line of the parcel described in deed book 2003 page 140;

Thence leaving said right-of-way, along said northerly line, North 89 degrees 14 minutes 54 seconds West for a distance of 41.55 feet to northwest corner of said parcel;

Thence along the westerly line of said parcel South 00 degrees 43 minutes 14 seconds West for a distance of 550.05 feet to the southwest corner of said parcel;

Thence along the south line of said parcel South 89 degrees 34 minutes 16 seconds East for a distance of 248.63 feet to a 1" iron rod;

Thence leaving said south line, along the west line of lots 6,7,8 and 14 of Brechin Park as recorded in plat book 31 page 170 Fayette County records, South 00 degrees 46 minutes 23 seconds West for a distance of 1026.58 feet to a point;

Thence leaving said west line, along the north line of lands now or formerly owned by Starville Development, and the north line of lots 15,16,23,24,26 and 27 of said Brechin Park North 89 degrees 51 minutes 08 seconds West for a distance of 1934.72 feet to a 24" gum tree on the west line of land lot 17;

Thence along the west line of land lots 17 and 18, North 00 degrees 40 minutes 16 seconds East for a distance of 1837.19 feet to the Point of Beginning. Said above tract having an area of 77.10 acres, all as being shown on an ALTA plat of survey dated 7-27-2010 as prepared by Integrated Science & Engineering for Casey Investment Group & Chicago Title Insurance Company.

Annexation Application Item VI.1 and 2

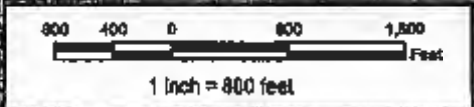
Southern Pine Plantation Adjoining Properties

Subject Property		City State Zip	Zoning	Jurisdiction
Tax Parcel Number	Owner	Mailing Address		
0603 006	Southern Pines Plantation Commercial Group, LLC	6501 Peake Rd Building 350	OI, Comm, AR	Fayette County

Adjoiners		City State Zip	Zoning	Jurisdiction
Tax Parcel Number	Owner	Mailing Address		
0509 009	Fayette County Animal Shelter	140 Stonewall Avenue	OI	Peachtree City
0508 018	Group Six Properties	900 West Park Place, Suite 300	OI	Fayette County
0508 012	Starrs Mill Professional Center	155 Hearthstone Ln	OI	Fayette County
0503 009	Southern Crescent Physicians Group	11 SW Upper	OI	Fayette County
0503 010	Lawson Property Investment, LLC	1330 Hwy 74 S	OI	Fayette County
0503 017	L and L Investments, LLC	1331 Hwy 74 S	OI	Fayette County
0603 015	Fayette County Board of Education	210 Stonewall Ave	AR	Fayette County
0603 016	Starrs Mill Academy	1361 Hwy 74 South	AR	Fayette County
0604 08005	Buffie D Brogdon-Willcox	150 Bramlet Court	PUD	Fayette County
0604 08007	Dennise Nieves	140 Bramlet Court	PUD	Fayette County
0604 08008	David and Christy Morris	130 Bramlet Court	PUD	Fayette County
0604 08014	Gary Lee	145 Bontura Dr	PUD	Fayette County
0604 08015	Robert and Kristy Stevenson	185 Bontura Dr	PUD	Fayette County
0604 11001	Michal Firsowicz	195 Fenhurst Pt	PUD	Fayette County
0604 11008	Kuo Ching Heng	130 Fenhurst Pt	PUD	Fayette County
0604 11009	Tina and JL Harper	120 Fenhurst Pt	PUD	Fayette County
0604 11011	David and Amy Lombardo	325 Bontura Dr	PUD	Fayette County
0604 11012	James Sheehan	335 Bontura Dr	PUD	Fayette County
0610 003	Peachtree City	Meade Field, Rockaway Rd	OS	Peachtree City
0609 008	Georgia Power Company	Rockaway Rd	OS	Peachtree City



# Location Map For Proposed The Gates Subdivision



**Legend**

-  Project Site
-  City Limits
-  Streets





## Written Narrative

### Southern Pines Plantation Property "The Gates" Highway 74 at Redwine Rd.

1. Land Use – The proposed land use for the subject property, "The Gates", is surrounded by a mix of zoning uses including office, institutional, open space, commercial, and <1/4 ac and 1 acre residential lots within Peachtree City and Unincorporated Fayette County. The Gates, with approximately 1/3 acre lots and office, is a reasonable transitional use between these various existing uses.
  - a. Additional students in the Starr's Mill Complex are estimated at 41 high school students, 31 middle school students, and 62 elementary school students. All three schools have excess capacity as of the first day of class of 2012. Starr's Mill High is at 86% capacity with 249 spaces available. Rising Starr Middle School is at 90% capacity with 119 spaces available. Peoples Elementary is at 76% of capacity with 184 spaces available. Therefore, the additional students will not overburden the school system. The Fayette County School System enrollment has dropped some 1800 students in the last 4 years, according to the Board of Education, so school overcrowding is not an issue.
  - b. The proposed number of dwelling units is 90
  - c. Maximum height of residential dwellings is 35'. The maximum height of the Office units is 35'.
  - d. As discussed above, the lots within The Gates are proposed to be approximately 1/3 acre each (1.2 units per acre and .8 acres per lot, overall). This is a viable transition between the 1/4 - 1/3 acre lots in Wishfire Estates, and the 1 acre lots in Brechin Park. It is consistent with the similar sized lots in The Chimneys and Millstone Manor.

A 50' wide greenbelt adjacent Unincorporated Fayette County will enclose the neighborhood. A 50' greenbelt, with added berming and plantings in sparsely vegetated sections, will be constructed along the frontage.
  - e. Amenities. A neighborhood recreation facility is proposed to consist of a pool, cabana, and a tot lot. Landscaping of the common areas will include indigenous trees. Indigenous vegetation will be preserved with the exterior greenbelts and with the stream corridors and wetlands. Three 2.5 " hardwood trees will be planted in all yards to create a leafy streetscape.
  - f. The neighborhood will be developed in units of approximately 25 lots, depending upon market demand. Each section will be fully functional regarding installation of utilities including water, sewer, power, gas, phone, cable, and paved roads. The traffic light at the entrance on Highway 74 will be improved with the first phase, to add a fourth side to the light such that traffic entering and leaving the neighborhood will have fully signalized options. Additionally, the proposed sewer pump station will be constructed with the first phase of development.
2. Community Design –

- a. The proposed development will be a continuation of Braelinn Village providing a transitional density and use at the outer edge of the village.
  - b. Multiluse path connections are proposed to allow for access to the west to Meade Field, to the south to Brechin Park, and to the east to Starr's Mill Academy, if the adjacent property owners desire the connection.
  - c. Crime prevention principles – There will be one entrance to the neighborhood which will limit through-traffic. Homes may have alarm systems.
  - d. There will be no commercial uses within the development. The office parcels will flank the entrance at Highway 74.
  - e. Homes will be located at the 30' front setback line.
  - f. There will be no need for large parking lots within the development. 67 spaces are proposed of the Office parcel, as per Peachtree City's parking requirements.
  - g. Stream buffers will be designed along all stream courses. There are only two streams crossing proposed. Wetlands will be preserved. Trees within the stream buffers and exterior greenbelt will be preserved.
  - h. Water quality ponds and channel protection will be utilized throughout the development. These in addition to stream buffers, preserved wetlands and the greenbelt will provide a significant amount of natural filtration of storm water.
  - i. Cut and fill on site will be minimized to work with the existing terrain. This development approach will preserve existing vegetation with the rear yards and common areas with the neighborhood as much as possible.
  - j. Road will be designed in concert with the natural topography to reduce grading and thereby disturbance of the site. The site will not be mass graded.
  - k. A 50' greenbelt is being set aside around the exterior of the property which will provide buffering and preservation of natural vegetation. There is also a 75' transitional yard + building setback designated between the proposed office and residential components of the development.
    - l. Cohesive architectural elements such as homes, lighting, and signage will be developed as the project advances.
    - m. There is a 50' greenbelt, stream buffers, and a large area in the south west corner of the property set aside for streams, wetlands, and water quality ponds.
3. Economic Development – the proposed homes will support the existing business in the Wilshire Pavilion as well as elsewhere in Peachtree City. Additionally, the offices will provide business opportunities, an increase in business tax, an increase in property value and tax, and employment opportunities.
  4. Fire and Rescue- According to Peachtree City Fire Marshall David Williamson, the fire station that would provide Fire and Rescue response to this neighborhood is 3.2 miles away with a response time of 5.5 minutes. The nearest Fayette County Fire Station is 4.5 miles away requiring a longer response time under the current jurisdiction. Further Chief Williamson states that there will be no increase in response time to properties currently within the coverage area.
  5. Potable Water – Water will be provided by Fayette County Water System. Matthew Bergen, Fayette County Water System, states there is a 20" water main in the right-of-way of Highway

74 directly in front of The Gates. Further, he confirms that there is sufficient capacity to serve the proposed development.

6. Sewer – Consultation with Stephen Hogan of WASA has been on-going regarding this project and several surrounding properties that are in need of municipal sewer. WASA has expressed a desire for the construction of one regional pump station in the vicinity of the southern portion of the Meade Field property. A pump station in this area would serve Meade Fields, and the proposed Sommersby assisted living development, in addition to The Gates with the expense being divided by the users.

WASA has expressed a desire for additional customers and flow into the PTC sewage treatment system.

Concern has been expressed regarding the opportunity for other properties to tie on to Peachtree City's sewer system. To give the City control over this in the future, sewer manholes will be placed no less than 200' from any property line. Additionally, the 50' greenbelt that will be dedicated to the City, will prevent any connection to the system within The Gates without City consent.

7. Transportation –

- a. The recent construction on Hwy 74 was designed to provide a sufficient level of service for the next 20 year being 31,100 trips per day. The Intersection currently serves approximately 10,600 trips per day. The proposed development would add approximately 1,100 trips per day.
- b. The intersection of Highway 74 and Redwine Road has recently been upgraded by GDOT. No additional road improvements are needed. There is a curb cut and decel lane in place, and there is a sidewalk along the frontage. The traffic light will be upgraded from a 3-way to a 4-way light. The upgrade of the light will concur with the first phase of development to signalize the proposed entrance.
- c. Multipurpose paths will be constructed to provide a connection for The Gates to Meade Field, Starr's Mill Academy, and Brechin Park if the adjoiners desire the connection. There is an existing sidewalk along the frontage on Highway 74.

Additionally, we computed trip generation calculations for the proposed 90 lot/two office development as opposed to the as-is zoned commercial shopping center.

Proposed: For 90 Lots plus one medical/dental and one general office building -

- \* 90 lots = 900 trips/day
- \* General office = 66 trips/day
- \* Medical/dental = 145 trips/day

Total: 1,100 trips per day

As currently zoned: For 85,000 sf grocery store, 26000 sf strip shops, two 10,000 sf office buildings, 4 out-parcels -

- \* Grocery = 9,200 trips/day
- \* 26,000 sf strip shops = 1050 trips/day
- \* 2 – office buildings = 260 trips/day
- \* 4 outparcels (including two drivethroughs) = 6,440 trips/day

Combines to 16,950 trips/day, reduced for 25% internal capture rate –12,700 trips/day

The proposed zoning projects 11,500 fewer trips per day, than as it is zoned presently





Please use blue or black ink to fill out this form.

## REZONING PERMIT APPLICATION

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

Fee: \$600 + \$50/acre  
Receipt #: \_\_\_\_\_  
Date Filed: \_\_\_/\_\_\_/\_\_\_  
Case #: \_\_\_\_\_  
Office Use Only

<b>SITE LOCATION</b>	Address: <u>Hwy 74 @ Redwine</u>	<b>SITE INFORMATION</b>	Parcel #(s): <u>01603 006</u>
	Proposed Use: <u>office</u>		Existing Zoning: <u>Commercial &amp; Office</u>
	Site in which Village: <input type="checkbox"/> Aberdeen <input checked="" type="checkbox"/> Acorn <input type="checkbox"/> Glenloch <input type="checkbox"/> Kadron <input type="checkbox"/> Wilksmoor <input type="checkbox"/> Industrial		Proposed Zoning: <u>O-I</u>
<b>APPLICANT</b>	Name: <u>Southern Pines Plantation Comm</u>	<b>OWNER</b>	Name: <u>Same as applicant</u>
	Address: <u>6501 Penke Rd, Suite 350</u>		Address: _____
	City, State, Zip: <u>Macon, GA 31210</u>		City, State, Zip: _____
	Phone #: <u>478-477-0000</u>		Phone #: _____
	Email: _____		Email: _____

IMPACTED AREAS	Sq ft   Acres		Total area - Impacted acres	LAND USE & ZONING	Please record all surrounding property within 200ft of site	
	Square Feet	Acres			Land Use	Zoning
Disturbed Area	<u>78,408</u>	<u>1.8</u>	<u>50</u> %	North	<u>O-I</u>	<u>O-I County</u>
Impervious Area	<u>69,696</u>	<u>1.6</u>	<u>40</u> %	East	<u>Res &amp; Comm</u>	<u>RR County</u>
Open Space & Greenbelts	<u>96,000</u>	<u>2.2</u>	<u>50</u> %	South	<u>Residential</u>	<u>RR County</u>
				West	<u>Recreation</u>	<u>OSC City</u>

<b>LOCATION OF</b>	Entrance to Site: <u>Hwy 74 @ Redwine</u>
	Tree Save and Landscape Buffers: <u>50' greenbelt and 50' transitional yard surrounding</u>
	Other Buffers: _____
	Greenbelts (to be dedicated to the city): <u>yes, see plan</u>
	Multi-Use Path Connections: <u>Through internal roadways &amp; paths</u>
	Historical Resources: <u>none known</u>
	Natural Features: <u>none known</u>
	Stormwater Retention: <u>with The Gates' development</u>

<b>BUILDING INFORMATION</b>	Building type: <u>Frame</u> Hrs of operation: <u>7 am</u> to <u>7 pm</u> # of stories: <u>2</u> Building height: <u>35'</u> Floor Area (Sq Ft): <u>0</u> Existing   <u>10,000 ea</u> Proposed # of dwelling units: _____ Units/acre: _____ # of employees: <u>0</u> Existing   <u>67</u> Proposed	Briefly describe proposed use of property: (A separate detailed report is still required to be attached to this application) <u>Two office buildings, 2 stories each, 10,000 sf each.</u>
	Parking: <u>67</u> Required   <u>0</u> Existing   <u>67</u> Proposed   <u>0</u> Permitted	

<b>TYPE OF CONSTRUCTION</b>	Structural Material: <input checked="" type="checkbox"/> Wood <input type="checkbox"/> Metal <input type="checkbox"/> Concrete <input type="checkbox"/> Brick <input type="checkbox"/> Other	<b>SETBACKS</b>		Required		Proposed	
	Roof Material: <input checked="" type="checkbox"/> Metal <input type="checkbox"/> Tar <input type="checkbox"/> Shingles <input type="checkbox"/> Slate <input type="checkbox"/> Other		Front (Building)	<u>40'</u>	ft	<u>40</u>	ft
	Interior Finish: <input checked="" type="checkbox"/> Drywall <input type="checkbox"/> Wood <input type="checkbox"/> Concrete <input type="checkbox"/> Stucco <input type="checkbox"/> Other		Front (Parking)	<u>20'</u>	ft	<u>20</u>	ft
	Exterior Finish: <input checked="" type="checkbox"/> Wood <input type="checkbox"/> Metal <input type="checkbox"/> Concrete <input type="checkbox"/> Brick <input checked="" type="checkbox"/> Other <u>hardiplank</u>		Side	<u>15' 1/4"</u>	ft	<u>15' 1/5</u>	ft
			Rear	<u>30' 1/5"</u>	ft	<u>30' 1/5</u>	ft

TRANSPORTATION INFORMATION	Route of access or adjacent street	# of access points	ROW width (ft)	Pavement width (ft)	# of lanes	Paved? (Y = Yes)	Roadway design capacity*	Traffic volume (ADT) <sup>2</sup>	Est. traffic generated (ADT) <sup>3</sup>
		Hwy 74	1	±100'	±90'	6	Y	31,100	10,690
Estimated traffic generated by heavy vehicles: <u>6%</u>									
Types of vehicle(s): <u>garbage trucks, moving &amp; delivery trucks</u>									

\* See ADOT Highway Capacity Manual    \*\* See ADOT Traffic Survey data (ADT = Average Daily Traffic)  
 † See ADOT Institute of Transportation Engineers table - table used for ADT (ADT = ADT per V/D)

ADT: 10 - less after reconstruction phase

UTILITIES & SERVICES INFO	Solid waste collection:	** Please attach letters from utilities indicating that their services can support the proposed development **	
	Natural gas: <u>Atlanta Gas Light</u> Electrical Service: <u>Ga Power</u> <small>Underground? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</small> Telephone Service: <u>All</u> <small>Underground? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</small> Cable TV Service: <u>Comcast</u> <small>Underground? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</small>	Water Supply: <input type="checkbox"/> Individual Well(s) <input type="checkbox"/> Community System <input checked="" type="checkbox"/> Municipal System: (Fayette County Water Dept)	Estimated total water demand (gpd): <u>4,600 gpd</u>
	Wastewater collection/treatment: <input type="checkbox"/> Individual Sewer <input type="checkbox"/> Community System <input checked="" type="checkbox"/> Municipal System: (Fayette County WASA)	Estimated total wastewater discharge (gpd): <u>4,000 gpd</u>	

FIRE INFORMATION	Automatic Fire Sprinklers:	Briefly describe daily operations: <small>(If separate detailed report is not required, to be attached to this application)</small>	
	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, why? _____ Automatic Fire Alarms: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No, why? _____ # of fire hydrants: <u>0</u> Existing <u>1</u> Proposed	<u>General Office</u>	
Hazardous Material On Site? <small>(If yes, describe type and amount of Material in the right)</small>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Material(s): _____	Storage: _____

With the signing and submittal of this application, the property owner authorizes the Peachtree City Staff to enter onto the subject property to collect data and other information in order to accurately prepare reports or other documentation for review by the Planning Commission and City Council.

By signing below I hereby certify that the above listed information and the accompanying materials as requested are accurate.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Property Owner Signature: [Signature] Date: 8-9-12

Please complete the attached checklist.

**OFFICE ONLY**

This request, along with the required fee and supplemental documents, has been properly submitted and is hereby accepted for consideration by the Planning Commission and the City Council:

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

Date & Time of Planning Commission Public Hearing: \_\_\_\_\_

Date of City Council Public Hearing: \_\_\_\_\_ Case Number: \_\_\_\_\_



Please use blue or black ink to fill out this form.

## REZONING PERMIT APPLICATION

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

Fee: \$600 + \$50/acre  
Receipt # \_\_\_\_\_  
Date Filed \_\_\_\_/\_\_\_\_/\_\_\_\_  
Case # \_\_\_\_\_  
*Office Use Only*

<b>SITE LOCATION</b>	Address <u>Hwy 74 @ Redwona Rd</u>  Proposed Use: <u>Residential</u>  Site in which Village: <input type="checkbox"/> Aberdeen <input checked="" type="checkbox"/> Braslin <input type="checkbox"/> Glenloch <input type="checkbox"/> Kadron <input type="checkbox"/> Wilksmoor <input type="checkbox"/> Industrial	<b>SITE INFORMATION</b>	Parcel #(s) <u>0603 006</u>  Existing Zoning <u>AR.OI.CC</u> Proposed Zoning <u>LUR</u> Property Size: <u>3,179,890</u> <u>73</u> <small>Sq. Ft. Acres</small>
<b>APPLICANT</b>	Name <u>Southern Pines Plantation Comm</u> Address <u>1501 Peake Rd, Suite 350</u> City, State, Zip <u>Macon GA 31210</u> Phone # <u>478-477-0000</u> Email _____	<b>OWNER</b>	Name <u>same as applicant</u> Address _____ City, State, Zip _____ Phone # _____ Email _____

<b>IMPACTED AREAS</b>	<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">Sq. Ft./Acres</th> <th style="text-align: center;">Total Acres + Impacted acres</th> </tr> <tr> <td>Disturbed Area <u>740,520</u> <u>17</u> <small>Sq. Ft. Acres</small></td> <td style="text-align: center;"><u>17.5</u> %</td> </tr> <tr> <td>Impervious Area <u>982,713</u> <u>22.56</u> <small>Sq. Ft. Acres</small></td> <td style="text-align: center;"><u>24%</u> %</td> </tr> <tr> <td>Open Space &amp; Greenbelts <u>1,189,288</u> <u>27.3</u> <small>Sq. Ft. Acres</small></td> <td style="text-align: center;"><u>29%</u> %</td> </tr> </table>	Sq. Ft./Acres	Total Acres + Impacted acres	Disturbed Area <u>740,520</u> <u>17</u> <small>Sq. Ft. Acres</small>	<u>17.5</u> %	Impervious Area <u>982,713</u> <u>22.56</u> <small>Sq. Ft. Acres</small>	<u>24%</u> %	Open Space & Greenbelts <u>1,189,288</u> <u>27.3</u> <small>Sq. Ft. Acres</small>	<u>29%</u> %	<b>LAND USE &amp; ZONING</b>	Please record all surrounding property within 200ft of site: <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">Land Use</th> <th style="text-align: center;">Zoning</th> </tr> <tr> <td>North <u>O-I</u></td> <td><u>O-I County</u></td> </tr> <tr> <td>East <u>Res E-Comm</u></td> <td><u>RR County</u></td> </tr> <tr> <td>South <u>Residential</u></td> <td><u>RR County</u></td> </tr> <tr> <td>West <u>Recreation</u></td> <td><u>OS-C City</u></td> </tr> </table>	Land Use	Zoning	North <u>O-I</u>	<u>O-I County</u>	East <u>Res E-Comm</u>	<u>RR County</u>	South <u>Residential</u>	<u>RR County</u>	West <u>Recreation</u>	<u>OS-C City</u>
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West <u>Recreation</u>	<u>OS-C City</u>																				

<b>LOCATION OF</b>	Entrance to Site: <u>Hwy 74 @ Redwona Rd</u> Tree Save and Landscape Buffers: <u>Around exterior &amp; along stream corridors</u> Other Buffers: _____ Greenbelts (to be dedicated to the city): <u>50' greenbelt around exterior</u> Multi-Use Path Connections: <u>to Maude Field, Brechin Park, Starr's Mill Academy</u> Historical Resources: <u>none known</u> Natural Features: <u>Streams &amp; wetlands shown on concept plan</u> Stormwater Retention: <u>water quality ponds shown on concept plan</u>
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<b>BUILDING INFORMATION</b>	Building type: <u>Single Family detached</u> Hrs of operation: <u>N/A</u> to _____ # of stories: <u>3 max</u> Building height: <u>max 35'</u> Floor Area (Sq ft) _____   <u>2,000 sf</u> # of dwelling units: <u>90</u> Units/acre: <u>1.2</u> # of employees: <u>N/A</u>   _____ <small>Existing Proposed</small>	Briefly describe proposed use of property: <small>(A separate detailed report is still required to be attached to this application)</small> <u>90 single family detached homes</u> <u>recreation area, and O-I parcels</u>
	Parking: _____   _____   _____   _____ <small># Required # Existing # Proposed # Permitted</small>	

<b>TYPE OF CONSTRUCTION</b>	Structural Material: <input checked="" type="checkbox"/> Wood <input type="checkbox"/> Metal <input type="checkbox"/> Concrete <input type="checkbox"/> Brick <input type="checkbox"/> Other _____ Roof Material: <input type="checkbox"/> Metal <input type="checkbox"/> Tar <input checked="" type="checkbox"/> Shingles <input type="checkbox"/> Slate <input type="checkbox"/> Other _____ Interior Finish: <input checked="" type="checkbox"/> Drywall <input type="checkbox"/> Wood <input type="checkbox"/> Concrete <input type="checkbox"/> Stucco <input type="checkbox"/> Other _____ Exterior Finish: <input checked="" type="checkbox"/> Wood <input type="checkbox"/> Metal <input type="checkbox"/> Concrete <input type="checkbox"/> Brick <input type="checkbox"/> Other <u>hardiplank</u>	<b>SETBACKS</b>	<table style="width: 100%; border-collapse: collapse;"> <tr> <th></th> <th style="text-align: center;">Required</th> <th style="text-align: center;">Proposed</th> </tr> <tr> <td>Front (Building)</td> <td style="text-align: center;">_____ ft</td> <td style="text-align: center;"><u>30</u> ft</td> </tr> <tr> <td>Front (Parking)</td> <td style="text-align: center;"><u>N/A</u> ft</td> <td style="text-align: center;"><u>N/A</u> ft</td> </tr> <tr> <td>Side</td> <td style="text-align: center;"><u>10</u> ft</td> <td style="text-align: center;"><u>10</u> ft</td> </tr> <tr> <td>Rear</td> <td style="text-align: center;"><u>40' from</u> ft</td> <td style="text-align: center;"><u>30</u> ft</td> </tr> </table> <p style="text-align: center;"><i>brkly 40'</i></p>		Required	Proposed	Front (Building)	_____ ft	<u>30</u> ft	Front (Parking)	<u>N/A</u> ft	<u>N/A</u> ft	Side	<u>10</u> ft	<u>10</u> ft	Rear	<u>40' from</u> ft	<u>30</u> ft
	Required	Proposed																
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TRANSPORTATION INFORMATION	Name of access or adjacent street	# of access points	ROW width (ft)	Pavement width (ft)	# of lanes	Paved? (Y or N)	Roadway design capacity <sup>1</sup>	Traffic volume (ADT) <sup>2</sup>	Est. traffic generated (ADT) <sup>1</sup>
		Hwy 74	1	±100'	±90'	6	Y	31,100	10,640
Estimated traffic generated by heavy vehicles: <u>6%</u> <small><sup>1</sup> See AASHTO Highway Capacity Manual. <sup>2</sup> See AASHTO Traffic Service Manual (ADT - Average Daily Traffic).  <sup>3</sup> Base on liability of transportation engineers only - not valid for liability (i.e., a design error).</small>									
Types of vehicles(s): <u>garbage, moving &amp; delivery trucks</u>							ADT: <u>10' less after construction phase</u>		

UTILITIES & SERVICES INFO	Solid waste collection:	** Please attach letters from utilities indicating that their services can support the proposed development **	
	Natural gas: <u>At&amp; Gas Light</u> Electrical Service: <u>GA Power</u> <small>Underground? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</small> Telephone Service: <u>ATT</u> <small>Underground? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</small> Cable TV Service: <u>Comcast</u> <small>Underground? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</small>	Water supply: <input type="checkbox"/> Individual Well(s) <input type="checkbox"/> Community System <input checked="" type="checkbox"/> Municipal System: (Fayette County Water Dept)	Estimated total water demand (gpd): <u>31,000 gpd</u>
	Wastewater collection/treatment: <input type="checkbox"/> Individual Onsite <input type="checkbox"/> Community System <input checked="" type="checkbox"/> Municipal System: (Peachtree City WAGA)	Estimated total wastewater discharge (gpd): <u>27,000 gpd</u>	

FIRE INFORMATION	Automatic Fire Sprinklers:	Briefly describe daily operations: <small>(If separate detailed report is still required to be attached to this application)</small>	
	<input type="checkbox"/> Yes <input type="checkbox"/> No, why? Automatic Fire Alarm: <input type="checkbox"/> Yes <input type="checkbox"/> No, why? # of Fire Hydrants: _____ Existing    _____ Proposed	_____ _____ _____	
Hazardous Material On Site? <small>(If yes, describe type and method of storage to the right)</small>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Materials:	Storage:

With the signing and submittal of this application, the property owner authorizes the Peachtree City Staff to enter onto the subject property to collect data and other information in order to accurately prepare reports or other documentation for review by the Planning Commission and City Council.

By signing below I hereby certify that the above listed information and the accompanying materials as requested are accurate.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Property Owner Signature:  \_\_\_\_\_ Date: \_\_\_\_\_

Please complete the attached checklist.

**OFFICE ONLY**

This request, along with the required fee and supplemental documents, has been properly submitted and is hereby accepted for consideration by the Planning Commission and the City Council:

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

Date & Time of Planning Commission Public Hearing: \_\_\_\_\_

Date of City Council Public Hearing: \_\_\_\_\_ Case Number: \_\_\_\_\_

TRANSPORTATION INFORMATION	Name of access or adjacent street	# of access points	ROW width (ft)	Pavement width (ft)	# of lanes	Paved? (Y/N)	Roadway design capacity <sup>1</sup>	Traffic volume (ADT) <sup>2</sup>	Est. traffic generated (ADT) <sup>2</sup>
	Estimated traffic generated by heavy vehicles <sup>3</sup>							* See BDOT Heavy Vehicle Manual for design criteria. ** See BDOT Traffic Volume Manual for ADT. *** ADT is based on 365 days per year. **** ADT is based on 365 days per year. ***** ADT is based on 365 days per year.	
Types of vehicles(s): _____							ADT: _____		

(vehicles other than automobiles and light trucks - Delivery trucks, Peaches trucks, etc)

UTILITIES & SERVICES INFO	Solid waste collection: _____	* ** Please detach ledger from billing indicating that their services can support the proposed development. **
	Natural gas: _____	
Electrical Service: _____	Underground? <input type="checkbox"/> Yes <input type="checkbox"/> No	Water supply: <input type="checkbox"/> Individual Well(s) <input type="checkbox"/> Community System <input type="checkbox"/> Municipal System (DeKalb County Water Dept)
Telephone Service: _____	Underground? <input type="checkbox"/> Yes <input type="checkbox"/> No	Estimated total water demand (gpd): _____
Cable TV Service: _____	Underground? <input type="checkbox"/> Yes <input type="checkbox"/> No	Wastewater collection/treatment: <input type="checkbox"/> Individual Onsite <input type="checkbox"/> Community System <input type="checkbox"/> Municipal System (Peachtree City WSA)
		Estimated total wastewater discharge (gpd): _____

FIRE INFORMATION	Automatic Fire Sprinklers: <input type="checkbox"/> Yes <input type="checkbox"/> No, why? _____	Briefly describe daily operations: <small>(A separate detailed report is not required to be attached to this application)</small>
	Automatic Fire Alarm: <input type="checkbox"/> Yes <input type="checkbox"/> No, why? _____	
# of Fire Hydrants: _____	Subway <input type="checkbox"/> Tunnel <input type="checkbox"/>	
Materials stored on the lot? <small>(If yes, please type and attach drawings to the site.)</small>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Material(s): _____
		Storage: _____

With the signing and submital of this application, the property owner authorizes the Peachtree City Staff to enter onto the subject property to collect data and other information in order to accurately prepare reports or other documentation for review by the Planning Commission and City Council.

By signing below I hereby certify that the above listed information and the accompanying materials as requested are accurate.

Applicant Signature:  Date: 8/14/2012

Property Owner Signature:  Date: 7-9-12

Please complete the attached checklist.

**OFFICE ONLY**

This request, along with the required fee and supplemental documents, has been properly submitted and is hereby accepted for consideration by the Planning Commission and the City Council:

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

Date & Time of Planning Commission Public Hearing: \_\_\_\_\_

Date of City Council Public Hearing: \_\_\_\_\_ Case Number: \_\_\_\_\_

**Step Two: Annexation request form**

The following information is required in order to prepare a detailed analysis of the proposed annexation, a schematic master plan of the proposed development, and a more informed recommendation that will ultimately be considered by other governmental agencies, the Planning Commission and City Council.

A formal request is hereby being made to annex the following described property into the city limits of Peachtree City:


This request for annexation is being made for the following reasons:

I certify that I am the owner, or duly authorized agent of the owner, of the property described above, and that I have submitted all information and documents required to properly evaluate this request:

Owner (print): Travis Griffith Date: 7/9/12

Owner (signature): 

Agent (print): DAVID C. KIRK Date: 8/14/2012

Agent (signature): 

**To be completed by the City of Peachtree City:**

This request, along with the required supplemental information and documents, has been properly submitted, and is hereby accepted for consideration by the Planning Commission and the City Council.

Date of acceptance: \_\_\_\_\_

Request number: \_\_\_\_\_

City Planner: \_\_\_\_\_ Date: \_\_\_\_\_

City Clerk: \_\_\_\_\_ Date: \_\_\_\_\_

Public Hearing -- Planning Commission: \_\_\_\_\_ Date: \_\_\_\_\_

Public Hearing -- City Council: \_\_\_\_\_ Date: \_\_\_\_\_

TRANSPORTATION INFORMATION	Name of access or adjacent street	# of access points	ROW width (ft)	Pavement width (ft)	# of lanes	Paved? (Y or N)	Roadway design capacity <sup>1</sup>	Traffic volume (ADT) <sup>2</sup>	Est. traffic generated (ADT) <sup>3</sup>
Estimated traffic generated by heavy vehicles:				<small><sup>1</sup> See Table 1 in Appendix C, Capacity Manual. <sup>2</sup> See Table 2 in Appendix C, Capacity Manual. <sup>3</sup> ADT = Average Daily Traffic. <sup>4</sup> See Table 3 in Appendix C, Capacity Manual. <sup>5</sup> See Table 4 in Appendix C, Capacity Manual. <sup>6</sup> See Table 5 in Appendix C, Capacity Manual.</small>					
Types of vehicles(s): _____							ADT: _____		
<small>(vehicles over 10,000 lbs and light trucks - delivery, utility, equipment trucks, etc)</small>									

UTILITIES & SERVICES INFO	* Please attach letters from utilities indicating that their services can support the proposed development. *	
	Solid waste collection: _____ Natural gas: _____ Electrical Services: _____ Underground? <input type="checkbox"/> Yes <input type="checkbox"/> No Telephone Service: _____ Underground? <input type="checkbox"/> Yes <input type="checkbox"/> No Cable TV Service: _____ Underground? <input type="checkbox"/> Yes <input type="checkbox"/> No	Water supply: <input type="checkbox"/> Individual Well(s) <input type="checkbox"/> Community System <input type="checkbox"/> Municipal System (Fayette County Water Dept)
Wastewater collection/treatment: <input type="checkbox"/> Individual Onsite <input type="checkbox"/> Community System <input type="checkbox"/> Municipal System (Peachtree City WASA)		

FIRE INFORMATION	Briefly describe daily operations: <small>(A separate detailed report is not required to be attached to this application)</small>	
	Automatic Fire Sprinklers: <input type="checkbox"/> Yes <input type="checkbox"/> No, why? _____ Automatic Fire Alarm: <input type="checkbox"/> Yes <input type="checkbox"/> No, why? _____ # of Fire Hydrants: _____ Existing   _____ Proposed	_____ _____ _____ _____
Hazardous Material on Site? <small>(If yes, describe type and method of storage in the right.)</small>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Material(s): _____ Storage: _____

With the signing and submittal of this application, the property owner authorizes the Peachtree City Staff to enter onto the subject property to collect data and other information in order to accurately prepare reports or other documentation for review by the Planning Commission and City Council.

By signing below I hereby certify that the above listed information and the accompanying materials as requested are accurate.

Applicant Signature:  Date: 8/14/2012  
 Property Owner Signature:  Date: 7-9-12

Please complete the attached checklist.

**OFFICE ONLY**

This request, along with the required fee and supplemental documents, has been properly submitted and is hereby accepted for consideration by the Planning Commission and the City Council:

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

Date & Time of Planning Commission Public Hearing: \_\_\_\_\_

Date of City Council Public Hearing: \_\_\_\_\_ Case Number: \_\_\_\_\_

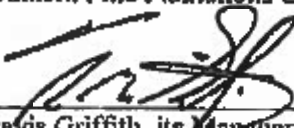
**CERTIFICATION**

I, Travis Griffith, Manager of Southern Pine Plantations Commercial Group, LLC, owner of a property seeking annexation (Parcel 0606-006) by the City of Peachtree City, hereby certify that I am aware of, and authorize this annexation request. Further, I am aware that Peachtree City has a Comprehensive Plan, a Land Use Plan, an annexation procedure, a Zoning Ordinance, and land use regulations which govern the use, development, site planning, and landscaping of property within the city limits, and the employment of signs thereon.

Further, I appoint David Kirk, Troutman Sanders, LLP as its agent for the purposes of this annexation.

Signed, this 9<sup>th</sup> day of July, 2012.

Southern Pine Plantations Commercial Group, LLC

  
Travis Griffith, its Manager



Doc ID: 004585010003 Type: CLR  
Filed: 02/01/2006 at 10:16:48 AM  
Fee Amt: \$14.00 Page 1 of 3  
Transfer Tax: \$0.00  
Fayette, Ga, Clerk Superior Court  
Sheila Studdard Clerk of Court  
BK 2699 PG 24-26

This instrument is to be returned to:  
Wendell Bowden  
Marlin Snow, LLP  
P. O. Box 1006  
Macon GA 31202-1006

---

**WARRANTY DEED**

GEORGIA, BIBB COUNTY:

THIS INDENTURE is made this 21 day of January, 2005, between STARRS MILL, L.L.C., a Georgia limited liability company, (hereinafter referred to as "Grantor") and SOUTHERN PINE PLANTATIONS COMMERCIAL GROUP, L.L.C., a Georgia limited liability company, (hereinafter referred to as "Grantee") ("Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits).

WITNESSETH:

GRANTOR, in consideration of the sum of ONE HUNDRED (\$100.00) DOLLARS and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee the following described property:

All that tract or parcel of land lying and being in Fayette County, Georgia, being more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein and made a part hereof.

TO HAVE AND TO HOLD the Land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee forever in FEE SIMPLE.

AND GRANTOR WILL WARRANT and forever defend the right and title to the Land unto Grantee against the claims of all persons whomsoever.

EXECUTED under seal as of the date above.

STARBUCKS MILL, LLC

By: James M. Wells, III  
James M. Wells, III, General Manager

Signed, sealed and delivered in the presence of:

[Signature]

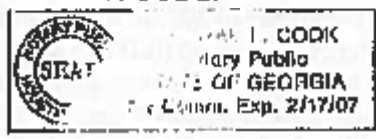
Witness

[Signature]

Notary Public

My Commission Expires:

[AFFIX NOTARY PUBLIC SEAL HERE]



## EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lots 17 and 18 of the Sixth District of Fayette County, Georgia, and being 87.754 acres, more or less, and being designated on said plat as 72.754 acres and 15.00 acres as per plat of survey dated March 11, 1992, as revised May 6, 1992, as revised June 2, 1992, made by Larry C. Shimshick, Georgia Registered Land Surveyor No. 2343, and being more particularly described as follows:

Beginning at the point of intersection of the southerly right-of-way line of State Highway #74 (100' right-of-way) with the westerly land lot line of Land Lot 18 and running thence along the southerly right-of-way line of said highway north 84 degrees 29 minutes 35 seconds east a distance of 36.11 feet to a point; continuing thence in an easterly direction, and following the southerly right-of-way of State Highway #74, and following along the arc of a curve to the right an arc distance of 668.10 feet (chord bearing north 87 degrees 24 minutes 53 seconds east and a chord length of 667.81 feet) to a point; continuing thence in an easterly and southeasterly direction, and following along said right-of-way, and along the arc of a curve to the right an arc distance of 654.66 feet (chord bearing south 87 degrees 20 minutes 12 seconds east and a chord length of 654.58 feet) to a point; continuing thence in a southeasterly direction, and following along said right-of-way and along the arc of the curve to the right an arc distance of 484.23 feet (chord bearing south 71 degrees 42 minutes 09 seconds east and a chord length of 480.58 feet) to a point; continuing thence in a southeasterly direction, and following along said right-of-way and along the arc of a curve to the right an arc distance of 507.01 feet (chord bearing south 51 degrees 10 minutes 11 seconds east and a chord length of 504.64 feet) to a point; continuing thence in a southeasterly direction and following along said right-of-way, and along the arc of the curve to the right an arc distance of 376.61 feet (chord bearing south 41 degrees 51 minutes 52 seconds east and a chord length of 376.60 feet) to a point; continuing thence in a southeasterly direction and following along said right-of-way, and along the arc of the curve to the right an arc distance of 132.72 feet (chord bearing south 40 degrees 58 minutes 33 seconds east and a chord length of 132.72 feet) to a point, which point is located on the southerly land lot line of Land Lot 18 (also the northerly land lot line of Land Lot 17); running thence north 89 degrees 52 minutes 04 seconds west, and following along said land lot line, a distance of 606.67 feet to a point; running thence south 00 degrees 06 minutes 42 seconds west a distance of 1027.05 feet to a point; running thence south 89 degrees 31 minutes 09 seconds west a distance of 1935.21 feet to a point, which point is located on the westerly land lot line of Land Lot 17; running thence north 00 degrees 01 minute 37 seconds west, and following along the westerly land lot line of Land Lots 17 and 18, a distance of 1886.68 feet to a point and the POINT OF BEGINNING.

LESS AND EXCEPT the 7.680 acre tract of land in Land Lot 18 of the Sixth District of Fayette County, Georgia, shown on the plat of survey prepared for S. M. Bishop Co., Inc. by Jefferson Consultants, Registered Surveyors, dated September 4, 1998, recorded in the Clerk's Office of Fayette Superior Court in Plat Book 31, page 63, which was conveyed by Frank M. Shepherd and Jacob W. Wise to Little One's At Starr's Mill, Inc. by Warranty Deed dated November 5, 1998, recorded in the Clerk's Office of Fayette Superior Court in Deed Book 1316, page 168.



## PROPERTY DESCRIPTION

All that tract or parcel of land lying and being in land Lots 17 and 18 of the 6th District, Fayette County, Georgia and being more particularly described as follows:

Beginning at the point of intersection of the southerly right-of-way line of State Highway #74 (right-of-way varies) with the westerly land lot line of Land Lot 18;

Thence along said right-of-way North 85 degrees 30 minutes 07 seconds East for a distance of 119.87 feet to a point;

Thence along a curve to the right having a radius of 5925.00 feet and an arc length of 278.29 feet, being subtended by a chord of North 85 degrees 50 minutes 51 seconds East for a distance of 278.27 feet to a point;

Thence South 01 degrees 48 minutes 25 seconds East for a distance of 81.00 feet to a point;

Thence along a curve to the right having a radius of 5844.00 feet and an arc length of 97.40 feet, being subtended by a chord of North 88 degrees 40 minutes 14 seconds East for a distance of 97.40 feet to a point;

Thence North 00 degrees 51 minutes 07 seconds West for a distance of 81.00 feet to a point;

Thence along a curve to the right having a radius of 5925.00 feet and an arc length of 842.31 feet, being subtended by a chord of South 86 degrees 46 minutes 45 seconds East for a distance of 841.60 feet to a point;

Thence along a curve to the right having a radius of 1289.00 feet and an arc length of 42.56 feet, being subtended by a chord of South 81 degrees 45 minutes 39 seconds East for a distance of 42.56 feet to a point;

Thence South 33 degrees 40 minutes 08 seconds East for a distance of 69.43 feet to a point;

Thence South 77 degrees 03 minutes 20 seconds East for a distance of 68.12 feet to a point;

Thence North 58 degrees 58 minutes 52 seconds East for a distance of 68.79 feet to a point;

Thence along a curve to the right having a radius of 1289.00 feet and an arc length of 382.73 feet, being subtended by a chord of South 64 degrees 49 minutes 55 seconds East for a distance of 381.33 feet to a point;

Thence South 84 degrees 46 minutes 46 seconds West for a distance of 149.10 feet to a point;

Thence South 26 degrees 08 minutes 45 seconds West for a distance of 27.34 feet to the northerly line of the parcel described in deed book 2003 page 140;

Thence leaving said right-of-way, along said northerly line, North 89 degrees 14 minutes 54 seconds West for a distance of 41.55 feet to northwest corner of said parcel;

Thence along the westerly line of said parcel South 00 degrees 43 minutes 14 seconds West for a distance of 550.05 feet to the southwest corner of said parcel;

Thence along the south line of said parcel South 89 degrees 34 minutes 16 seconds East for a distance of 248.63 feet to a 1" iron rod;

Thence leaving said south line, along the west line of lots 6,7,8 and 14 of Brechin Park as recorded in plat book 31 page 170 Fayette County records, South 00 degrees 46 minutes 23 seconds West for a distance of 1026.58 feet to a point;

Thence leaving said west line, along the north line of lands now or formerly owned by Starville Development, and the north line of lots 15,16,23,24,26 and 27 of said Brechin Park North 89 degrees 51 minutes 08 seconds West for a distance of 1934.72 feet to a 24" gum tree on the west line of land lot 17;

Thence along the west line of land lots 17 and 18, North 00 degrees 40 minutes 16 seconds East for a distance of 1837.19 feet to the Point of Beginning. Said above tract having an area of 77.10 acres, all as being shown on an ALTA plat of survey dated 7-27-2010 as prepared by Integrated Science & Engineering for Casey Investment Group & Chicago Title Insurance Company.

Brent Holdings, LLC  
270 North Jeff Davis Drive  
Fayetteville, GA 30214  
770-481-0478

STATE BANK OF GEORGIA  
FAYETTEVILLE, GA 30214  
64-2100811

1902

8/13/2012

PAY TO THE ORDER OF Peachtree City

\$ 4,455.00

Four Thousand Four Hundred Fifty-Five and 00/100 \*\*\*\*\* DOLLARS

Peachtree City

MEMO

Rezoning Application "The Gates"

CONFIDENTIAL - CONFIDENTIAL - CONFIDENTIAL



Brent Holdings, LLC

Peachtree City  
Brent-Fayette, LLC:WIP-The Gates

8/13/2012

1902

4,455.00

Checking-State Ban Rezoning Application "The Gates"

4,455.00 6

**AGL Resources  
Atlanta Gas Light  
Chattanooga Gas  
Elizabethtown Gas  
Elkton Gas  
Florida City Gas  
Virginia Natural Gas  
AGL Networks  
Sequent Energy Management**

404-584-3895 phone  
www.atlantagaslight.com

Tom Peachtree Place  
Atlanta, GA 30309

August, 2nd 2012

**Donna Black  
Scarborough and Rolander Development  
270 North Jeff Davis Dr  
Fayetteville, GA 30214**

**Re: 77 acre property south of the intersection of Highway 74 and Redwine Rd**

**Ms. Black:**

**This letter will serve to certify that natural gas is available at the above referenced location.**

**This is to further advise you that natural gas service will be made available to the above referenced project in accordance with the Rules and Regulations governing our operations on file with the Georgia Public Service Commission at the time said service is requested.**

**Please contact Ted Britt at 404-978-3187 regarding service installation or if you have any further questions.**

**Sincerely,**



**Emily Osborne  
Design Technician| Marketing Development  
p. 404-584-3895**



**Atlanta Gas Light**

**Tony Bernard**

---

**From:** David Williamson [dwilliamson@peachtree-city.org]  
**Sent:** Tuesday, August 14, 2012 2:09 PM  
**To:** Donna Black  
**Cc:** Joseph O'Connor  
**Subject:** RE: Fire and EMS Response

The additional proposed homes and businesses would not in itself "over burden" the PCFD. The property being proposed for annexation does lie in an area of PTC that has been identified by the Insurance Services Organization (ISO) and PCFD as being in need of an additional fire station in order to meet the response time standards of NFPA 1710. The only reason a increased response time would exist is if units were on a call in the area and another call came in from a caller in that station's response zone. In this case the next available unit would pick up the call. This is a situation that occurs very frequently within PTC.

*Dave Williamson, CFP, CFI  
 Fire Marshal  
 Peachtree City Fire & Rescue  
 P: 770-631-2091  
 F: 770-631-2540*

---

**From:** Donna Black [REDACTED]  
**Sent:** Tuesday, August 14, 2012 11:01 AM  
**To:** David Williamson  
**Subject:** RE: Fire and EMS Response

Would the addition of this project, over burden the PTC Fire Dept? Would it increase response time to any other property?

Thanks so much for your help,

Donna Black  
 Scarbrough and Rolader Development  
 Brent Holdings, LLC et al  
 270 North Jeff Davis Drive  
 Fayetteville, GA 30214  
 Fax (770) 461-3491  
 [REDACTED]

---

**From:** David Williamson [mailto:dwilliamson@peachtree-city.org]  
**Sent:** Monday, August 13, 2012 3:59 PM  
**To:** donna\_black@sandrdevelopment.com  
**Subject:** Fire and EMS Response

Donna,

The distance from PTC's responding station to the proposed annexation parcel is 3.2 miles which translates into a response time of 5 1/2 minutes at 35 MPH.

If I can provide any other assistance please contact me.

8/28/2012

**Dave Williamson, CFPS, CFI**  
**Fire Marshal**  
**Peachtree City Fire & Rescue**  
**P: 770-631-2091**  
**F: 770-631-2540**

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Checked by AVG - [www.avg.com](http://www.avg.com)

Version: 2012.0.2197 / Virus Database: 2437/5197 - Release Date: 08/13/12

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Checked by AVG - [www.avg.com](http://www.avg.com)

Version: 2012.0.2197 / Virus Database: 2437/5200 - Release Date: 08/14/12

No virus found in this message.

Checked by AVG - [www.avg.com](http://www.avg.com)

Version: 2012.0.2197 / Virus Database: 2437/5200 - Release Date: 08/14/12

No virus found in this message.

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Version: 2012.0.2197 / Virus Database: 2437/5200 - Release Date: 08/14/12

# Fayette County Schools' Enrollment - Capacity Report 2012-2013

Spaces Available

	9th Month 2011-2012	1st DAY 2012-2013	FACILITY CAPACITY	% Fac Cap CAP/ENR	Status
<b>High School</b>					
Fayette County	1280	1298	1738	75%	Closed
McIntosh	1578	1676	1638	102%	
Sandy Creek	1157	1210	1438	84%	
Sara's Mill	1480	1539	1788	86%	
Whitewater	1453	1419	1483	97%	
<b>High School Total</b>	<b>6948</b>	<b>7140</b>	<b>8065</b>	<b>89%</b>	<b>Status</b>
<b>Middle School</b>					
Bennett's Mill	598	508	1200	51%	Closed
J.C. Booth	1025	1061	1163	90%	
Fayette	720	723	1138	64%	
Flat Rock	824	891	1063	81%	
Rising Star	1039	1044	1163	90%	
Whitewater	817	754	1088	88%	
<b>Middle School Total</b>	<b>5023</b>	<b>5041</b>	<b>6815</b>	<b>74%</b>	<b>Status</b>
<b>Elementary School</b>					
Braellin	471	448	588	76%	
Brooks	298	245	488	60%	
Robert J. Burch	578	840	638	85%	
Cleveland	523	561	713	79%	
Crabapple	508	614	688	76%	
Fayetteville Intern	389	408	488	84%	
Hood Avenue	385	372	463	80%	
Huddleston	582	578	615	94%	Closed
Inman	490	488	683	71%	
Kedron	580	533	613	87%	
North Fayette	478	487	563	87%	
Oak Grove	521	539	588	92%	
Peachtree City	509	519	488	106%	
Peoples	818	679	783	76%	
Sara Harp Minter	583	588	783	77%	
Spring Hill	512	511	738	69%	
Tyrone	344	331	418	79%	
<b>Elementary Total</b>	<b>8317</b>	<b>8216</b>	<b>10278</b>	<b>80%</b>	
<b>Alternative Programs</b>					
Alternative School	51	26			
Open Campus	98	106			
Mainstay					
Reach		25			
<b>Alternative Total</b>	<b>149</b>	<b>157</b>			
<b>SYSTEM TOTAL</b>	<b>20437</b>	<b>20564</b>			

248

119

184

**Tony Bernard**

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**From:** Matthew Scott Bergen [mbergen@fayettecountyga.gov]  
**Sent:** Tuesday, August 14, 2012 3:13 PM  
**To:** Donna Black  
**Subject:** RE: Water Availability request

There is sufficient capacity to serve this development. I listed the details on the drawing you sent to me that I forwarded to PTC.

Mat Bergen  
Construction Inspector  
Fayette County Water System  
Phone 770-320-6020  
Fax 770-719-5576  
e-mail mbergen@fayettecountyga.gov

---

**From:** Donna Black [REDACTED]  
**Sent:** Tuesday, August 14, 2012 11:04 AM  
**To:** Matthew Scott Bergen  
**Subject:** RE: Water Availability request

Can you verify that there is sufficient capacity in the water system to serve this development?

Thanks so much,

Donna Black  
Scarborough and Rolader Development  
Brent Holdings, LLC et al  
270 North Jeff Davis Drive  
Fayetteville, GA 30214  
Fax (770) 461-3491  
[REDACTED]

---

**From:** Matthew Scott Bergen [mailto:mbergen@fayettecountyga.gov]  
**Sent:** Monday, August 13, 2012 4:25 PM  
**To:** David Borkowski; David Rast  
**Cc:** Tony Parrott; donna\_black@sandrdevelopment.com  
**Subject:** FW: Water Availability request

Parcel 0603 006 can be served by an existing 20" main that runs in an easement at the front of this parcel. Details are on the drawing. Please feel free to contact me should you have any questions.

Sincerely,

Mat Bergen  
Construction Inspector  
Fayette County Water System  
Phone 770-320-6020  
Fax 770-719-5576

8/28/2012

e-mail [mbergen@fayettecountyga.gov](mailto:mbergen@fayettecountyga.gov)

---

**From:** Tony Parrott  
**Sent:** Monday, August 13, 2012 2:04 PM  
**To:** Carrie Gibby  
**Cc:** Matthew Scott Bergen  
**Subject:** FW: Water Availability request

Carrie

Do a letter for this development.

Thank you

Tony V. Parrott, Director  
Fayette County Water System  
245 McDonough Road  
P. O. Box 190  
Fayetteville, GA 30214  
[tparrott@fayettecountyga.gov](mailto:tparrott@fayettecountyga.gov)

---

**From:** Donna Black [[mailto:donna\\_black@sandrdevelopment.com](mailto:donna_black@sandrdevelopment.com)]  
**Sent:** Monday, August 13, 2012 1:52 PM  
**To:** Tony Parrott  
**Subject:** Water Availability request

Hi Tony,

Can you let us know whether water service is available for the subject tract? There is a request letter and a concept plan attached.

Thanks so much,

Donna Black  
Scarborough and Rolader Development  
Brent Holdings, LLC et al  
270 North Jeff Davis Drive  
Fayetteville, GA 30214  
Fax (770) 461-3491  


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Version: 2012.0.2197 / Virus Database: 2437/5197 - Release Date: 08/13/12

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Version: 2012.0.2197 / Virus Database: 2437/5200 - Release Date: 08/14/12

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Checked by AVG - [www.avg.com](http://www.avg.com)

8/28/2012





**PEACHTREE CITY**  
**Water and Sewerage Authority**

1127 Highway 74 South  
Peachtree City, GA 30269  
Phone: 770-487-7993 • FAX: 770-631-5388

[www.pcwasa.org](http://www.pcwasa.org)

August 16, 2012

Donna Black  
Scarborough and Rolader Development  
Brent Holdings, LLC et al  
270 North Jeff Davis Drive  
Fayetteville, GA 30214

RE: Service Availability – The Gates

Dear Mrs. Black,

Presently there is adequate capacity in the Authority's Wastewater Treatment Plants for the proposed project. Please note that sewer availability is contingent on the construction of a sewer lift station and the associated gravity lines. If you have any questions or comments, please feel free to contact me at (770) 487-7993.

Sincerely,

*Nathan B. Brooks*

Nathan B. Brooks, CPII  
Construction Coordinator  
Peachtree City Water & Sewerage Authority

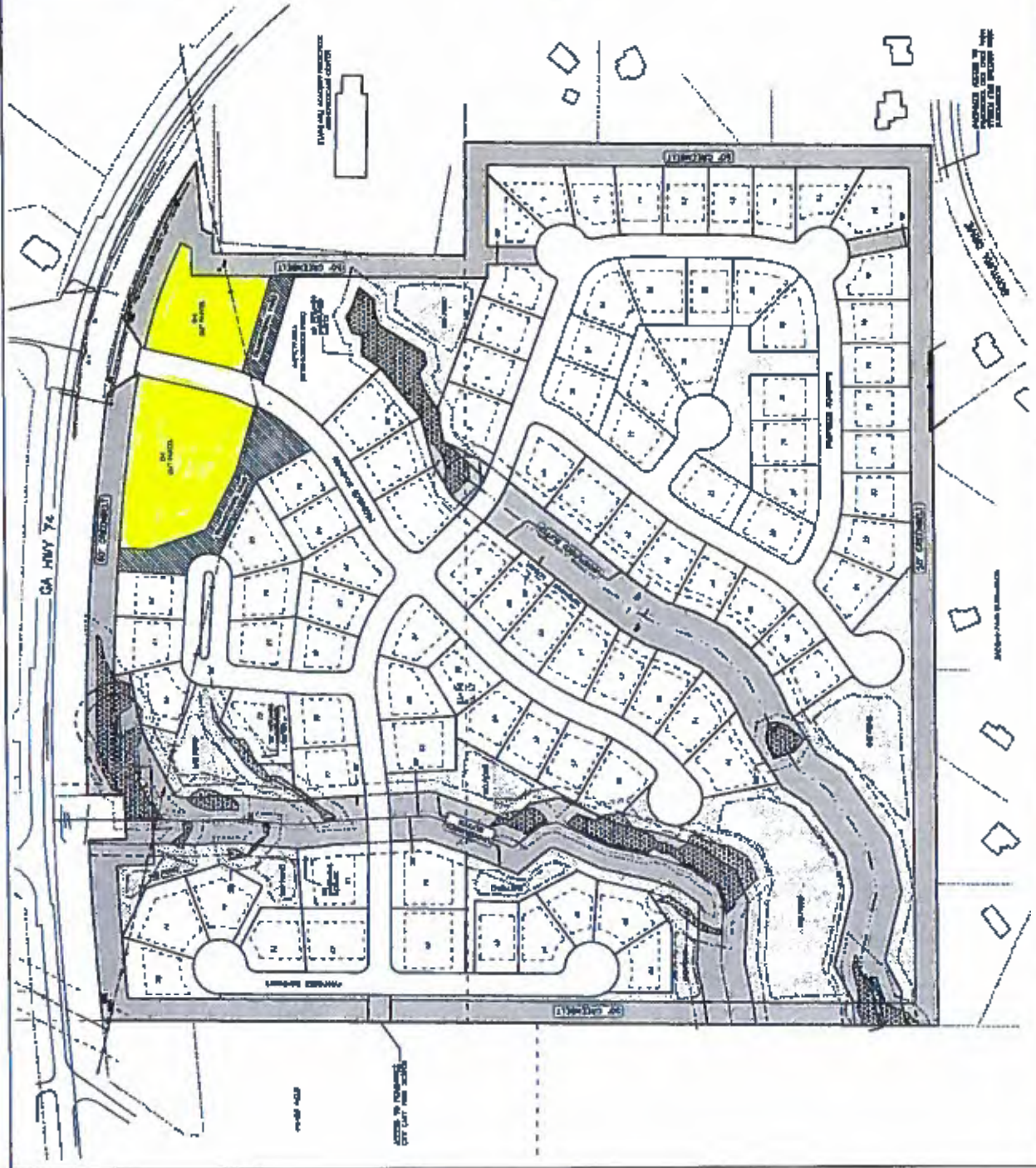
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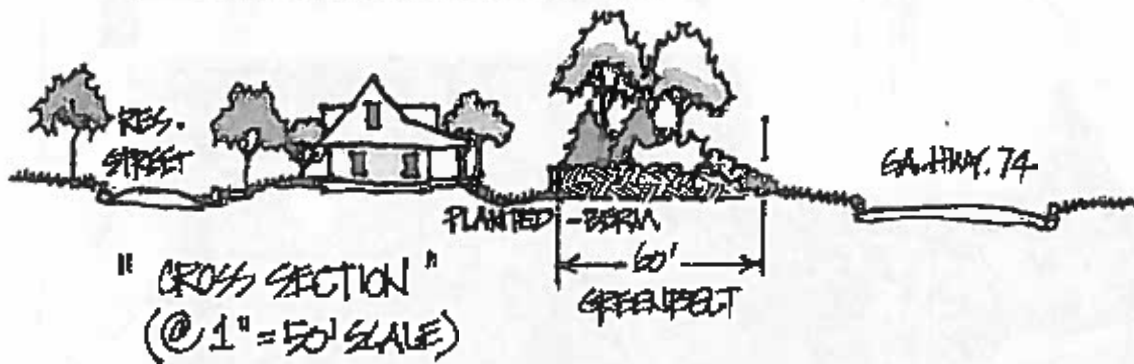
Office of Integrated Solutions  
 10000 W. 10th Ave. Suite 100  
 Denver, CO 80202  
 (303) 751-1000  
 www.integrated-solutions.com

- NOTES:
1. TOTAL ACRES: 1.00
  2. TOTAL LOTS: 100
  3. TOTAL SQUARE FEET: 1,000,000
  4. TOTAL GARAGE SPACES: 100
  5. TOTAL PARKING SPACES: 100
  6. TOTAL BIKE RACKS: 100
  7. TOTAL TREES: 100
  8. TOTAL PLANTS: 100
  9. TOTAL LIGHT FIXTURES: 100
  10. TOTAL ELECTRICAL PANELS: 100
  11. TOTAL WATER MAINS: 100
  12. TOTAL SANITARY MAINS: 100
  13. TOTAL GAS MAINS: 100
  14. TOTAL FIRE ALARMS: 100
  15. TOTAL SECURITY SYSTEMS: 100
  16. TOTAL SMOKE DETECTORS: 100
  17. TOTAL SPRINKLER SYSTEMS: 100
  18. TOTAL ELEVATORS: 100
  19. TOTAL ESCAPE ROUTES: 100
  20. TOTAL EMERGENCY EXITS: 100
  21. TOTAL STAIRWELLS: 100
  22. TOTAL ELEVATOR SHAFTS: 100
  23. TOTAL MECHANICAL ROOMS: 100
  24. TOTAL ELECTRICAL ROOMS: 100
  25. TOTAL WATER TREATMENT PLANTS: 100
  26. TOTAL WASTE TREATMENT PLANTS: 100
  27. TOTAL BIOWASHERS: 100
  28. TOTAL BIOWASHERS: 100
  29. TOTAL BIOWASHERS: 100
  30. TOTAL BIOWASHERS: 100

- LEGEND:
- 1. EXISTING IMPROVEMENTS
  - 2. PROPOSED IMPROVEMENTS
  - 3. PROPOSED LOT LINES
  - 4. PROPOSED DRIVEWAYS
  - 5. PROPOSED DRIVEWAYS
  - 6. PROPOSED DRIVEWAYS
  - 7. PROPOSED DRIVEWAYS
  - 8. PROPOSED DRIVEWAYS
  - 9. PROPOSED DRIVEWAYS
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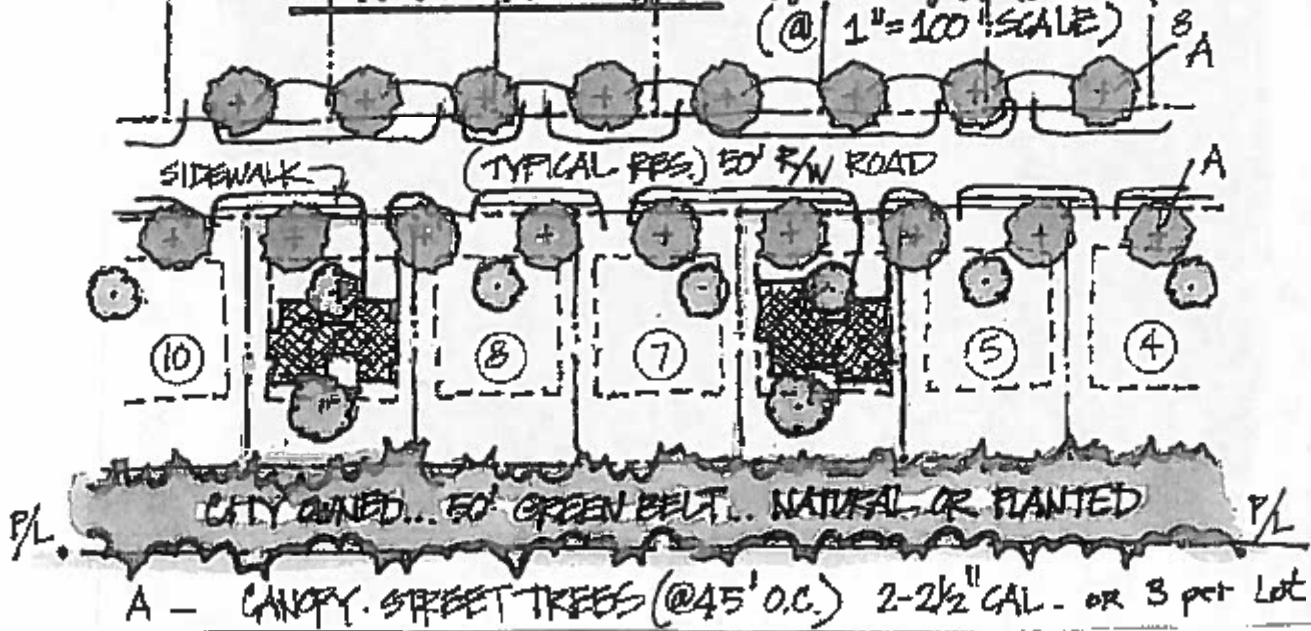


# PLANTED BERM - FRONTAGE



## STREETSCAPE TREE PLANS:

(@ 1" = 100' SCALE)



DATE	10/15/14
PROJECT	THE GATES II
CLIENT	THE GATES II DEVELOPMENT
SCALE	AS SHOWN
DRAWN BY	...
CHECKED BY	...
APPROVED BY	...



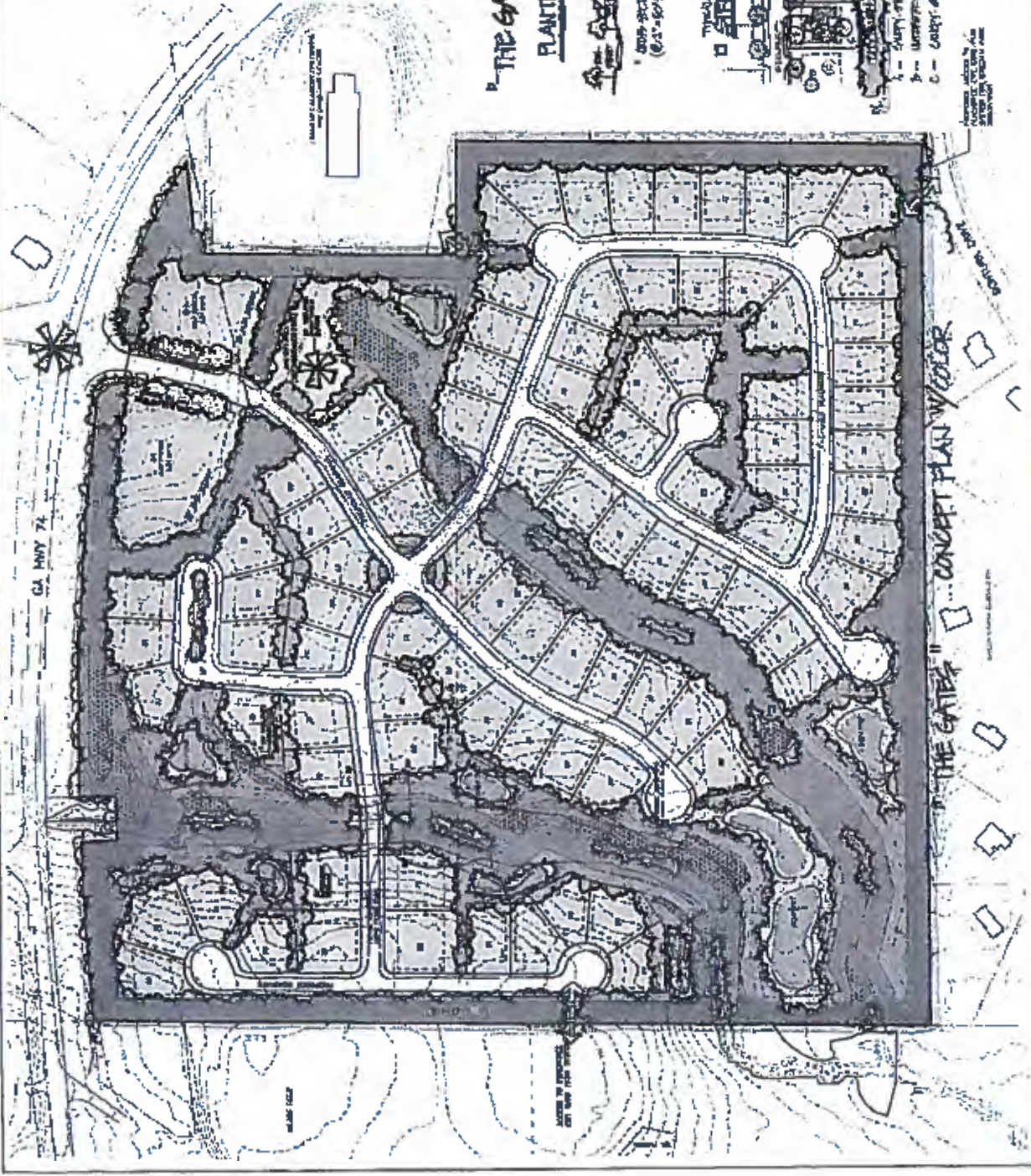
Site is adjacent to existing site located at the intersection of Hwy 74 and Hwy 101. The site is bounded by Hwy 74 to the north, Hwy 101 to the east, and the existing site to the south and west.

**NOTES:**  
 1. THIS PLAN IS FOR THE PROPOSED DEVELOPMENT OF THE GATES II.  
 2. THE GATES II DEVELOPMENT IS A 100-UNIT RESIDENTIAL DEVELOPMENT.  
 3. THE GATES II DEVELOPMENT IS A 100-UNIT RESIDENTIAL DEVELOPMENT.  
 4. THE GATES II DEVELOPMENT IS A 100-UNIT RESIDENTIAL DEVELOPMENT.

**THE GATES II ... PLANTING PLAN:  
 PLANTED PERIM. FRONTAGE BY**



**landscaping**  
 1 - 10' x 10' x 10' (10' x 10' x 10')  
 2 - 10' x 10' x 10' (10' x 10' x 10')  
 3 - 10' x 10' x 10' (10' x 10' x 10')



**THE GATES II ... CONCEPT PLAN w/ COLOR**



Scale: 1" = 100'

DATE: 10/15/14

NO.	DESCRIPTION	DATE	BY	CHECKED
1	PRELIMINARY	10/15/08	JL	ML
2	REVISED	11/10/08	JL	ML
3	REVISED	11/10/08	JL	ML
4	REVISED	11/10/08	JL	ML
5	REVISED	11/10/08	JL	ML
6	REVISED	11/10/08	JL	ML
7	REVISED	11/10/08	JL	ML
8	REVISED	11/10/08	JL	ML
9	REVISED	11/10/08	JL	ML
10	REVISED	11/10/08	JL	ML



City of Los Angeles, Department of Public Works  
 Planning and Development Department  
 1200 N. G Street, Room 200  
 Los Angeles, CA 90012  
 Phone: (213) 473-3000  
 Fax: (213) 473-3001  
 Website: www.lapd.com

- 1. ALL DIMENSIONS SHALL BE IN FEET AND INCHES.
- 2. ALL DIMENSIONS SHALL BE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.
- 3. ALL DIMENSIONS SHALL BE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.
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