



LAWRENCEVILLE

GEORGIA

CITY COUNCIL SPECIAL CALL AGENDA

Wednesday, September 18, 2019
4:00 PM

Council Assembly Room
70 S. Clayton St, GA 30046

Call to Order

Council Business

- [1.](#) Intergovernmental Agreement with Gwinnett County for the Bicentennial Plaza
- [2.](#) Purchasing Ordinance Amendment
- [3.](#) Ordinance Amendment to Add Aesthetic Standards
- [4.](#) Ordinance Amendment to Provide for a Wireless Facilities and Antennas Ordinance
- [5.](#) Ordinance Amendment to Provide for an Electrical Pole Attachment Ordinance

Final Adjournment



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: SPECIAL CALL, SEPTEMBER 18, 2019

AGENDA CATEGORY: COUNCIL BUSINESS

Item:	Intergovernmental Agreement with Gwinnett County for the Bicentennial Plaza
Department:	City Manager
Date of Meeting:	Wednesday, September 18, 2019
Fiscal Impact:	To Be Determined but this was anticipated and budgeted
Presented By:	Steve North, Deputy City Manager
Action Requested:	Approval of Intergovernmental Agreement with Gwinnett County for the Bicentennial Plaza and authorize the Mayor to execute the documents after approval of the City Attorney.

Summary: As part of Gwinnett County's Bicentennial celebration, the County constructed a park at the former site of Fire Station 15 on a portion of the block between Clayton and Perry Streets bordered by Luckie Street in Lawrenceville's downtown. There was an agreement in principle that when the County constructed the Bicentennial Plaza, in a joint partnership, the City would operate and maintain the park. This Intergovernmental Agreement (IGA) formalizes that partnership and provides the framework for which party will be responsible for the different aspects of the Plaza. It also gives the County Administrator and the City Manager authority to enter into any additional agreements that may be needed to facilitate the ongoing management and maintenance of the Plaza. All major items of concern have been incorporated into the agreement and either the County or City assigned responsibility. Staff recommends approval.

**INTERGOVERNMENTAL AGREEMENT FOR
THE GWINNETT COUNTY BICENTENNIAL PLAZA**

THIS INTERGOVERNMENTAL AGREEMENT FOR THE GWINNETT COUNTY BICENTENNIAL PLAZA (hereinafter referred to as the “Intergovernmental Agreement”) is made and entered into this the ____ day of _____, 2019, by and between the **CITY OF LAWRENCEVILLE**, a municipal corporation chartered by the State of Georgia (hereinafter referred to as “LAWRENCEVILLE”) and **GWINNETT COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter referred to as the “COUNTY”).

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia authorizes any county, municipality or other political subdivision of the State to contract for a period not exceeding fifty (50) years, with any county, municipality or political subdivision or with any other public agency, public corporation or public authority, for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, Gwinnett County was founded on December 18, 1818; and

WHEREAS, the County constructed a Bicentennial Plaza to commemorate the first 200 years of the County’s history (hereinafter referred to as the “Plaza”) at 275 South Perry Street in Lawrenceville, as shown on the map attached hereto and incorporated herein by reference as Exhibit “A”, and dedicated the Plaza on December 18, 2018; and

WHEREAS, Lawrenceville has been the County seat of Gwinnett County since 1821; and

WHEREAS, Lawrenceville and the County, upon careful review and consideration, have concluded that it is in their best interests, as well as in the best interests of their respective citizens,

to cooperate so as to provide herein for the operation, maintenance, and repair of the Plaza and to set forth herein their agreements regarding the same.

NOW, THEREFORE, for and in consideration of the promises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lawrenceville and the County do hereby agree as follows:

GENERAL PROVISIONS

1. County Responsibilities.

The County shall own the Plaza and shall maintain walking surfaces, granite walls and signage on the walls, retaining wall, metal fence, storm drainage, historic storyboard panels, the time capsule and marker, street furniture, and any artwork commissioned by the County. The County shall hold and manage all warranties from the construction of the Plaza until their expiration on April 14, 2020.

2. Lawrenceville Responsibilities.

Lawrenceville shall operate, program, maintain, and repair the Plaza except as noted above in Item 1—County Responsibilities. Lawrenceville shall be solely responsible for all costs and expenses associated with the operation, maintenance, and repair of the Plaza and the County shall have no responsibility in this regard except as noted in Item 1—County Responsibilities. Lawrenceville shall be responsible for utilities, including water and power, irrigation systems, electrical outlets, and electric service panels; grounds maintenance including mowing, landscaping, trash removal, graffiti removal, and debris removal; and the maintenance of street lighting within the Plaza.

3. Insurance.

Contracts providing insurance against damage to the Plaza shall be procured and held by the County. Such insurance contracts shall be of the same types and amounts as held by the County for

other County buildings and facilities. Lawrenceville shall maintain commercial general liability insurance coverage in the amount of no less than \$1,000,000.00 dollars for bodily injury and property damage.

4. Alcoholic Beverage Provisions.

The alcoholic beverage provisions prescribed in Chapter 4 of the Code of the City of Lawrenceville adopted April 10, 2019, shall apply, as amended, and such provisions pertain to the City of Lawrenceville Downtown Entertainment District. The Downtown Entertainment District includes the Plaza as shown on the map attached hereto and incorporated herein by reference as Exhibit “B.”

5. Term.

The term of this Agreement shall be fifty (50) years from the date first set forth above.

6. Default.

It is covenanted and agreed that, if the County or Lawrenceville shall neglect or fail to perform or observe any of the covenants, terms, provisions or conditions contained in this Intergovernmental Agreement on its part to be performed or observed after written notice specifying the covenant, term, provision, or condition with required action to correct or cure same, and sixty (60) days having elapsed from the date of receipt of such written notice or such additional time as is reasonably required to cure or correct any such default, then the parties agree that, prior to initiating any litigation, they will participate in non-binding mediation in an attempt to resolve the dispute. Should such non-binding mediation prove unsuccessful, the parties shall be free to pursue all remedies available by law, including but not limited to, specific performance.

7. Force Majeure.

Except as otherwise provided, neither party shall be obligated to perform hereunder and

neither party shall be deemed to be in default if performance is prevented by (a) fire not caused by the negligence of either party, earthquake, flood, act of God occurring at the premises, or (b) any law, ordinance, rule, regulation or order of any public or military institution stemming from the existence of economic or energy controls, hostilities, war or governmental law or regulation.

8. Assignment.

This Agreement may not be assigned, in whole or in part, by either party without the prior written consent of the other party.

9. Modification.

This Agreement cannot be changed or modified except by agreement in writing executed by all parties hereto.

10. Notices.

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

a. If to the County:

County Administrator
Gwinnett Justice and Administrative Center
75 Langley Drive
Lawrenceville, Georgia 30046

With a copy to:

County Attorney
Gwinnett Justice and Administrative Center
75 Langley Drive
Lawrenceville, Georgia 30046

b. If to Lawrenceville:

City Manager
City of Lawrenceville, Georgia
70 South Clayton Street, P.O. Box 2200
Lawrenceville, Georgia 30046

With a copy to:

Lawrenceville City Attorney
Thompson, Sweeny, Kisinger & Pereira, P.C.
P.O. Drawer 1250
690 Longleaf Drive
Lawrenceville, Georgia 30046
(770) 963-1997
(770) 822-2913 tele facsimile

Either party may at any time change the address where notices are to be sent or the party or person to whom such notices should be directed by the delivery or mailing to the above person or parties of a notice stating the change. The date of receipt shall be the date of delivery if delivered in person to the recipient or, in the event of registered or certified United States mail, the date of receipt shall be the date as specified on the date of the signed receipt or if unclaimed, refused or undeliverable, the date of receipt shall be the date of the official United States postmark.

11. Consent of Parties.

Whenever, under any provision of this Agreement, the approval or consent of either party is required, the decision thereon shall be given promptly and such approval, authorization or consent shall not be withheld unreasonably or arbitrarily. It is further understood and agreed that whenever under any provisions of this Agreement approval or consent is required, the approval or consent shall be given by the person executing this Agreement or his duly appointed successor or by one of the

persons authorized by law or by any one of the persons, as the case may be, designated in notification signed by or on behalf of the respective party. Where approval on the part of the County requires a vote by the Board of Commissioners, both parties will use their best efforts to expedite such action, allowing the time necessary for consideration of such action before the Board of Commissioners at a regular meeting. Where approval on the part of Lawrenceville requires a vote by the City Council, both parties will use their best efforts to expedite such action, allowing the time necessary for consideration of such action before the City Council at a regular meeting.

12. Governing Law.

This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Georgia. In case of an inconsistency between the terms of this Agreement and any applicable general or special law, said general or special law shall govern.

13. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

14. Illegality of Terms.

It is agreed that the illegality or invalidity of any term or clause of this Agreement shall not affect the validity of the remainder of the Agreement, and the Agreement shall remain in full force and effect as if such illegal or invalid term or clause were contained herein unless the elimination of such provision detrimentally reduces the consideration that either party is to receive under this Agreement or materially affects the continuing operation of this Agreement.

15. No Waiver.

No consent or waiver, express or implied, by either party, to any breach of any covenant,

condition or duty of the other, shall be construed as a consent to, or waiver of, any other breach of the same, or any other covenant, condition or duty.

16. Time of Essence.

Time is of the essence under this Agreement.

17. Remedies Cumulative.

The specified remedies to which the parties may resort under the terms of this Agreement are cumulative and are not intended to be exclusive of any other remedies or means of redress to which either party may be lawfully entitled in case of any breach or threatened breach of any provision of this Agreement.

18. Entire Agreement.

This Agreement constitutes all of the understandings and agreements of whatsoever nature or kind existing between the parties with regard to the leasing or development of the project.

19. Venue.

Venue to enforce this Agreement shall lie only in either the Superior Court or the State Court of Gwinnett County, and all defenses to such venue are hereby waived.

20. Delegation,

The County hereby delegates to the County Administrator, and Lawrenceville hereby delegates to the City Manager, authority to enter into, on behalf of the County and Lawrenceville, further agreements more specifically addressing maintenance, operational, or scheduling issues related to the Plaza.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers and representatives as of the day and year first above written, as a sealed

instrument.

Attest:

CITY OF LAWRENCEVILLE

By: _____
City Clerk

(City Seal)

By: _____
JUDY JORDAN JOHNSON, Mayor

Attest:

GWINNETT COUNTY, GEORGIA

By: _____
County Clerk

(County Seal)

By: _____
CHARLOTTE J. NASH, Chairman
Board of Commissioners

Approved as to Form:

Senior Assistant County Attorney



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: SPECIAL CALL, SEPTEMBER 18, 2019
AGENDA CATEGORY: COUNCIL BUSINESS

- Item:** Purchasing Ordinance Amendment
- Department:** Purchasing
- Date of Meeting:** Wednesday, September 18, 2019
- Fiscal Impact:** None
- Presented By:** Steve North
- Action Requested:** Approval

Summary: This change to the Purchasing Ordinance is to update the advertising requirements for bids to match State law and to update the section on vehicle purchases to match City practice with the change to the use of a vehicle fund.

Background: The City policy today is that bids are required to be advertised for 15 days and in a newspaper. Staff recommends changing this to comply with advertising as required by State law.

The current ordinance states if the purchase of a specific type of vehicle is included as an approved line item in the vehicle replacement program and/or a new vehicle in the annual budget and the bid price does not exceed the budgeted amount, the City Manager shall be authorized to purchase without seeking additional or specific approval of the City Council.

Staff is proposing to update this section so if the purchase of a specific vehicle is included as part of an approved list as part of the budget and the competitive purchase price for the list of vehicles does not exceed the cumulative budgeted amount in the vehicle replacement program, then the City Manager shall be authorized to purchase the approved vehicles without seeking additional or specific approval of the City Council. This will take out the line item requirement since the replacement program is a capital project.

The final item is to add an exemption to Section 2-258 as (n) to exempt items for police confidential and secure activities from approval the Procurement Ordinance with City Manager approval. An example of this would be vehicles used for undercover operations.

Fiscal Impact: None

Attachments/Exhibits:

Copy of the proposed Ordinance change attached.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF LAWRENCEVILLE, GEORGIA, CHAPTER 2, ARTICLE IX, SECTION 2-255(C) AND SECTION 2-266 TO PROVIDE FOR UPDATED ADVERTISING AND VEHICLE PURCHASES

The City Council of the City of Lawrenceville, Georgia hereby ordains that Chapter 2, Article IX of the Code of the City of Lawrenceville, Georgia is hereby amended by deleting Section 2-255(c) – Competitive Sealed Bidding, Public Notice in its entirety and replacing it with the following:

Sec. 2-2-255 (c) to read: Public Notice. Public notice shall be advertised as required by Georgia law. The public notice shall contain a general description of the item or service to be purchased, shall state the location where documents may be obtained and the date, time and place of bid receipt. Notice of any required bonding and insurance shall be included in the public notice.

Further, Chapter 2, Article IX of the Code of the City of Lawrenceville, Georgia is hereby amended by amending Section 2-258 – Exemptions by adding the following:

(n) Materials or services required for confidential and secure investigations, apprehensions and detentions of individuals suspected of or convicted of criminal offenses by law enforcement personnel, however such exemptions shall be subject to approval by the City Manager or his designee.

Further, Chapter 2, Article IX of the Code of the City of Lawrenceville, Georgia is hereby amended by deleting Section 2-266 – Vehicle Purchases in its entirety and replacing it with the following:

Sec. 2-266. - Vehicle purchases.

Competitive procurement methods shall be used for all vehicle purchases. If the purchase of a specific vehicle is included as part of an approved list in the vehicle replacement program as part of the annual budget and the competitive purchase price for said list of vehicles does not exceed the cumulative budgeted amount in the vehicle replacement program, then the City Manager shall be authorized to approve the purchase of the list of vehicles without seeking additional or specific approval of the City Council. If a specific type of vehicle is listed for replacement and a different type of vehicle is requested to be substituted, the new vehicle shall be approved by the City Manager. For the purposes of this section, the term "vehicle" means automobiles and motorcycles, but does not include heavy equipment, heavy machinery, trailers and similar items.

Except as amended in this Ordinance, all other provisions of Chapter 2 of the Code of the City of Lawrenceville, Georgia, shall remain in full force and effect.

IT IS SO ORDAINED, this _____ day of _____, 2019.

Attest:

Judy Jordan Johnson, Mayor

Karen Pierce, City Clerk



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: SPECIAL CALL, SEPTEMBER 18, 2019

AGENDA CATEGORY: COUNCIL BUSINESS

Item:	Ordinance Amendment to Add Aesthetic Standards
Department:	City Manager
Date of Meeting:	Wednesday, September 18, 2019
Fiscal Impact:	None
Presented By:	Chuck Warbington
Action Requested:	Approve ordinance amendment to add aesthetic standards to the regulations related to utility right-of-way encroachment

Summary: New legislation was passed and will go into effect on October 1, 2019 regarding small wireless facilities in the right of way. The City needs to update its ordinances to help us comply with the new law and provide a way to streamline the process.

Attachments/Exhibits:
Aesthetic Standards

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF LAWRENCEVILLE,
GEORGIA, TO AMEND THE REGULATIONS RELATED TO UTILITY RIGHT-OF-WAY
ENCROACHMENT

The City Council of the City of Lawrenceville, Georgia hereby ordains that Article V. of Chapter 32 of the Code of the City of Lawrenceville, Georgia be amended as follows:

Amend existing Section 32-89 entitled "Other provisions." to be renumbered to Section 32-90. Then add and insert the following a new Section 32-89 to be titled "Aesthetic standards.", which shall appear and read as follows:

SECTION 32-89. - AESTHETIC STANDARDS

(a) *Authority and Scope.*

- (1) O.C.G.A. § 32-4-92(a)(10) authorizes the City to establish reasonable regulations for the installation, construction, maintenance, renewal, removal, and relocation of pipes, mains, conduits, cables, wires, poles, towers, traffic and other signals, and other equipment, facilities, or appliances in, on, along, over, or under the public roads of the City Further, 47 U.S.C. § 253(c) provides that the City has authority to manage its public rights of way.
- (2) The City finds it is in the best interest of the City and its residents and businesses to establish aesthetic requirements and other specifications and reasonable conditions regarding placement of facilities in the public rights of way. These requirements, specifications and conditions are adopted in order to protect the public health, safety and welfare of the residents and businesses of the City and to reasonably manage and protect the public rights of way and its uses in the City.
- (3) The objective of this Article is to ensure use of the public rights of way: (i) is consistent with the design, appearance and other features of nearby land uses; (ii) protects the integrity of historic, cultural and scenic resources; and (iii) does not harm residents' quality of life.
- (4) This Article applies to all requests to locate facilities in the public rights of way and ongoing use of the public rights of way for such facilities. This Article is established pursuant to City Charter and applicable law. This Article is administered by the City Clerk.
- (5) Placement or modification of facilities in the public right of way shall comply with this Article at the time the permit for installation or modification is approved and as amended from time to time. Permittees are required to comply with City Code and applicable law and regulations.

(b) *Definitions.* Unless otherwise defined in Section 32-81, terms used in this Article shall have the meanings given them in O.C.G.A. § 36-66C-2.

(c) *Cross References.* Definitions in this Article include references and citations to applicable federal and state laws. In the event that any referenced section is amended, the definition in the referenced section, as amended, shall control.

(d) *Facilities Standards.*

- (1) Facilities must be compatible in size, mass, and color to similar facilities in the same zoning area, with a goal of minimizing the physical and visual impact on the area.
- (2) Facilities in the residential, historical and architecturally significant areas shall be visually and architecturally integrated with the residential, historical and architecturally significant areas in which they are located and shall not interfere with prominent vistas or significant public view corridors.
- (3) Facilities must be located in alignment with existing trees and/or facilities.
- (4) Facilities must maintain the integrity and character of the neighborhoods and corridors in which the facilities are located.

(e) *Undergrounding.* Except as provided in (1) and (2), facilities shall be installed underground in [INSERT AREA / ZONE / DISTRICT] so long as placement underground will not materially impact the provision of service. Any individual requesting to locate facilities above ground in [INSERT AREA / ZONE / DISTRICT] has the burden to demonstrate by clear and convincing evidence that undergrounding will effectively prohibit the provision of the service in question.

- (1) Light poles and small wireless facilities collocated thereon may be located above ground in areas of the City where facilities are primarily located underground.
- (2) The City may: (i) allow collocated small wireless facilities placed aboveground prior to the effective date of this Code and subject to any applicable pole attachment agreement to remain above ground; or (ii) allow the wireless provider to replace the pole associated with previously collocated small wireless facilities at the same location or propose an alternate location within 50 feet of the prior location, which the wireless provider shall use unless such alternate location imposes technical limits or significant additional costs.

(f) *Historic District.* Facilities installed in the historic district of the City shall conform to the provisions of the [insert name for plan or other document identifying requirements for historic district].

(g) *Camouflaging.* Facilities must be designed using camouflaging techniques that make them as unobtrusive as possible if:

- (1) It is not possible or desirable to match the design and color of facilities with the similar facilities in the same zoning area, as required under d(1); or

(2) Existing facilities in the area are out of character with a streetscape plan or other aesthetic plan that has been adopted by the City.

(h) *Concealment.* Facilities shall incorporate specific concealment elements to minimize visual impacts.

(i) *Preferred Locations.*

(1) Unless otherwise provided by applicable law, facilities shall, to the extent that is it reasonable, be placed in the following areas of the City (i) Industrial (ii) Commercial; (iii) Residential. These areas are identified in terms of priority, meaning Industrial is the most preferred location, followed by Commercial, etc.

(2) Facilities may be located outside areas identified in i(1)if: (i) facilities must be placed outside of the areas identified in i(1) in order to maintain existing services, improve services, or new service can only be provided if facilities are placed in areas located outside of those identified in (1); or (ii) the proposed facilities will meet all applicable requirements for the non-preferred location and will complement the character of the zoning area.

(j) *Installation and Modification Standards.* Installation of new facilities in, on, along, over, or under the public rights of way or modification of existing facilities in, on, along, over, or under the public rights of way shall:

Minimize risks to public safety;

- (1) Ensure that placement of facilities on existing structures is within the tolerance of those structures;
- (2) Ensure that installations and modifications are subject to periodic review to minimize the intrusion on the right of way;
- (3) Ensure that the City bears no risk or liability as a result of the installations or modifications; and
- (4) Ensure that use of the public rights of way does not inconvenience the public, interfere with the primary uses of the public rights of way, or hinder the ability of the City or other government entities to improve, modify, relocate, abandon, or vacate the right of way or any portion thereof, or to cause the improvement, modification, relocation, vacation, or abandonment of facilities in the right of way.

(k) *Plans for Use.* No facilities shall be placed in, on, along, over, or under the public rights of way unless: (i) there are immediate plans to use the proposed facility; or (ii) there is a contract with another party that has immediate plans to use the proposed facility.

(l) *Contact Information.* Every facility placed in the public rights of way shall at all times display signage that accurately identifies the facility owner and provides the facility owner's

unique site number, and also provides a local or toll-free telephone number to contact the facility owner's operations center.

IT IS SO ORDAINED, this ____ day of _____, 2019.

Judy Jordan Johnson, Mayor

Attest:

Karen Pierce, City Clerk



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: SPECIAL CALL, SEPTEMBER 18, 2019

AGENDA CATEGORY: COUNCIL BUSINESS

Item:	Ordinance Amendment to Provide for a Wireless Facilities and Antennas Ordinance
Department:	City Manager
Date of Meeting:	Wednesday, September 18, 2019
Fiscal Impact:	None
Presented By:	Chuck Warbington
Action Requested:	Approve ordinance amendment to provide for a wireless facilities and antennas ordinance

Summary: New legislation was passed and will go into effect on October 1, 2019 regarding small wireless facilities in the right of way. The City needs to update its ordinances to help us comply with the new law and provide a way to streamline the process.

Attachments/Exhibits:
Small Cell Ordinance

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF LAWRENCEVILLE, GEORGIA, TO PROVIDE FOR A WIRELESS FACILITIES AND ANTENNAS ORDINANCE

The City Council of the City of Lawrenceville, Georgia hereby ordains that Chapter 32 of the Code of the City of Lawrenceville, Georgia be amended by adding a new article to be designated as Article VI. Wireless Facilities and Antennas Ordinance, which shall appear and read as follows:

ARTICLE VI. - WIRELESS FACILITIES AND ANTENNAS ORDINANCE

Sec. 32-101. – Purpose and Compliance.

- (a) O.C.G.A. § 32-4-92(a)(10) authorizes the City of Lawrenceville, Georgia (the “City”) to establish reasonable regulations for the installation, construction, maintenance, renewal, removal, and relocation of pipes, mains, conduits, cables, wires, poles, towers, traffic and other signals, and other equipment, facilities, or appliances in, on, along, over, or under the public roads of the City. Further, 47 U.S.C. § 253(c) provides that the City has authority to manage its public rights of way. Finally, the Georgia Streamlining Wireless Facilities and Antennas Act., O.C.G.A. Title 36, Chapter 66C (the “SWFAA”), addresses the placement of small wireless facilities in the public rights of way of the City,
- (b) The City finds it is in the best interest of the City and its residents and businesses to establish requirements, specifications, and reasonable conditions regarding placement of small wireless facilities, poles in the public rights of way. These requirements, specifications and conditions are adopted in order to protect the public health, safety and welfare of the residents and businesses of the City and to reasonably manage and protect the public rights of way and its uses in the City.
- (c) The objective of this Ordinance is to (i) implement the SWFAA and (ii) ensure use of the public rights of way is consistent with the design, appearance and other features of nearby land uses, protects the integrity of historic, cultural and scenic resources and does not harm residents’ quality of life.
- (d) Any colocation with an Electric Facility owed by the City shall comply with the Electrical Pole Attachment Ordinance. (See Article VII. of Chapter 32. of the Code of the City of Lawrenceville, Georgia.)

Sec. 32-102. – Definitions.

Section 1.1 Unless defined below, terms used in this Ordinance shall have the meanings given them in O.C.G.A. § 36-66C-2.

[Alternative Text for Section 1.1]¹ As used in this Ordinance, the following terms have the following meanings:

(a) “Antenna” means: (i) communications equipment that transmits, receives, or transmits and receives electromagnetic radio frequency signals used in the provision of wireless services or other wireless communications; or (ii) Communications equipment similar to equipment described in part (i) used for the transmission, reception, or transmission and reception of surface waves. Such term shall not include television broadcast antennas, antennas designed for amateur radio use, or satellite dishes for residential or household purposes.

Commented [A1]: Do you prefer to refer to the Statute for Definitions or use the “Alternative Text”?

(b) “Applicable Codes” means uniform building, fire, safety, electrical, plumbing, or mechanical codes adopted by a recognized national code organization to the extent such codes have been adopted by the State of Georgia or the City or are otherwise applicable in the City.

(c) “Applicant” means any person that submits an application.

(d) “Application” means a written request submitted by an applicant to the City for a permit to: (i) collocate a small wireless facility in a right of way; or (ii) install, modify, or replace a pole or decorative pole in a right of way on which a small wireless facility is or will be located.

(e) “Authority Pole” means a pole owned, managed, or operated by or on behalf of the City. Such term shall not include poles, support structures, electric transmission structures, or equipment of any type owned by the City in its capacity as an electric supplier.

Commented [A2]: This definition was changed to follow the ECG suggestion.

(f) “Collocate” or “Collocation” means to install, mount, modify, or replace a small wireless facility on or adjacent to a pole, decorative pole, or support structure.

(g) “Communications Facility” means the set of equipment and network components, including wires and cables and associated equipment and network components, used by a communications service provider to provide communications services.

(h) “Communications Service Provider” means a provider of communications services.

¹ These definitions mirror the SWFAA. Incorporating them directly into the Aesthetics standards means Cities and Counties will need to amend their codes / ordinances if the legislature changes SWFAA definitions. If Cities / Counties adopt the alternative text, remember to monitor the SWFAA and incorporate changes into your codes / ordinances.

(i) “Communications Services” means cable service as defined in 47 U.S.C. § 522(6); telecommunications service as defined in 47 U.S.C. § 153(53); information service as defined in 47 U.S.C. Section 153(24), as each such term existed on January 1, 2019; or wireless services.

(j) “Consolidated Application” means an application for the collocation of multiple small wireless facilities on existing poles or support structures or for the installation, modification, or replacement of multiple poles and the collocation of associated small wireless facilities.

(k) “Decorative Pole” means an authority pole that is specially designed and placed for aesthetic purposes.

(l) “Electric Supplier” means any electric light and power company subject to regulation by the Georgia Public Service Commission, any electric membership corporation furnishing retail service in this state, and any municipality which furnishes such service within this state. The City is an Electric Supplier. See Electrical Pole Attachment Ordinance for terms applicable to such facilities owned by the City.

Commented [A3]: This was updated based on ECG suggestion.

(m) “Eligible Facilities Request” means an eligible facilities request as set forth in 47 C.F.R. § 1.40001(b)(3), as it existed on January 1, 2019.

(n) “FCC” means the Federal Communications Commission of the United States.

(o) “Fee” means a one-time, nonrecurring charge based on time and expense.

(p) “Historic District” means: (i) any district, site, building, structure, or object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the secretary of the interior of the United States in accordance with Section VI.D.1.a.i-v of the Nationwide Programmatic Agreement codified by 47 C.F.R. Part 1; (ii) any area designated as a historic district under Article 2 of Chapter 10 of Title 44, the Georgia Historic Preservation Act; or (iii) any area designated as a historic district or property by law prior to April 26, 2019.

(q) “Law” means and includes any and all federal, state, or local laws, statutes, common laws, codes, rules, regulations, orders, or ordinances.

(r) “Micro Wireless Facility” means a small wireless facility not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height that has an exterior antenna, if any, no longer than 11 inches.

(s) “Permit” means a written authorization, in electronic or hard copy format, required to be issued by the City to initiate, continue, or complete the collocation of a small wireless facility or the installation, modification, or replacement of a pole or decorative pole upon which a small wireless facility is collocated.

(t) “Person” means an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization, including an authority.

(u) “Pole” means a vertical pole such as a utility, lighting, traffic, or similar pole made of wood, concrete, metal, or other material that is lawfully located or to be located within a right of way, including without limitation a replacement pole and an authority pole. Such term shall not include a support structure, decorative pole, or electric transmission structure.

(v) “Rate” means a recurring charge.

(w) “Reconditioning Work” means the activities associated with substantially painting, reconditioning, improving, or repairing authority poles.

(x) “Replace,” “Replacement” or “Replacing” means to replace a pole or decorative pole with a new pole or a new decorative pole, similar in design, size, and scale to the existing pole or decorative pole consistent with 47 C.F.R. § 1.40001(b)(7) as it existed on January 1, 2019, in order to address limitations of, or change requirements applicable to, the existing pole to structurally support the collocation of a small wireless facility.

(y) “Replacement Work” means the activities associated with replacing an authority pole.

(z) “Right of Way” means, generally, property or any interest therein, whether or not in the form of a strip, which is acquired for or devoted to a public road; provided, however, that such term shall apply only to property or an interest therein that is under the ownership or control of the City and shall not include property or any interest therein acquired for or devoted to an interstate highway or the public rights, structures, sidewalks, facilities, and appurtenances of buildings for public equipment and personnel used for or engaged in administration, construction, or maintenance of public roads or research pertaining thereto or scenic easements and easements of light, air, view and access.

(aa) “Small Wireless Facility” means radio transceivers; surface wave couplers; antennas; coaxial, fiber optic, or other cabling; power supply; backup batteries; and comparable and associated equipment, regardless of technological configuration, at a fixed location or fixed locations that enable communication or surface wave communication between user equipment and a communications network and that meet both of the following qualifications: (i) each wireless provider's antenna could fit within an enclosure of no more than six cubic feet in volume; and (ii) all other wireless equipment associated with the facility is cumulatively no more than 28 cubic feet in volume, measured based upon the exterior dimensions of height by width by depth of any enclosure that may be used. The following types of associated ancillary equipment are not included in the calculation of the volume of all other wireless equipment associated with any such facility: electric meters; concealment elements; telecommunications demarcation boxes; grounding equipment; power transfer switches; cut-off switches; and vertical cable runs for connection of power and other services. Such term shall not include a pole, decorative

pole, or support structure on, under, or within which the equipment is located or collocated or to which the equipment is attached and shall not include any wireline backhaul facilities or coaxial, fiber optic, or other cabling that is between small wireless facilities, poles, decorative poles, or support structures or that is not otherwise immediately adjacent to or directly associated with a particular antenna.

(bb) “State” means the State of Georgia.

(cc) “Support Structure” means a building, billboard, water tank, or any other structure to which a small wireless facility is or may be attached. Such term shall not include a decorative pole, electric transmission structure, or pole.

(dd) “Wireless Infrastructure Provider” means any person, including a person authorized to provide telecommunications services in this state, that builds, installs, or operates small wireless facilities, poles, decorative poles, or support structures on which small wireless facilities are or are intended to be used for collocation but that is not a wireless services provider.

(ee) “Wireless Provider” means a wireless infrastructure provider or a wireless services provider.

(ff) “Wireless Services” means any services provided to the public using licensed or unlicensed spectrum, including the use of Wi-Fi, whether at a fixed location or mobile.

(gg) “Wireless Services Provider” means a person that provides wireless services.

(hh) “Wireline Backhaul Facility” means an aboveground or underground wireline facility used to transport communications data from a telecommunications demarcation box associated with small wireless facility to a network.

Section 1.2 In the event that any federal or state law containing definitions used in this Ordinance is amended, the definition in the referenced section, as amended, shall control.

Sec. 32-103. – Permits.

- (a) A permit is required to collocate a small wireless facility in the public right of way or to install, modify, or replace a pole or a decorative pole in the public right of way. A permit is not required to perform the activities described in O.C.G.A. § 36-66C-6(e) or (f).
- (b) Any person seeking to collocate a small wireless facility in the public right of way or to install, modify, or replace a pole or a decorative pole in the public right of way shall submit an application to the City Clerk for a permit. Applications are available from the City Clerk. The application template is available by request from the City Clerk. Any material change to information contained in an application shall be

submitted in writing to the City Clerk within 30 days after the events necessitating the change.

- (c) Each application for a permit shall include the maximum application fees permitted under O.C.G.A. § 36-66C-5(a)(1), (a)(2) and (a)(3). Such maximum application fees shall automatically increase on January 1 of each year beginning January 1, 2021, as provided under O.C.G.A. § 36-66C-5(b).
- (d) The City Clerk shall review applications for permits according to the timelines and using the procedures identified in O.C.G.A. §§ 36-66C-7 and 36-66C-13.
- (e) Applications for permits shall be approved except as follows:
 - (1) In order to receive a permit to install a pole or replace a decorative pole, the applicant must have determined after diligent investigation that it cannot meet the service objectives of the permit by collocating on an existing pole or support structure on which: (i) the applicant has the right to collocate subject to reasonable terms and conditions; and (ii) such collocation would not impose technical limitations or significant additional costs. The applicant shall certify that it has made such a determination in good faith, based on the assessment of a licensed engineer, and shall provide a written summary of the basis for such determination.
 - (2) The City Clerk may deny an application for a permit upon any of the conditions identified in O.C.G.A. § 36-66C-7(j).
 - (3) For applications for new poles in the public right of way in areas zoned for residential use, the City Clerk may propose an alternate location in the public right of way within 100 feet of the location set forth in the application, and the wireless provider shall use the City Clerk proposed alternate location unless the location imposes technical limits or significant additional costs. The wireless provider shall certify that it has made such a determination in good faith, based on the assessment of a licensed engineer, and it shall provide a written summary of the basis for such determination.
- (f) A permit issued under this Article shall authorize such person to occupy the public rights of way to: (i) collocate a small wireless facility on or adjacent to a pole or a support structure that does not exceed the limitations set forth in O.C.G.A. § 36-66C-7(h)(3) or on or adjacent to a decorative pole in compliance with O.C.G.A. § 36-66C-12; and (ii) install, modify, or replace a pole or decorative pole for collocation of a small wireless facility that does not exceed the limitations set forth in O.C.G.A. § 36-66C-7(h)(1) and (h)(2).
- (g) Upon the issuance of a permit under this Ordinance, and on each anniversary of such issuance, every person issued a permit shall submit to the City the maximum annual payments permitted under O.C.G.A. § 36-66C-5(a)(4) and (a)(5); provided, however, that if such person removes its small wireless facilities from the public rights of way pursuant to O.C.G.A. § 36-66C-5(e), then such person shall be

responsible for the pro rata portion of the annual payment based on the number of days of occupation since the last annual payment. Upon making such pro rata payment and removal of the small wireless facilities, the person's annual payment obligations under this section shall cease as of the date of the actual removal. The maximum annual payments shall automatically increase on January 1 of each year beginning January 1, 2021, as provided under O.C.G.A. § 36-66C-5(b).

- (h) Any person issued a permit shall pay the fees identified in O.C.G.A. § 36-66C-5(a)(6) and (a)(7), as applicable.
- (i) The City may revoke a permit issued pursuant to this Article if the wireless provider or its equipment placed in the public right of way under that permit subsequently is not in compliance with any provision of this Ordinance or the Georgia Streamlining Wireless Facilities and Antennas Act. Upon revocation, the City may proceed according to Section 32-103(j).
- (j) If a wireless provider occupies the public rights of way without obtaining a permit required by this Article or without complying with the SWFAA, then the City may, at the sole discretion of the City, restore the right of way, to the extent practicable in the reasonable judgment of the City, to its condition prior to the unpermitted collocation or installation and to charge the responsible wireless provider the reasonable, documented cost of the City in doing so, plus a penalty not to exceed \$1,000.00. The City may suspend the ability of the wireless provider to receive any new permits from the City under this Article until the wireless provider has paid the amount assessed for such restoration costs and the penalty assessed, if any; provided, however, that the City may not suspend such ability of any applicant that has deposited the amount in controversy in escrow pending an adjudication of the merits of the dispute by a court of competent jurisdiction.
- (k) All accepted applications for permits shall be publicly available subject to the limitations identified in O.C.G.A. § 36-66C-6(c).
- (l) An applicant may file a consolidated application related to multiple small wireless facilities, poles or decorative poles so long as such consolidated application meets the requirements of O.C.G.A. § 36-66C-13.
- (m) Activities authorized under a permit shall be completed within the timelines provided in O.C.G.A. § 36-66C-7(k)(2).
- (n) Issuance of a permit authorizes the applicant to: (i) undertake the collocation, installation, modification or replacement approved by the permit and (ii) operate and maintain the small wireless facilities and any associated pole covered by the permit for a period of 10 (ten) years.
- (o) Permits shall be renewed following the expiration of the term identified in Section 32-103(n) upon the terms and conditions identified in O.C.G.A. § 36-66C-7(k)(2)(B).

- (p) If an application for a permit seeks to collocate small wireless facilities on authority poles in the public rights of way, then the City shall, within 60-days of receipt of the completed application: (i) provide a good faith estimate for any make-ready work necessary to enable the authority pole to support the proposed facility; or (ii) notify the wireless provider that the wireless provider will be required to perform the make-ready work. Any make-ready work performed by the City shall be completed pursuant to and in accordance with the provisions of O.C.G.A. § 36-66C-7(n).

Sec. 32-104. – Removal; Relocation; Reconditioning; Replacement; Abandonment.

- (a) A person may remove its small wireless facilities from the public rights of according to the procedures of O.C.G.A. § 36-66C-5(e).
- (b) In the event of a removal under Section 32-104(a), the right of way shall be, to the extent practicable in the reasonable judgment of the City, restored to its condition prior to the removal. If a person fails to return the right of way, to the extent practicable in the reasonable judgment of the City, to its condition prior to the removal within 90 days of the removal, the City may, at the sole discretion of the City, restore the right of way to such condition and charge the person the City’s reasonable, documented cost of removal and restoration, plus a penalty not to exceed \$500.00. The City may suspend the ability of the person to receive any new permits under Article until the person has paid the amount assessed for such restoration costs and the penalty assessed, if any; provided, however, that the City will not suspend such ability of any person that has deposited the amount in controversy in escrow pending an adjudication of the merits of the dispute by a court of competent jurisdiction.
- (c) If, in the reasonable exercise of police powers, the City determines: (i) a pole or support structure unreasonably interferes with the widening, repair, reconstruction, or relocation of a public road or highway, or (ii) relocation of poles, support structures, or small wireless facilities is required as a result of a public project, the wireless provider shall relocate such poles, support structures, or small wireless facilities pursuant to and in accordance with the provisions of O.C.G.A. § 36-66C-7(l). If the wireless provider fails to relocate a pole, support structure or small wireless facility or fails to provide a written good faith estimate of the time needed to relocate the pole, support structure or small wireless within the time period prescribed in O.C.G.A. § 36-66C-7(l), the City make take the actions authorized by O.C.G.A. § 36-66C-7(o), in addition to any other powers under applicable law.
- (d) The City shall recondition and replace authority poles consistent with the provisions of O.C.G.A. § 36-66C-7(m). Wireless providers shall accommodate and cooperate with reconditioning and replacement consistent with the provisions of O.C.G.A. § 36-66C-7(m).
- (e) A wireless provider must notify the City of its decision to abandon any small wireless facility, support structure or pole pursuant to and in accordance with the

provisions of O.C.G.A. § 36-66C-7(p)(1). The wireless provider shall perform all acts and duties identified in O.C.G.A. § 36-66C-7(p) regarding abandonment. The City may take all actions and exercise all powers authorized under O.C.G.A. § 36-66C-7(p) upon abandonment, in addition to any other powers under applicable law.

Sec. 32-105. – Standards.

- (a) Small wireless facilities and new, modified, or replacement poles to be used for collocation of small wireless facilities may be placed in the public right of way as a permitted use: (i) upon a receipt of a permit under this Article; (ii) subject to applicable codes; and (iii) so long as such small wireless facilities and new, modified, or replacement poles to be used for collocation of small wireless facilities comply with the appropriate provisions of O.C.G.A. § 36-66C-7(h).
- (1) New, modified, or replacement poles installed in the right of way in a historic district and in an area zoned primarily for residential use shall not exceed 50 feet above ground level.
 - (2) Each new, modified, or replacement pole installed in the right of way that is not in a historic district or in an area zoned primarily for residential use shall not exceed the greater of:
 - (i) Fifty feet above ground level; or
 - (ii) Ten feet greater in height above ground level than the tallest existing pole in the same public right of way in place as of January 1, 2019, and located within 500 feet of the new proposed pole;
 - (3) New small wireless facilities in the public right of way and collocated on an existing pole or support structure shall not exceed more than ten feet above the existing pole or support structure.
 - (4) New small wireless facilities in the public right of way collocated on a new or replacement pole under 0 or 0 may not extend above the top of such poles.
- (b) A decorative pole should only be located where an existing pole can be removed and replaced, or at a new location where the City has identified that a streetlight is necessary.
- (c) Unless it is determined that another design is less intrusive, or placement is required under applicable law, small wireless facilities shall be concealed as follows:
- (1) Antennas located at the top of poles and support structures shall be incorporated into the pole or support structure, or placed within shrouds of a size such that the antenna appears to be part of the pole or support structure;

Commented [A4]: GMA Comment: This needs to be considered carefully as it relates to OCGA 36-66B-6(3).

- (2) Antennas placed elsewhere on a pole or support structure shall be integrated into the pole or support structure, or be designed and placed to minimize visual impacts.
- (3) Radio units or equipment cabinets holding radio units and mounted on a pole shall be placed as high as possible, located to avoid interfering with, or creating any hazard to, any other use of the public rights of way, and located on one side of the pole. Unless the radio units or equipment cabinets can be concealed by appropriate traffic signage, radio units or equipment cabinets mounted below the communications space on poles shall be designed so that the largest dimension is vertical, and the width is such that the radio units or equipment cabinets are minimally visible from the opposite side of the pole on which they are placed.
- (4) Wiring and cabling shall be neat and concealed within or flush to the pole or support structure, ensuring concealment of these components to the greatest extent possible.
- (d) Notwithstanding any provision of this Ordinance to the contrary, an applicant may collocate a small wireless facility within a historic district, and may place or replace a pole within a historic district, only upon satisfaction of the following: (i) issuance of a permit under this Article and (ii) compliance with applicable codes.
- (e) Notwithstanding any provision of this Ordinance to the contrary, an applicant may collocate a small wireless facility on a decorative pole, or may replace a decorative pole with a new decorative pole, in the event the existing decorative pole will not structurally support the attachment, only upon satisfaction of the following: (i) issuance of a permit under this Article and (ii) compliance with applicable codes.
- (f) Any collocation with an Electric Facility owed by the City shall comply with the Electrical Pole Attachment Ordinance. (See Article VII. of Chapter 32. of the Code of the City of Lawrenceville, Georgia.)

IT IS SO ORDAINED, this ____ day of _____, 2019.

Judy Jordan Johnson, Mayor

Attest: _____
Karen Pierce, City Clerk



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: SPECIAL CALL, SEPTEMBER 18, 2019

AGENDA CATEGORY: COUNCIL BUSINESS

Item:	Ordinance Amendment to Provide for an Electrical Pole Attachment Ordinance
Department:	City Manager
Date of Meeting:	Wednesday, September 18, 2019
Fiscal Impact:	None
Presented By:	Chuck Warbington
Action Requested:	Approve ordinance amendment to provide for an electrical pole attachment ordinance

Summary: New legislation was passed and will go into effect on October 1, 2019 regarding small wireless facilities in the right of way. The City needs to update its ordinances to help us comply with the new law and provide a way to streamline the process.

Attachments/Exhibits:
Pole Attachment Ordinance

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF LAWRENCEVILLE, GEORGIA, TO PROVIDE FOR AN ELECTRICAL POLE ATTACHMENT ORDINANCE

The City Council of the City of Lawrenceville, Georgia hereby ordains that Chapter 32 of the Code of the City of Lawrenceville, Georgia be amended by adding a new article to be designated as Article VII. Electrical Pole Attachment Ordinance, which shall appear and read as follows:

ARTICLE VII. - ELECTRICAL POLE ATTACHMENT ORDINANCE

Sec. 32-121. – Electrical Pole Attachment.

(a) *Purpose and Compliance.*

- (1) Georgia law, including without limitation the Revenue Bond Law, O.C.G.A. § 36-82-60, et seq., authorizes the City of Lawrenceville, Georgia (the “City”) to prescribe, revise, and collect rates, fees, tolls, or charges for the services, facilities, or commodities furnished or made available by such undertakings, including without limitation its herein after defined Electrical Facilities.
- (2) The City is an “Electrical Supplier” under the Georgia Territorial Electric Service Act, O.C.G.A. Title 46, Chapter 3, Article 1. As such, the City installs, maintains, and operating poles, wires, towers, transformers, and other equipment for the supply and distribution of electrical power (“Electrical Facilities”).
- (3) The City finds it is in the best interest of the City and its residents and businesses and electric service customers to establish requirements, specifications reasonable conditions regarding the attachment to or colocation on Electrical Facilities. These requirements, specifications and conditions are adopted in order to protect the public health, safety and welfare of the residents and businesses of the City and to reasonably manage and protect the City’s Electrical Facilities.
- (4) The objective of this Ordinance is to (i) provide for the reasonable attachment of any equipment (as defined herein below) to Electric Facilities in the City and (ii) ensure the safe use and operation of Electrical Facilities consistent with the national standards and efficient utility operations.

(b) *Definitions.* As used in this Ordinance, the following terms have the following meanings:

- (1) “Attachment” means any equipment attached to a Pole, including, but not limited to, brackets, cables, Service Drops, power supplies, amplifiers, pedestals, bonding wires, overlappings, guy wires and anchors required to

support unbalanced loads. A single Attachment includes the vertical space consisting of a total of twelve inches (12”) either above or below, but not both, the bolted Attachment, exclusive of riser or conduit.

- (2) “Make Ready” means all work necessary or appropriate to make space for or otherwise accommodate new, additional or changed Attachments, including, but not limited to, necessary or appropriate Rearrangements, removal and replacement of the pole, Transfers and other work incident thereto.
 - (3) “Make Ready Costs” means all costs necessary for the City, and other existing parties on the applicable Pole, to prepare the Poles for a provider’s new, additional or modified Attachments, including, but not limited to, the costs of materials, labor, engineering, supervision, overheads, and tree trimming costs. Engineering includes design, proper conductor spacing and bonding, calculations to determine proper ground clearances and pole down guy and anchor strength requirements for horizontal and transverse loading, and compliance with all applicable requirements. Also included among Make Ready Costs are the costs of installing or changing out primary Poles, secondary Poles and drop and lift poles, including the cost of installation and/or removal of guys, anchors, stub poles, materials and equipment, temporary construction and all other construction in accordance with the technical requirements and specifications as required by the City. City Make Ready Costs shall be verifiably comparable to the cost the City pays for similar Make Ready Work to its own facilities.
 - (4) “Pole” or “pole” means a wooden, concrete or steel structure owned, controlled, or otherwise operated by the City to support distribution lines and related facilities of the City, including drop, lift, light poles and streetlight poles that do not support distribution lines and related facilities.
 - (5) “Unauthorized Attachment” means any affixation of any provider Attachment to the City’s Poles, which has not been authorized as required by this Ordinance.
 - (6) “Unauthorized Attachment Fee” means the fee to be paid by a provider for each Unauthorized Attachment.
- (c) *Authorized Attachments.*
- (1) The only Attachments authorized by this Ordinance or City law are licenses granted to a provider that is a party to the City’s Pole Attachment Agreement for Electrical Facilities (wired or wireless as appropriate).
 - (2) Any provider wishing to make a legal Attachment to a City Pole must execute the City’s Pole Attachment Agreement for Electrical Facilities (wired or wireless as appropriate) and apply for a license per the terms thereof.

(d) *Unauthorized Attachments.*

- (1) If any Attachment is identified that was not licensed under the City’s applicable Pole Attachment Agreement for Electrical Facilities, it shall be deemed an “Unauthorized Attachment” and shall be considered a trespass upon City property.
- (2) The owner of any Unauthorized Attachment shall pay to the City a one-time fee of one hundred fifty dollars (\$150.00) per Unauthorized Attachment, upon their discovery.
- (3) If the owner of an Unidentified Attachment is readily ascertainable, they shall be given 30 days in which to enter into a Pole Attachment Agreement for Electrical Facilities with the City and apply for a license for any Unauthorized Attachments. Paying the Unauthorized Attachment fee shall be a condition of approval of any licenses.
- (4) If the owner of the Unidentified Attachment is not readily ascertainable or neither enters into a Pole Attachment Agreement for Electrical Facilities with the City within 30 days or does not apply for a license for the Unauthorized Attachment, such owner will be assessed a charge equal to the Make Work Costs incurred by the City for its removal from the City’s Pole in addition to the Unauthorized Attachment fee. The Unauthorized Attachment will be removed from the City Pole and discarded.
- (5) A utility lien is hereby established respecting all Attachments.

IT IS SO ORDAINED, this ____ day of _____, 2019.

Judy Jordan Johnson, Mayor

Attest: _____
Karen Pierce, City Clerk