



August 21, 2014

**REGULAR COUNCIL WORKSHOP**

6:30 p.m.

FERRY LAKE ROAD CLUBHOUSE

CLUBHOUSE ROAD

7:30 p.m.

**TIFTAREA GOVERNMENTS DINNER**

**CITY OF TIFTON**  
**August 21, 2014**  
**Ferrylake Club House**  
**Club House Road**  
**6:30 p.m.**

**CITY COUNCIL WORKSHOP**

**DISCUSSION ITEMS**

1. Discussion of amendment to contract with ESG Operations, Inc. for maintenance and operation of the Public Works and Gas Departments – Larry Riner
2. Discussion of LMIG Street Paving Program – Scott Murphy
3. Discussion of ordinance providing for amendment to Ordinance #2008-23 providing for the revision of a Planned Development Overlay (Z14-000-004) as requested from Slalomsouth, LLC – Bert Crowe
4. Briefing on the Tourism Team Tour of Tifton – Council Member Smith
5. Discussion of ordinance providing for Amendment to Businesses and Business Regulations (Transient Merchants, Peddlers, etc.) – Rob Wilmot
6. Discussion of alcoholic beverage license for Santos Lounge – Rob Wilmot
7. Resolution providing for Amended Alcoholic Beverage License for Neighborhood Restaurant Partners Florida Two, LLC aka Applebee's Neighborhood Grill & Bar #9396 located at 1405 Hwy. 41 N. –Rona Martin
8. Resolution providing for New Alcoholic Beverage License for Red Lobster Restaurants, LLC located at 101 S. Virginia Avenue – Rona Martin
9. Resolution providing for acceptance of Quit Claim Deed for property located north of the Tift Theatre – Larry Riner

**7:30 p.m.**  
**TAG Dinner (Tift Area Governments)**

**CITY OF TIFTON**

**RESOLUTION NO. 2014-\_\_\_\_\_**

**A RESOLUTION OF THE CITY OF TIFTON, GEORGIA AUTHORIZING THE NEGOTIATION OF AN AMENDMENT TO THE CONTRACT WITH ESG OPERATIONS, INC. TO PROVIDE FOR THE OPERATION, MANAGEMENT AND MAINTENANCE OF THE CITY'S NATURAL GAS SYSTEM, PUBLIC WORKS DEPARTMENT AND FLEET MAINTENANCE FACILITY**

**WHEREAS**, the City of Tifton operates and manages the City's natural gas system, public works and fleet maintenance facility;

**WHEREAS**, the City of Tifton has contracted with ESG Operations, Inc. (hereinafter, "ESG") to operate, manage and maintain the City's wastewater and water treatment facilities;

**WHEREAS**, ESG has agreed to provide services for the operation, management and maintenance of the City's natural gas system, public works department and fleet maintenance facility;

**WHEREAS**, the City of Tifton desires that ESG operate, manage and maintain the City's natural gas system, public works department and fleet maintenance facility which will result in a significant savings to the citizens of the City of Tifton.

**NOW, THEREFORE, BE IT RESOLVED:**

The City Manager is authorized to negotiate and enter into a contract with the ESG to operate, manage and maintain the City's natural gas system, public works department and fleet maintenance facility.

**RESOLVED** by the Mayor and City Council of the City of Tifton this 8<sup>th</sup> day of September, 2014.

\_\_\_\_\_  
J.G. "Jamie" Cater, Jr.  
*Mayor*

Attest:

\_\_\_\_\_  
Rona Martin  
*City Clerk*

**AMENDMENT NO. 2**  
**TO THE AGREEMENT BETWEEN TIFTON, GEORGIA**  
**AND ESG OPERATIONS, INC. FOR OPERATIONS,**  
**MAINTENANCE AND MANAGEMENT SERVICES**

This Amendment is made and entered into this \_\_\_ day of August, 2014, by and between the **CITY OF TIFTON, GEORGIA** (hereinafter “Owner” or “City”) and **ESG OPERATIONS, INC.** (hereinafter “ESG”). This is Amendment No. 2 to the agreement dated the 1<sup>st</sup> day of September 2012, as amended, between Owner and ESG (the “Agreement”). This Amendment incorporates and restates the entire agreement between the parties inclusive of Amendment No. 1 and this Amendment No. 2.

The City and ESG, for and in consideration of the mutual covenants, agreements and promises as hereinafter set forth, do hereby agree and contract as follows:

**1. GENERAL**

- 1.1 All definitions of words or phrases used in this Agreement are contained in Appendix A which is herewith incorporated by reference and made a part hereof.
- 1.2 All grounds, facilities, equipment, and vehicles now owned by the City or acquired by the City during the term of this Agreement shall remain the property of the City. In addition all operations and maintenance data will remain the property of the City.
- 1.3 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia.
- 1.4 This Agreement shall be binding upon the successors and assigns of each of the parties, but neither party will assign this Agreement without the prior written consent of the other party. Consent concerning a proposed assignment shall not be unreasonably withheld.
- 1.5 All notices shall be in writing and transmitted by hand delivery, overnight delivery or, certified mail to the address of the party stated above.
- 1.6 The City does not retain control of the mode, manner and method of performance of the work by ESG associated with the Project. The services performed under this Agreement shall be performed in accordance with good and accepted industry practices for contract operators providing similar services in the Southeastern United States. Such services shall not be considered engineering services, and nothing herein is intended to imply that ESG is to provide professional engineering services to the City, unless specifically stated to the contrary in this Agreement.
- 1.7 This Agreement, including Appendices, is the entire agreement of the parties. This Agreement may be modified only by written agreement signed by both parties. Wherever

used, the term “ESG” shall include its officers, directors and employees and the term “City” or “Owner” shall include its officers, elected or appointed officials, and employees.

- 1.8 Designated City personnel may inspect all maintenance logs, visit any facilities, or inspect operations anytime without notice to ESG.
- 1.9 Except as specifically provided by the terms of this Agreement, the relationship of the Owner and ESG is that of an independent contractor for all purposes under this Agreement, including but not limited to all purposes associated with wage, tax, fringe benefit and worker’s compensation laws. This Agreement is not intended to create and shall not be construed as creating between ESG and the Owner the relationship of principal and agent, joint ventures, copartners or any other similar relationship. The parties further acknowledge the intent that this Agreement comply with Rev. Proc. 97-13. In the event a determination is made that any term of this Agreement is not compliant with Rev. Proc. 97-13 or in the alternative will not cause tax exempt bonds (related to financing of related projects by the Owner) to meet the private business use test under §141(b)(1) of the Internal Revenue Code the parties agree to modify or amend this Agreement in order to achieve compliance.
- 1.10 Title to all property purchased by ESG as a retail seller and sold to the Owner as the purchaser for which ESG is entitled to be paid upon submission of an invoice as a direct or indirect item of cost under this Agreement regarding any necessary parts, materials, supplies and chemicals shall pass to and vest in the Owner upon delivery of such property to any facility of the Owner.
- 1.11 If ESG should incur additional costs while assisting the City in emergency management coordination and cost recovery efforts with state and federal emergency management entities following a declared natural disaster or Act of God, upon the City being reimbursed for these costs by state and/or federal emergency management entities, these costs shall be reimbursed to ESG as provided by Section 2.6 of this Agreement, subject to the review and approval of City.

## **2. ESG’s SCOPE OF SERVICES**

ESG shall, pursuant to the terms and conditions of this Agreement, perform the following services as may be related to the Project (collectively the “Scope of Services”) within the capabilities and limitations of the water and wastewater facilities and equipment:

- 2.1 Implement and adhere to an employee safety program in compliance with all applicable laws, rules and regulations and make recommendations to the City regarding the need, if any, for the City to rehabilitate, expand or modify the Project to comply with governmental safety regulations applicable to ESG’s operations hereunder. Where ESG personnel are assisting the City outside of ESG-managed facilities, ESG staff shall work in a manner which meets both the City’s safety policies/program and ESG’s safety policies/program.

- 2.2 Be responsible for maintaining all manufacturers' warranties on new equipment purchased by the City for Project use and assist the City in enforcing existing warranties and guarantees applicable to equipment in use for the Project as of the date of this Agreement.
- 2.3 Operate and maintain the Project over a 24-hour per day, seven-day per week period, under full-service contract operations and maintenance.
- 2.4 Provide training for personnel in areas of operation, maintenance, safety, supervisory skills, laboratory and energy management. Staff the Project with employees who have met the certification requirements of the State of Georgia in those staff positions which require certification based upon applicable state and federal regulations as may be specifically related to the Project.
- 2.5 Provide a schedule for preventive maintenance on all City-owned equipment utilized to execute the Scope of Services to be performed by ESG in accordance with manufacturer's recommendations or good maintenance practices at intervals and in sufficient detail as may be determined by the City. Such a maintenance program must include documentation of corrective and preventive maintenance and a spare parts inventory.
- 2.6 Perform other services that are incidental to, but not included in, the Scope of Services as may be requested by the City and agreed upon by ESG. Such services will be invoiced to the City at ESG's cost plus fifteen percent (15%).
- 2.7 ESG shall make an offer of employment to all existing City employees who are currently working full time operating the water and wastewater facilities, public works department, natural gas system and fleet maintenance facility at a wage rate not less than the current rate of pay per the information previously furnished to ESG, with said offer contingent upon each employee passing a pre-employment drug test.
- 2.8 ESG shall pay for the costs associated with ESG's performance of the Scope of Services specifically identified by the terms of this Agreement to be the responsibility of ESG to pay. This includes the following cost line items:
  - 2.8.1 Labor costs for ESG's staff assigned to the Project.
  - 2.8.2 Advertising costs to fill vacant positions.
  - 2.8.3 Chemicals for water or wastewater treatment up to the limits identified in Article 4.3 of this Agreement.
  - 2.8.4 Repair parts, materials and supply costs associated with the Project, with the exception of the Public Works Department, up to the limits identified in Article 4.2 of this Agreement.

- 2.8.5 Sludge management costs.
- 2.8.6 Office supplies for the Project in general and one copy machine and eight computers with industry standard word processing and spreadsheet software for water and wastewater operations.
- 2.8.7 Computerized maintenance management system (PSD Hyper Web or similar) and operations management software (Op-10 or similar) packages.
- 2.8.8 Laboratory consumable supplies and outside lab testing for water and wastewater treatment plant process monitoring and monthly permit testing.
- 2.8.9 Office phone service, cellular phones and service, and pager service.
- 2.8.10 Postage and freight costs (exclusive of costs associated with customer billing and meter reading).
- 2.8.11 Training expenses.
- 2.8.12 Maintenance for ESG-owned vehicles.
- 2.8.13 Uniforms and safety boots and eye protection for ESG personnel.
- 2.8.14 Potable water for the Project facilities.
- 2.8.15 All repair and maintenance costs for City-owned vehicles funded by the Annual Repairs Budget as defined by Article 4.2 of this Agreement (including repair and maintenance costs for City-owned vehicles and equipment, including the Public Works Department vehicles and equipment).
- 2.8.16 All fuel costs for vehicles and equipment funded by the Annual Fuel Budget as defined by Article 4.3.1 of this agreement.
- 2.8.17 All landfill disposal costs and tipping fees for grit, screening, dry trash, garbage, recyclables and waste from the water and wastewater facilities.

## 2.9 WASTEWATER

- 2.9.1 Within the design capacity and capability of the City's Wastewater Treatment Facilities, as described in Appendix B1 of this Agreement which by this reference is incorporated in and made a part hereof, ESG shall manage, operate, and maintain said facilities subject to wastewater influent meeting the quantity/quality parameters identified in Appendix B1 of this Agreement, so that the effluent discharged meets the requirements of the Georgia Environmental

Protection Division (GEPD) pursuant to good and accepted industry practices for similarly situated contract operators at similar facilities in the Southeastern United States.

- 2.9.2 Staff and/or man the wastewater plants in accordance with the requirements of the State of Georgia.
- 2.9.3 Maintain grounds of the wastewater plant and lift stations, which includes cutting the grass and weed eating.
- 2.9.4 Keep wastewater plant in compliance with all of GEPD rules and regulations and all applicable state and federal law. In that regard prepare and submit to the City permit required monthly reporting.
- 2.9.5 Check and maintain all lift stations (currently nineteen (19) lift stations). A detailed listing of the lift stations is included in Appendix B attached hereto and made a part hereof.
- 2.9.6 Maintain the industrial waste sample laboratory analysis program, as described in the City's Pretreatment Ordinance. Results of all industrial sampling and testing shall be reported to City in a timely manner.
- 2.9.7 Perform all laboratory analysis required by the City's NPDES permits.
- 2.9.8 ESG may alter the process and/or facilities to achieve the objectives of this Agreement; provided, however, no alteration shall be without the City's written approval if alteration shall require a permit modification or cost in excess of Five Thousand Dollars (\$5000.00).
- 2.9.9 Prepare state and federal permit plant performance reports as required and submit them to the City for review and approval prior to transmittal by ESG to appropriate state or federal agencies.
- 2.9.10 Provide for the collection and hauling of screenings, grit and scum ("Waste") to either the Tift County landfill or to an EPD approved land application sites. All Waste and/or byproduct generated during ESG's performance of services are and shall remain the sole and exclusive property of the City. All manifests or other documentation required for disposal of Waste shall be signed by or in the name of the City.
- 2.9.11 ESG will be responsible for sludge management and disposal in accordance with the terms of the existing Approved Sludge Disposal Plan. The existing site for disposal will continue to be used. ESG shall assist the City in securing all permits and land use agreements, and perform soils and biosolids testing, and reporting.

- 2.9.12 Operate the plant within its design capabilities in a manner which effectively controls odor and noise to prevent an avoidable disruption of any residential neighborhoods located adjacent to the Project.
- 2.9.13 ESG shall maintain those air relief valves within the City's collection and distribution system shown in Appendix B, including those on the sludge force main.

## 2.10 WATER TREATMENT FACILITIES

- 2.10.1 Within the design capacity and capability of the City's Water Treatment Facilities; described in Appendix B1 of this Agreement, ESG shall manage, operate, and maintain said facilities, subject to raw water meeting the quantity/quality parameters identified in Appendix B1 of this Agreement, so that the drinking water pumped into the distribution system is in accordance with the requirements of the Georgia Environmental Protection Division (GAEPD), primary and secondary drinking water quality standards pursuant to good and accepted industry practices and best management practices for similarly situated contract operators providing similar services in the Southeastern United States at similar facilities. The City's current water treatment facilities which consist of those ground water wells and storage tanks shown in Appendix B.
- 2.10.2 Perform all laboratory testing and sampling currently required by the State and Federal Safe Drinking Water Regulations. Additional laboratory testing and sampling requested by the owner will be provided on a fee per test basis to be determined at the time of the request.
- 2.10.3 Maintain the grounds of the water wells and pumping facilities, with the exception of the Bass Water Plant.
- 2.10.4 Maintain Pressure Reducing Valves within the City's distribution system as shown in Appendix B.

2.10.5 Perform all inspection, maintenance and repairs of the City's elevated water storage tanks.

## 2.11 ADMINISTRATIVE

- 2.11.1 Interface with state regulatory agencies in wastewater and water fields.
- 2.11.2 Investigate and respond to citizen complaints.
- 2.11.3 Coordinate and facilitate permit renewals and expansions for wastewater, and water operations.

- 2.11.4 Work with engineering firm(s) as may be engaged by the City on City water and wastewater projects.
  - 2.11.5 Assist the City's Grants Department on an as needed basis when applying for various grants.
  - 2.11.6 Represent the City (if so requested by the City) when dealing with regulatory agencies.
  - 2.11.7 Provide a computerized maintenance management and asset management system that furnishes complete and accurate records and is capable of readily providing historical data and trends. In addition provide process control and laboratory management systems.
  - 2.11.8 Provide the City on an annual basis, a listing of any recommended capital improvements that ESG believes will be required for any of the facilities covered under this Agreement. ESG will not be relieved of its responsibility to perform up to the capabilities of the existing facilities, **subject to the applicable provisions of Article 6 of this Agreement**, if the recommendations are not approved for implementation by the City.
  - 2.11.9 Provide the City with the repairs and maintenance history (including age of equipment, if known) for any equipment for which a capital purchase request is made for the specific purpose of replacing or upgrading said equipment.
  - 2.11.10 Provide the City with a complete annual conditions assessment of all rotating equipment within the Project. The assessment shall include vibration, infrared and alignment analysis.
  - 2.11.11 Prepare, update and submit to the City a risk management plan and vulnerability assessment for the facilities of the Project and update the plan in a timely manner as may be required by the controlling regulatory authority .
- 2.12 In accordance with industry standards, ESG shall perform specific inspection, cleaning, operations, preventative and corrective maintenance tasks on the Owner's wastewater collection facilities and potable water distribution facilities. These services shall include but not be limited to the following:
- 2.12.1 Fire Hydrant maintenance, repair and/or replacement.
  - 2.12.2 Water and sewer leak repairs.
  - 2.12.3 **Be responsible for carrying out enforcement of the Industrial Pretreatment and grease trap Programs, in accordance with GAEPD and EPA requirements including issuances of Notices of Violations**

- 2.12.4 Pressure reducing valve maintenance and repair.
- 2.12.5 Air Relief valve maintenance and repair.
- 2.12.6 Backflow Prevention Program implementation.
- 2.12.7 Manhole inspections.
- 2.12.8 Implement an electronic work order system.
- 2.12.9 Implement a comprehensive water meter program including:
  - 2.12.9.1 Read water meters and transmit data to the City in a timely and accurate manner.
  - 2.12.9.2 On an “as needed” basis, and for up to 10 percent of the total meters within the system annually, and also within the limits of the available Repair funds, repair and replace existing damaged water meters.
  - 2.12.9.3 Install new water meters.
- 2.12.10 Large meter calibration (for meters larger than 2 inches) on a prescribed basis.
- 2.12.11 Develop and implement a valve exercising program.
- 2.12.12 Implement an inventory control program.
- 2.12.13 Perform underground locates as required by the Utility Protections System for the City’s gas, water and sewer utilities.

## 2.13 Public Works Department

- 2.13.1 Provide operations, maintenance and management services for the City’s Public Works Department, pursuant to good and accepted industry practices and best management practices for similarly situated contract operators providing similar services in the Southeastern United States and State of Georgia at similar facilities. Maintain said facilities in compliance with all applicable state and federal requirements. ESG’s Project Manager will expand his scope of responsibilities to include management of these departments and will report directly to the City Manager or his designee.
- 2.13.2 Develop, in cooperation with the City representatives, a work-plan prioritizing work task, expectations, and schedules for the department. On a periodic basis, coordinate with City representatives to review and update the work-plan to address service enhancements. Both parties recognize that the goals identified in the work-plan will require a reasonable time period to implement and have both budget and staffing restrictions.

2.13.3 Perform general public works tasks historically performed by the City's Public Works Department as outlined but not limited to the following:

- a) Maintain the right of ways along the City's main arteries and connector roads.
- b) Maintain the grounds and parking lot associated with City properties.
  - c) Maintain the City's Oakridge Cemetery.
  - d) Maintain the City's Parks as currently maintained by the City staff.
  - e) Develop and implement a Right of Ways Maintenance Plan.
  - f) General maintenance of the City's paved roads to include pothole and shoulder repair and removal of debris, overhanging limbs and dangerous trees in accordance with the Tree Removal and Replacement Program for the City of Tifton.
  - g) Installation and maintenance of signage within the City in accordance with standard industry practices and DOT regulations.
  - h) Maintain traffic signals on City routes.
  - i) Maintain mast lighting along the interstate highway system located within the incorporated area of the city and unincorporated Tift County.
  - j) Maintain a schedule and the striping of city streets.
  - k) For regularly scheduled annual events inclusive of the Christmas holidays install and remove the decorations provided by the City and assist in routine 'set up' for related programing.
  - l) Perform maintenance as specified by the terms of the agreement between the City and the Georgia Department of Transportation dated the 8<sup>th</sup> day of August, 2012.

## 2.14 Natural Gas System

2.14.1 In accordance with the standards established by the City's Gas Operations and Maintenance Manual in effect as of the date of this agreement, ESG shall perform specific inspection, operations, and preventative and corrective maintenance tasks on the Owner's Natural Gas Distribution facilities. These services shall include but not be limited to the following:

2.14.2 Scheduled system checks and inspections.

- 2.14.3 Gas leak repairs.
  - 2.14.4 Gas Meter installation.
  - 2.14.5 Implement an electronic work order system.
  - 2.14.6 New gas meter installations.
  - 2.14.7 Maintain gas system valves and corrosion control.
  - 2.14.8 Maintain a customer and public awareness program.
  - 2.14.9 Maintain gas system records.
  - 2.14.10 Implement an inventory control program.
  - 2.14.11 Conduct utility locates.
  - 2.14.12 Maintain regulator and rectifier stations.
- 2.15 Fleet Maintenance Facility
- 2.15.1 ESG shall perform specific inspection, preventative and corrective maintenance tasks on the Owner's fleet. These services shall include but not be limited to the following:
    - 2.15.2 Maintain a service schedule for the City fleet.
    - 2.15.3 Implement an inventory control program.
    - 2.15.4 Complete necessary preventative and corrective maintenance on the City fleet within the capabilities of the facilities and the staff.

### **3. DUTIES OF THE CITY**

The City shall:

- 3.1 Pay all Capital Expenditures. Any loss, damage, permit violation or injury resulting from the City's failure to provide capital improvements and/or funds, in excess of the Maintenance and Repair budget established by Article 4.2 of this Agreement, when such capital improvement has been reasonably requested by ESG, shall be the sole responsibility of the City.

- 3.2 Maintain all existing Project warranties, guarantees, easements, and licenses that have been granted to the City.
- 3.3 Pay all property taxes associated with the Project.
- 3.4 Provide ESG, within a reasonable time after a request by ESG, use at no cost of any piece of the City's heavy equipment that is available so that ESG may discharge its obligations under this Agreement in the most cost-effective manner. ESG shall not use or allow the use of any City heavy equipment under ESG's control by any person who is not trained and qualified in the operation of the heavy equipment in question, including licensing and certification, where appropriate.
- 3.5 Provide all licenses, tags and property damage coverage for City-owned vehicles used in connection with the Project.
- 3.6 Provide for the exclusive use by ESG of all of the vehicles described in Appendix B for the duration of this Agreement. ESG shall be responsible for maintaining said vehicles in good working order and repair and shall conduct periodic, corrective and preventative maintenance for said vehicles. The Owner shall be responsible for the payment of said repairs and maintenance through the Annual Repairs Budget established by Article 4.2 and for the payment of any indebtedness owed or secured by the described vehicles. The Owner shall be responsible for providing insurance coverage for the vehicles as required by Article 6.5. The Owner and ESG expressly acknowledge that the providing of primary insurance coverage on the vehicles and equipment in question is a specifically negotiated element of the contractual relationship of the parties. The intent of the Owner and ESG is that the coverage provided by the Owner for said vehicles is primary.

Provide and make available to ESG all of the equipment described in Appendix B, if any, for the duration of this Agreement. ESG shall be responsible for maintaining said equipment in good working order and repair and shall conduct periodic, corrective and preventative maintenance for said equipment. The Owner shall be responsible for the payment of said repairs and maintenance through the Annual Repairs Budget established by Article 4.2 and for the payment of any indebtedness owed or secured by the described equipment. The Owner shall be responsible for providing insurance coverage for the equipment as required by Article 6.5.

- 3.7 Pay directly to the vendors or suppliers the following Project costs:
  - 3.7.A All costs not specifically assigned to ESG under Section 2, entitled ESG's Scope of Services.
  - 3.7.B All electrical, natural gas, propane and bulk fuel costs.
- 3.8 Pay ESG all compensation as defined by Section 4 of this Agreement.

- 3.9 Pay ESG for all repairs, and chemicals costs in excess of the Annual Repairs Budget, Annual Chemicals Budget and Annual Fuel Budget identified in Articles 4.2, 4.3 and 4.3.1.
- 3.10 With the exception of former City employees, be prohibited from offering employment or compensation to project management and supervisory personnel of ESG for a period of two (2) years after the end date of this Agreement or said employees re-assignment from the Project.
- 3.11 Pay for all consumables, repair parts, supplies, materials and repair costs utilized or associated with the Public Works Department.
- 3.12 Provide for all customer billing and revenue collection associated with the City's utility systems.
- 3.13 Maintain the grounds at the Bass Water Plant.
- 3.14 Provide the computers, printers and CAD system currently in use in the Department of Public Works and/or Fleet Services for use by ESG during the term of this Agreement.

#### **4. COMPENSATION**

- 4.1 The Owner shall pay to ESG a base fee for the Scope of Services defined by Section 2 of this Agreement (the "Base Fee"). The Base Fee shall not include services which are not specifically defined by Section 2 of this Agreement. The Base Fee for this contract year of the Agreement (October 1, 2014 through June 30, 2015) shall be equal to an annualized amount of Six Million and Eighty Seven Thousand Dollars (\$6,087,000). This includes Two Million and Seven Hundred Seventy Nine Thousand and Eight Hundred Dollars (\$2,779,800) for the Public Works Department, Natural Gas System, and Fleet Maintenance Facility and Three Million Seven Thousand and Two Hundred Dollars (\$3,307,200) for the Water and Wastewater Departments. The Base Fee shall be payable in advance in equal monthly installments and for this Contract Year of the Agreement the monthly amount shall be Five Hundred Seven Thousand and Two Hundred and Fifty Dollars (\$507,250). Said Base Fee shall be for a period beginning on October 1, 2014 and ending on June 30, 2015 (with the initial partial month prorated based on above-defined monthly installment cost for this Contract Year). Thereafter, the Base Fee will be negotiated as described in Article 4.5 and shall follow the City's annual 12 month budget cycle beginning on July 1 of each year.
- 4.2 The Owner agrees to furnish ESG all necessary materials, supplies and repair parts ("Repair Parts"). Owner and ESG agree to establish annually an Annual Repairs and Replacement Budget for the funding of the Owner's purchase of Repair Parts from ESG. The amount budgeted does not include any funding relative to the responsibility of the City as provided by Article 3.11 of this Agreement. For this contract year the Agreement, said budget shall be One Million and Two Hundred and Fifty Six Thousand and Four

Hundred Dollars (\$1,256,400). This amount is included and shall be collected as part of the Base Fee as provided by Article 4.1 of this Agreement. This amount includes materials, supplies, repair parts, outside contractors, waste disposal and any applicable sales tax. Collected funds in the Annual Repairs and Replacement Budget account shall be the property of the Owner and shall be expended as a credit against any monthly invoice for materials, supplies, repair parts, outside contractors and any applicable sales tax. However, expenditure amounts for any item exceeding \$2,500.00 or any material, supply or repair costs which exceed the budget established by this Article 4.2 shall be approved by the Owner prior to ESG incurring the costs. Any amount not expended during this contract year or any subsequent twelve (12) month Agreement period will remain with the Owner. Should actual Repair Parts costs exceed the Annual Repairs and Replacement Budget, ESG shall invoice the Owner on a monthly basis for one hundred percent (100%) of amount expended over the Annual Repairs and Replacement Budget, and the Owner shall pay ESG in accordance with Article 5.2.

Each month during this contract year ESG will provide the Owner with a detailed Repair Parts invoice for those materials, supplies or parts sold to the Owner during the month in question. The parties acknowledge that the materials, supplies and parts listed on the monthly invoice, by virtue of the terms of this Agreement, shall be the property of and titled in the Owner upon delivery to any facility of the Owner. The Owner shall furnish and make available such materials, supplies and parts to ESG for the repair, maintenance and improvement of the Project and ESG shall use said materials, supplies and parts solely for the Project. A final reconciliation of reimbursements in accord with the stated Annual Repairs and Replacement Budget shall be made following June 30, 2015. Any amount not expended during this contract year will be submitted to the Owner within 60 days of the expiration of said period.

- 4.3 The Owner agrees to furnish to ESG all chemicals necessary for the operation of the Project (“Chemicals”). Owner and ESG agree to establish annually an Annual Chemical Budget for funding the Owner’s purchase of Chemicals from ESG. For this contract year of the Agreement, said budget shall be Ninety Thousand Dollars (\$90,000). This amount is included and shall be collected as part of the Base Fee as provided by Article 4.1 of this Agreement. This amount includes the costs associated with all water and wastewater treatment, disinfection and processing chemicals. Collected funds in the Annual Chemical Budget account shall be the property of the Owner and shall be expended as a credit against any monthly invoice for chemicals and any applicable sales tax. Should actual Chemical costs exceed the Annual Chemical Budget, ESG shall invoice the Owner on a monthly basis for one hundred percent (100%) of amount expended over the Annual Chemicals Budget, and the Owner shall pay ESG in accordance with Article 5.2. However, ESG shall notify the Owner should the actual chemical costs exceed the budget established by this Article.

Each month during this contract year of the Agreement ESG will provide the Owner with a detailed Chemicals invoice for those chemicals sold to the Owner during the month in question. The parties acknowledge that the chemicals listed on the monthly invoice, by virtue of the terms of this Agreement, shall be the property of and titled in the Owner upon delivery to any facility of the Owner. The Owner shall furnish and make available

such chemicals to ESG for the operation of the Project and ESG shall use said chemicals solely for the Project. A final reconciliation of reimbursements in accord with the stated Annual Chemical Budget shall be made following June 30, 2015. Any amount not expended during this contract year will be reimbursed to the Owner within 60 days of the expiration of said period.

4.3.1 The Owner agrees to furnish to ESG all fuel necessary for the operation of the Project (“Fuel”). Owner and ESG agrees to establish annually an Annual Fuel Budget for funding the Owner’s purchase of Fuel from ESG. For this contract year of the Agreement, said budget shall be Two Hundred and Four Thousand Dollars (\$204,000). This amount is included and shall be collected as part of the Base Fee as provided by Article 4.1 of this Agreement. This amount includes the costs associated with fuel for all City owned vehicles, equipment and generators. Collected funds in the Annual Fuel Budget account shall be the property of the Owner and shall be expended as a credit against any monthly invoice for Fuel and any applicable sales tax. Should actual Fuel costs exceed the Annual Fuel Budget, ESG shall invoice the Owner on a monthly basis for one hundred percent (100%) of amount expended over the Annual Fuel Budget, and the Owner shall pay ESG in accordance with Article 5.2. However, ESG shall notify the Owner should the actual fuel costs exceed the budget established by this Article.

Each month during this contract year of the Agreement ESG will provide the Owner with a detailed fuel invoice for that fuel sold to the Owner during the month in question. The parties acknowledge that the fuel listed on the monthly invoice, by virtue of the terms of this Agreement, shall be the property of and titled in the Owner upon delivery to any facility of the Owner. The Owner shall furnish and make available such fuel to ESG for the operation of the Project and ESG shall use said fuel solely for the Project. A final reconciliation of reimbursements in accord with the stated Annual Fuel Budget shall be made following June 30, 2015. Any amount not expended during this contract year will be reimbursed to the Owner within 60 days of the expiration of said period.

4.4 All invoices submitted to the City for any cost exceeding the annual budgeted amounts including those cost as provided in Articles 4.2, 4.3 or 4.3.1 shall be accompanied by a report that provides a detailed explanation and justification for the additional expenditures.

4.5 The Base Fee shall be negotiated and submitted to the City by April 30<sup>th</sup> of each calendar year. ESG shall adhere to the budgeting schedule as the other City departments. In the event the City and ESG fail to agree, the Base Fee will be determined by the application of the Base Fee adjustment formula shown in Appendix C which is incorporated by reference and made a part hereof. The Base Fee shall include each year an Annual Repairs Budget, an Annual Chemical Budget, an Annual Fuel Budget as provided by Articles 4.2, 4.3 and 4.3.1.

- 4.6 In the event a change in the Scope of Services becomes necessary as a result of ESG's obligations under Section 2, City and ESG will negotiate a commensurate adjustment in the Base Fee.

## **5. PAYMENT OF COMPENSATION**

- 5.1 One-twelfth (1/12) of the Base Fee shall be due and payable on the first day of the month for each month that services are to be provided.
- 5.2 All other compensation in addition to the monthly Base Fee is due on receipt of ESG's invoice and payable within thirty (30) days; provided, however, City may contest any such invoice in the exercise of good faith, and may delay payment of that portion of the invoiced amount that is being contested.
- 5.3 The City shall pay interest at an annual rate equal to SunTrust's prime rate plus one and one-half percent (1-1/2%) (said amount of interest not to exceed any limitation provided by law) on payments not paid and received within thirty(30) calendar days, such interest being calculated from the due date of the payment.

## **6. INDEMNITY, LIABILITY AND INSURANCE**

- 6.1 ESG hereby agrees to and shall hold the City harmless and its officers, elected or appointed officials and employees, from any liability or damages including defense costs for property damage or bodily injury, including death, which may arise from ESG's negligent operations, willful misconduct or material breach of contract under this Agreement, to the proportion such negligence, willful misconduct or material breach of contract contributed to the damages, injury, or loss. The City, to the extent allowed by law, agrees to and shall hold ESG harmless from any liability or damages including defense costs for property damage or bodily injury, including death, which may arise from the City's negligence.
- 6.2 In any Contract Year, ESG shall be liable for those fines or civil penalties or other monetary penalties up to a maximum aggregate of Two Hundred Thousand Dollars (\$200,000) imposed in that particular Contract Year by a regulatory agency having jurisdiction for violations of the effluent quality requirements specified in Article 2.8.1 and drinking water quality requirements specified in Article 2.9.1 that are a result of ESG's negligent operation of the Project. The City will, upon the request of ESG, assist ESG to contest any such fines in administrative proceedings and/or in court prior to any payment by ESG. ESG shall pay the costs of contesting any such fines.
- 6.3 ESG's liability to the City under this Agreement specifically excludes any and all indirect or consequential damages arising from the operation, maintenance, and management of

Project. However, in the event the indirect or consequential damages incurred are the direct result of ESG's sole negligence or material breach of the terms of this Agreement this exclusion shall not be applicable. The City's liability to ESG under this Agreement specifically excludes any and all indirect or consequential damages arising from the City's negligence.

- 6.4 ESG and The City recognize that existing conditions within the **wastewater treatment facility and related lift stations, the water treatment facility and the water wells** vary and that failures may occur in these systems over time. ESG's scope of work is limited to operation and maintenance of these systems of the City. ESG shall be responsible only for injury, property damage or economic loss that was caused by ESG's negligence or willful misconduct and **ESG shall not be responsible for such events that occur as the result of an existing condition**. Furthermore, the City, to the extent allowed by law, agrees to indemnify ESG against such claims for injury, property damage, or economic loss arising from failures in said systems unless such claims are caused by ESG's negligence, willful misconduct or material breach by ESG of its obligations pursuant to the terms of this Agreement. This Article takes precedence over any conflicting Article of this Agreement, and extends to ESG, its officers, employees, and subcontractors.
- 6.5 Each party shall obtain and maintain insurance coverage of a type, the terms and in the amounts described in Appendix D which is incorporated by reference and made a part hereof. Each party shall provide the other party with satisfactory proof of insurance upon the execution of this Agreement. **The insurance policies and related certificates of insurance provided by ESG shall name the City of Tifton as an Additional Insured.**
- 6.6 It is understood and agreed that, in seeking the services of ESG under this Agreement, the City is requesting ESG to undertake uninsurable obligations for the City's benefit involving the presence or potential presence of hazardous substances. Therefore, the City, to the extent allowed by law, agrees to hold harmless, indemnify, and defend ESG from and against any and all claims, losses, damages, liability, and costs including, but not limited to, costs of defense arising out of or in any way connected with the presence, discharge, release, or escape of contaminants of any kind, excepting only such liability as may arise out of the sole negligence, willful misconduct or breach of contract of ESG in the performance of services under this Agreement or other breach by ESG of its promises, covenants or obligations pursuant to this Agreement.
- 6.7 ESG and Owner recognize that existing conditions within the sanitary sewer collection system vary and that failures may occur in the system over time. ESG has agreed to exercise due diligence to maintain free-flowing conditions within this system and to clean the sanitary collection system as needed over the course of this Agreement, but may not be able to prevent blockages or backups, particularly in sections of the system that have not yet been cleaned. Therefore, Owner agrees to defend ESG against claims for injury, property damage, or economic loss arising from failures in the sanitary collection system until such time as it is established by a finder of fact that such claims were caused by ESG's negligence **and not an existing condition**. ESG shall be responsible only for

injury, property damage or economic losses that were caused by ESG's negligence or other wrongful act. Furthermore, Owner agrees to indemnify ESG against such claims for injury, property damage, or economic loss arising from failures in the sanitary collection system unless such claims are caused by ESG's negligence, willful misconduct or other breach by ESG of its promises, covenants and obligations pursuant to this Agreement **and are not caused by an existing condition.** This Article 6.7 takes precedence over any conflicting Article of this Agreement, and extends to ESG, its officers, employees, and subcontractors.

6.8 ESG and Owner recognize that existing conditions within the City's infrastructure including but not limited to the street, right of ways and storm water system vary and that failures and or compromised conditions currently exist and additional failures may occur in these systems over time. ESG has agreed to exercise due diligence to maintain these facilities and to clean and maintain the storm water collection system and repair and maintain the street system as needed over the course of this Agreement, but may not be able to prevent blockages or backups, particularly in sections of the system that have not yet been cleaned or prevent street condition failures related to said preexisting conditions. Therefore, Owner agrees to defend ESG against claims for injury, property damage, or economic loss arising from failures in the streets, rights of ways and storm water collection system until such time as it is established by a finder of fact that such claims were caused by ESG's negligence and were not caused by an existing condition. ESG shall be responsible only for injury, property damage or economic losses that were caused by ESG's negligence or other wrongful act. Furthermore, Owner agrees to indemnify ESG against such claims for injury, property damage, or economic loss arising from failures in the streets, rights of ways and storm water collection system unless such claims are caused by ESG's negligence, willful misconduct or other breach by ESG of its promises, covenants and obligations pursuant to this Agreement and are not caused by an existing condition. This Article 6.8 takes precedence over any conflicting Article of this Agreement, and extends to ESG, its officers, employees, and subcontractors.

## **7. TERM AND TERMINATION; DEFAULT REMEDIES**

7.1 The initial term of this Agreement shall be ten (10) years commencing on October 1, 2012. Thereafter, this Agreement shall be automatically renewed for one additional successive term of ten (10) years unless canceled by either party no less than one hundred and twenty (120) days prior to the expiration date of the initial or successive term. In order to run concurrently with the fiscal year of the Owner, the renewal date during the term of this Agreement shall be July 1<sup>st</sup> of each year beginning calendar year 2014 with the initial ten year term concluding on June 30<sup>th</sup>, 2024.

7.2 Notwithstanding the other terms and conditions set forth herein; the City and ESG maintain the right to terminate this Agreement for the following reasons:

By the City:

- a) ESG management is not performing satisfactorily, and reasonable efforts are not being made on ESG's behalf to correct the problem. If reasonable efforts have not been initiated by ESG and reported to the City in writing by ESG within 45 days of ESG's receipt of written notice from the City specifying the performance for which the City is dissatisfied, the City may terminate this Agreement by providing 15 days written notice to ESG of termination and the basis thereof.
- b) Sufficient documentation is provided to ESG not less than 120 days prior to the close of any fiscal year of the City, that the City will be unable financially due to budgetary constraints to continue the services provided by ESG under the terms of this Agreement in the forthcoming fiscal year of the City.

By the City or ESG:

- c) Upon written notice of no less than One Hundred Twenty (120) days, either Party may terminate this agreement for convenience. ESG shall be entitled to compensation due under the terms of this Agreement as of the effective date of termination.

The parties acknowledge that one intent of Article 7.3 Subparagraphs (b) and (c) is to provide contract administration relative to the continuation or termination of this Agreement by future councils of the City of Tifton.

- 7.3 Upon notice of termination by the City, ESG shall assist the City at a mutually agreeable price for the purpose of assisting the City's resumption of the operation of the Project. ESG will provide the City at the date of termination the quantities of chemicals shown in Appendix B, which is incorporated by reference and made a part hereof. The City will pay ESG for the cost of quantities in excess of the quantities shown in Appendix B. If additional cost is incurred by ESG at request of the City, the City shall pay ESG such cost in accordance with Article 5.2.

## **8. LABOR DISPUTES; FORCE MAJEURE**

- 8.1 In the event activities by the City's employee groups or unions cause a disruption in ESG's ability to perform at the Project, the City, with ESG's assistance or ESG, at its own option, may seek appropriate injunctive court orders. During any such disruption, ESG shall operate the facilities on a best-efforts basis until any such disruptions cease.
- 8.2 Neither party shall be liable for its failure to perform its obligations under this Agreement if performance is made impractical, abnormally difficult, or abnormally costly, as a result of any unforeseen occurrence beyond its reasonable control. The party invoking this Force Majeure clause shall notify the other party immediately by verbal communication and in writing by certified mail of the nature and extent of the contingency within ten (10) working days after its occurrence.

Both parties indicate their approval of this Agreement by their signatures below.

[SIGNATURE PAGE FOR EACH PARTY ATTACHED]

**SIGNATURE PAGE  
TO  
AGREEMENT FOR OPERATIONS, MAINTENANCE AND  
MANAGEMENT SERVICES FOR THE CITY OF TIFTON, GEORGIA**

Authorized signatures:

**ESG OPERATIONS, INC.**

By: \_\_\_\_\_  
John Clay Sykes, PE, Principal

By: \_\_\_\_\_  
Daniel E. Groselle, Jr., PE, Principal

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

**SIGNATURE PAGE  
TO  
AGREEMENT FOR OPERATIONS, MAINTENANCE AND  
MANAGEMENT SERVICES FOR THE CITY OF TIFTON, GEORGIA**

Authorized signature:

**CITY OF TIFTON, GEORGIA**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Reviewed and Approved:

\_\_\_\_\_  
Robert C. Wilmot  
City Attorney

## Appendix A - DEFINITIONS

- A.1 The “Project” means all equipment, vehicles, grounds, and facilities described in Appendix B and where appropriate, in accordance with the terms of this Agreement, the management, operation, and maintenance of such.
- A.2 “Capital Expenditures” means any expenditures for (1) the purchase of new equipment or facility items that cost more than Five Thousand Dollars (\$5,000.00) for a single item or Ten Thousand Dollars (\$10,000) in the aggregate; or (2) major repairs that extend equipment or facility service life and cost more than Five Thousand Dollars (\$5,000.00) for a single item or Ten Thousand Dollars (\$10,000) in the aggregate (major repairs for which the cost, at the time of the expenditure, is within the Annual Repairs budget provided by Section 4.2 of this Agreement for the Contract Year in question are not included within this definition as same are already addressed by the Annual Repairs budget); or (3) expenditures that are planned and budgeted by The City.
- A.3 “Cost” means the total of costs as defined by Article 2.7 of this Agreement as determined on an accrual basis in accordance with generally accepted accounting principles.
- A.4 “Maintenance” means the cost of those routine and/or repetitive activities required or recommended by the equipment or facility manufacturer or ESG to maximize the service life of the equipment, sewer, vehicles, and facility.
- A.5 “Repairs” means the cost of those nonroutine/nonrepetitive activities required for operational continuity, safety, and performance generally resulting from failure or to avert a failure of the equipment, sewer, vehicle, or facility or some component thereof.
- A.6 “Biologically Toxic Substances” means any substance or combination of substances contained in the plant influent in sufficiently high concentrations so as to interfere with the biological processes necessary for the removal of the organic and chemical constituents of the wastewater required to meet the discharge requirements of The City’s NPDES permit. Biologically toxic substances include but are not limited to heavy metals, phenols, cyanides, pesticides, and herbicides.
- A.7 “Adequate Nutrients” means plant influent nitrogen, phosphorous, and iron contents proportional to BOD5 in the ratio of five (5) parts nitrogen, one (1) part phosphorous, and one-half (0.5) part iron for each one hundred (100) parts BOD5.
- A.8 “Contract Year” means each year the term of this Agreement is in effect. The initial contract term shall be a nine (9) month term beginning on October 1, 2012 and ending on June 30, 2012. Thereafter, the “Contract Year” of this Agreement shall be congruent with the City’s Fiscal Year, commencing July 1<sup>st</sup> of each year of the term and continuing through June 30th of the following year.
- A.9 “Fiscal Year” shall mean for the City that period beginning any July 1 and ending the next following June 30.
- A.10. “Vehicle” as used in this Agreement and Appendix ‘D’ means a land motor vehicle, trailer or semitrailer designed for travel on public roads or any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where is licensed or principally garaged.

## **Appendix B – DESCRIPTION OF FACILITIES AND INVENTORY**

The Facilities shall include all of the following, in existence as of the commencement date hereof:

Facilities:

Tifton Regional Wastewater Treatment Complex

Tifton Regional Wastewater Treatment Complex Biosolids Disposal Farm

Water Treatment consists of the following ground wells and water tanks:

Bass Plants 1, 2 & 3  
Industrial Plant 4  
Harrison Plant 7  
Hurst Plant 6  
Northgate Lakes Plant  
Pebblebrook Plant  
Forest Lakes Plant  
Jordan Road Plant  
Roy Tucker Plant 8  
Carpenter/Westover 9  
County Well 82-W  
Hobbs Subdivision  
Brookfield Well

Air Relief Valve Locations:

Pumping Station Locations:

26<sup>th</sup> Street  
Vo-Tec Center  
Old Omega Road  
Washington Street  
Jordan Street  
Target Lift Station  
Wilton Lift Station  
Queen Carpet Lift Station

(continuation of Pumping Station  
Locations):

T-Textile Flow  
Southside  
Stokes Quarters  
Gum Creek  
ABAC Sewer  
Agrirama  
Alabama Street  
Poplar Street  
Westside  
Old Union  
Murray Avenue  
Union  
Casseta Road

The following is the inventory of equipment and chemicals present as of the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

<b>VEH. #S</b>	<b>VEHICLE YEAR &amp; TYPE</b>	<b>VIN NUMBER</b>	<b>TAG NUMBER</b>

# WASTEWATER PROJECT CHARACTERISTICS

## NPDES PERMIT AND PROJECT CHARACTERISTICS

- B.1 ESG will operate Project so that effluent will meet the requirement of NPDES permit No. \_\_\_\_\_ (copy attached). ESG shall be responsible for meeting the effluent quality requirements of The City's NPDES permit unless one or more of the following occurs; (1) the Project influent does not contain Adequate Nutrients to support operation of Project biological processes and/or contains Biologically Toxic Substances that cannot be removed by the existing process and facilities; (2) dischargers into The City's sewer system violate any or all regulations as stated in the Water and Sewer Ordinance; (3) the flow, influent BOD5, suspended solids and/or ammonia loading exceeds the Project design parameters for the WWTP facility, which are 8.0 million gallons of flow per day, \_\_\_\_\_ pounds of BOD5 per day, \_\_\_\_\_ pounds of suspended solids, \_\_\_\_\_ pounds of ammonia, and a daily peaking factor of 1.3 times flow; (4) if the wastewater treatment plant and/or associated appurtenances is inoperable or can operate only at a reduced capacity on account of construction activities, fire, flood, adverse weather conditions or other causes beyond ESG's control.
- B.2 In the event any one of the Project influent characteristics, suspended solids, BOD5, or flow, exceeds the design parameters stated above, ESG shall return the plant effluent to the characteristics required by the NPDES permit in accordance with the following schedule after Project influent characteristics return to within design parameters.

<u>Characteristics Exceeding Design Parameters By</u>	<u>Recovery Period Maximum</u>
10% or Less	5 days
Above 10% Less than 20%	10 days
20% and Above	30 days

Notwithstanding the above schedule, if the failure to meet effluent quality limitations is caused by the presence of Biologically Toxic Substances or the lack of Adequate Nutrients in the influent, then ESG will have a thirty (30) day recovery period after the influent is free from said substances or contains Adequate Nutrients.

- B.3 ESG shall not be responsible for fines or legal action as a result of discharge violations within the period that influent exceeds design parameters, does not contain Adequate Nutrients, contains Biologically Toxic Substances, and the subsequent recovery period.

## Appendix C - BASE FEE ADJUSTMENT FORMULA

$$BF = BF_0 \times C/Co$$

Where:

- BF<sub>0</sub> = Base fee specified in Article 4.1
- BF = Adjusted base fee
- Co = CPI for All Urban Consumers (U.S. City Average) as published by U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report for the month three (3) months prior to ESG beginning service under this Agreement
- C = CPI for All Urban Consumers (U.S. City Average) as published by U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report for the month three (3) months prior to the beginning of the period for which an adjusted base fee is being calculated

## Appendix D - INSURANCE COVERAGE

ESG shall maintain:

1. Workers Compensation and Employers liability coverage as required under the state law in which the work is being performed. Workers Compensation coverage must provide statutory limits and employers liability coverage shall be \$1,000,000.
2. Comprehensive general liability insurance with limits of \$1,000,000. Per occurrence/ \$2,000,000. Aggregate bodily injury and property damage combined. Policy shall contain either by endorsement or broad form coverage, contractual liability insurance covering the indemnification provision – Section 6.1 of this Agreement. Policy shall contain waiver of subrogation and additional insured endorsements in favor of the City. ESG coverage shall be primary and noncontributory over any other valid and collectible insurance provided by the City.
3. Comprehensive Automobile Liability insurance with a combined single limit of not less than \$1,000,000. Coverage to include all vehicles owned, leased hired and non-owned automobiles by ESG (exclusive of those vehicles provided to ESG by the Owner pursuant to Section 3.6 of this Agreement). Policy shall contain additional insured endorsements in favor of the Owner.
4. Excess or Umbrella liability insurance in the amount of \$3,000,000 per occurrence and \$3,000,000 Aggregate.

The City shall maintain:

1. Property insurance for all property owned by the City and occupied/operated by ESG under this Agreement inclusive of automobiles and equipment described in Appendix B. Any property not properly or fully insured shall be the financial responsibility of the City. Physical damage coverage on the automobiles leased to ESG by the City will be provided by the City either under property insurance or automobile physical damage insurance.
2. Comprehensive general liability insurance with limits of \$1,000,000. Per occurrence/ \$2,000,000. Aggregate bodily injury and property damage combined. Policy shall contain either by endorsement or broad form coverage, contractual liability insurance covering the indemnification provision – Article 6.1 of this Agreement.
3. Comprehensive Automobile Liability insurance with a combined single limit of not less than \$1,000,000. Coverage to include all owned, leased, hired and non-owned automobiles inclusive of those vehicles provided to ESG by the Owner pursuant to Section 3.6 of this Agreement. Automobile physical damage coverage for all vehicles owned by the Owner and provided to ESG under this Agreement as described in Appendix B.

**TIFTON CITY COUNCIL AGENDA ITEM**

TO: Tifton City Council  
FROM: Scott Murphy, ESG Operations  
DATE: August 20, 2014  
DEPARTMENT: Engineering  
SUBJECT: 2015 LMIG



DATE: 08/21/12  
Workshop Meeting (X)  
Regular Meeting ( )  
Called Meeting ( )

---

**EXECUTIVE SUMMARY**

The Georgia Department of Transportation (DOT) has allocated funds for 2015 as part of the Local Maintenance and Improvement Grant (LMIG). \$215,000 is available, which includes the required matching funds from the City of Tifton. Staff recommends selecting Murray Avenue, Chestnutt Avenue, and Hall Avenue as projects to be addressed during the 2015 LMIG.

**PROPOSED ACTION**

Approval of the plan as proposed

**SUPPORTING INFORMATION**

**Background Information**

LMIG funds have been used to great effect in Tifton, including the 2014 LMIG projects comprised of pavement repair or replacement on North Central Avenue and Beech Street, and culvert replacement and asphalt repair on 42nd Street and 44th Street.

**Financial Implications**

- This is a budgeted item

**Pros and/or Cons**

- The LMIG program only requires a 30% match of funds from the City of Tifton
- This plan addresses City of Tifton street repair needs in the order that they appear on the LMIG priority list as developed by the City of Tifton Engineering Department.

**Implementation**

- Upon approval, plans and specifications would be developed for each of the listed sites

## 2015 LMIG Project

### Summary:

With the 2014 LMIG projects drawing to a close, it is time to select the projects that will be addressed during the 2015 LMIG. The City of Tifton has developed a LMIG Priority List that has been used to plan and schedule pavement resurfacing, culvert repair, asphalt repair, and a number of other activities that qualify for DOT funding under the LMIG program. The list is revised annually to include recent developments such as; culvert failure, changes in traffic patterns, and increased deterioration of asphalt. The City of Tifton Staff recommends that the 2015 LMIG projects include improvements to Murray Avenue, Chestnut Avenue, and Hall Avenue, as detailed in the following document. For 2015, \$215,000 will be available, which includes the City of Tifton's matching contribution.

### 2014 LMIG:

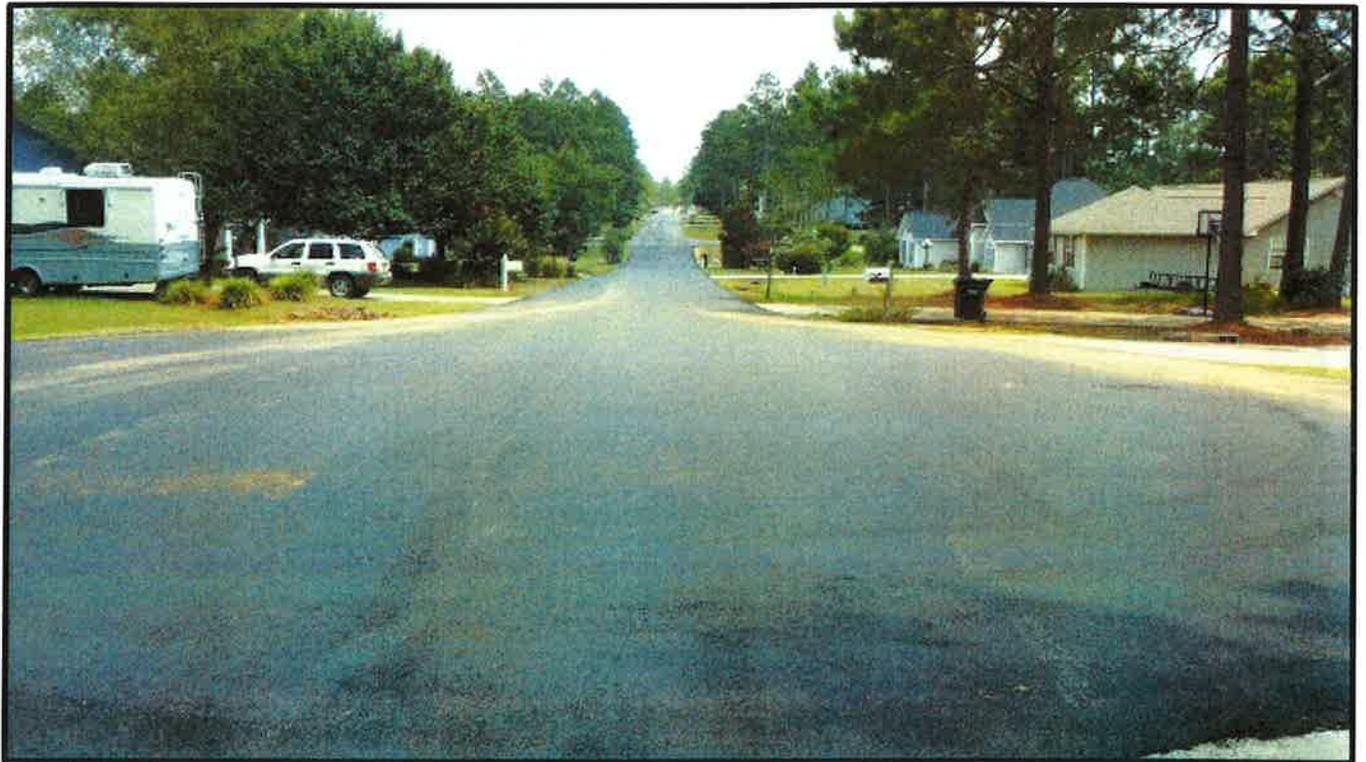
#### Beech Street: (New pavement)



North Central Avenue: (repair and repave)



**44th Street: (Culvert replacement and surface overlay)**



42nd Street: (pending culvert replacement and asphalt repair)



LMIG Priority List (revised for 2015)

Priority #	Street Name	From	To	District	Date
Completed	12th Street	Goff Street	Ferry Lake Rd	1&4	2012
Completed	Goff Street	City Limit South	12th Street E	4	2012
Completed	Kennedy Road	12th Street	Old Ocilla Road	1&4	2012
Completed	Whiddon Mill Road	I-75	Carpenter Road	2	2013
1	20th Street	U S Hwy 41 N	Old Ocilla Road	1 & 2 & 4	
Completed	Maple Street	Woodlawn Avenue	Bellview Avenue	3	2013
Completed	Irwin Drive	Tift Avenue	Dead End	1	2013
Completed	Ivy Drive	Tift Avenue	Irwin Street	1	2013
Completed	Goff Street	Repair at Culvert		1&4	2013
Completed	North Central Avenue	28th Street	30th Street	1&2	2014
Completed	Beech	Highway 41	Railroad Tracks	3	2014
Completed	44th Street	Lakeview Drive	Cul de sac	1	2014
Pending	42nd Street	Lakeview Drive	Cul de sac	1	2014
2	Murray Avenue	14th Street W	Ditch	2	*2015
3	Chestnutt Avenue	16th Street E	20th Street E	4	*2015
4	Hall Avenue	14th Street W	18th Street W	2	*2015
5	Belmont Avenue	20th Street	28th Street	1	
6	16th Street E	Tyson Avenue	Belmont Avenue	4	
7	Chestnutt Avenue	4th Street E	8th Street E	4	
8	18th Street E	Lee Avenue	Davis Avenue	4	
9	6th Street E	Belmont Avenue	Ferry Lake Road	4	
10	College Avenue S	3rd Street W	11th Street W	3	
11	Tyson Avenue	16th Street	18th Street	4	
12	Collins Street	9th Street E	Dead End	3	
13	Cypress Drive	Old Omega Road	City Limits	3	
14	Goff Street	20th Street E	22nd Street E	1	
15	Crescent Drive	Madison Avenue	City Limits	1	
16	Belmont Avenue	26th Street	28th Street	1	
17	Chestnutt Avenue	20th Street	24th Street	1	
18	Goff Street	24th Street E	40th Street E	1	
19	Lee Avenue	20th Street	22nd Street	1	
20	Hall Avenue	14th Street W	18th Street W	2	
21	Park Avenue N	16th Street	20th Street	2	
22	Twila Drive	Crescent Drive	Windsor Drive	1	
23	Madison Avenue	Crescent Drive	Pineview Avenue	1	
24	28th Street E	Tift Avenue N	Davis Avenue	1	
25	Meadowbrook Drive	Curve	22nd Street	1	

26	Popular Street	Main Street	Ermine Avenue	3	
27	Potts Road	Tift Avenue N	Prince Ave	4	
28	16th Street E	Central Avenue	Tift Avenue	4	
29	Pineview Avenue	8th Street E	12th Street E	4	
30	14th Street E	Tift Avenue N	Prince Ave	4	
31	18th Street E	Tift Avenue	Chestnutt Avenue	4	
32	6th Street W	Magnolia Drive	Victory Drive	2	
33	Elizabeth Circle	East End		1	
34	30th Street E	Tift Avenue	Lake Mary	1	
35	44th Street	Goff Street	Carmichael Drive	1	
36	Murray Avenue	Willingham Way	Fulwood Road	2	
37	24th Street E	O'Neal Avenue	Davis Avenue	1	
38	6th Street E & W	Tift Avenue	Love Avenue	4	
39	Central Avenue N	28th Street	30th Street	1 & 2	
40	Tift Avenue	5th Street E	9th Street E	3	
41	Tift Avenue	5th Street E	8th Street E	3 & 4	
42	Bellview Avenue	Maple Street	Alder Street	3	
43	Beech Street	Bellview Avenue	Woodlawn Avenue	3	
44	Alder Street	Beech Street	Woodlawn Avenue	3	
45	6 1/2 Street E	Goff Street	Belmont Avenue	4	
46	4th Street E/Ferry Lake Road	Belmont Avenue	6th Street E	4	
Council Districts			(*) Proposed		
1		Councilman Ehlers			
2		Councilman Parrott			
3		Councilman Terrell			
4		Councilwoman Smith			

**Considerations for 2015 LMIG projects:**

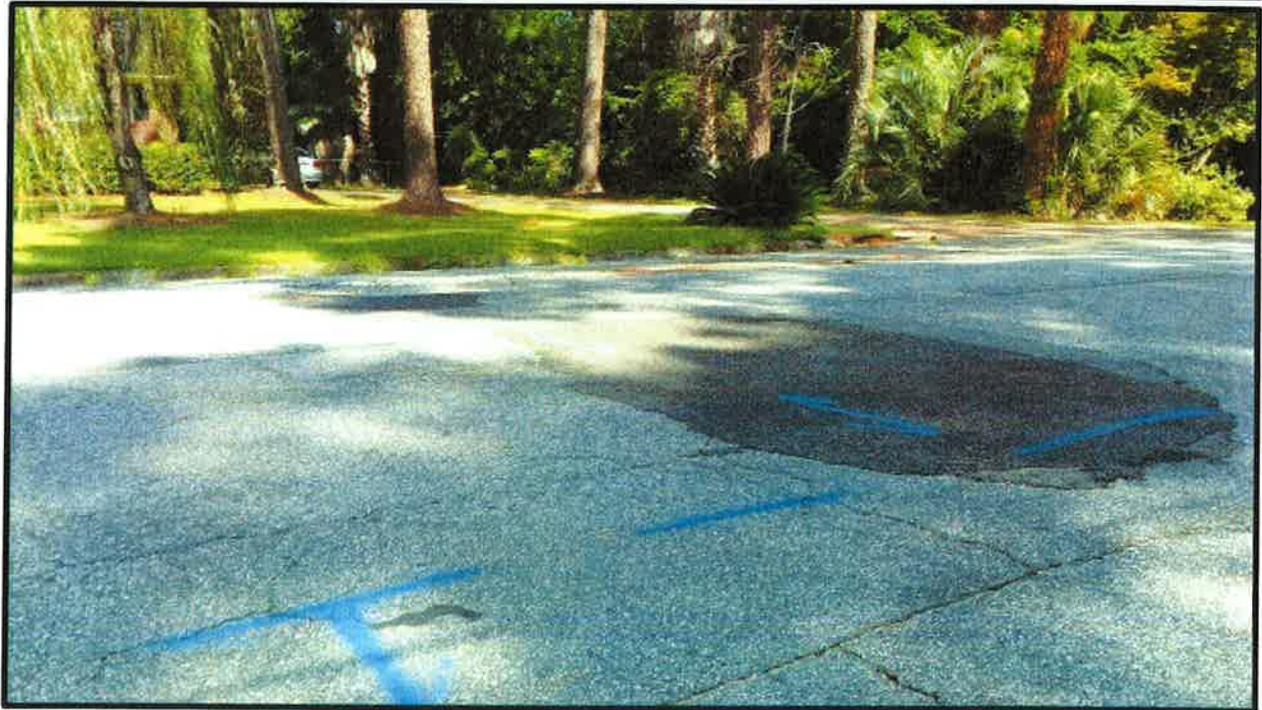
- Total funds available, including the required matching funds from City of Tifton: **\$215,000.**
- Budgeted cost per Square Foot (including repair and 1.5inch surface overlay): **\$2.00/ft2**
- Budgeted Total Area at \$2.00/ft2: **107,500ft2**
- Streets selected for 2015 LMIG: **Murray Avenue from 14th Street to 18th Street**  
**Chestnutt Avenue from 16th Street to 20th Street**  
**Hall Avenue from 14th Street to 18th Street**

**Murray Avenue:**



**Murray Avenue Section 1:** 16th Street to 18th Street- 24ft Wide, 281ft long  
6744 ft<sup>2</sup>, Approximate cost: **\$13,488**

**Murray Avenue Section 2: 14th Street to 16th Street- 46ft Wide, 532ft long**  
**24,472ft<sup>2</sup>, Approximate cost: \$48,944**



**Chestnut Avenue:**



**Chestnut Avenue:** 16th Street to 20th Street- 40ft wide, 1493ft long  
59,720ft<sup>2</sup> Approximate cost- **\$119,440**  
**\*Project would require \$25,000 in Water Improvements**



**Extensive Surface Failure**



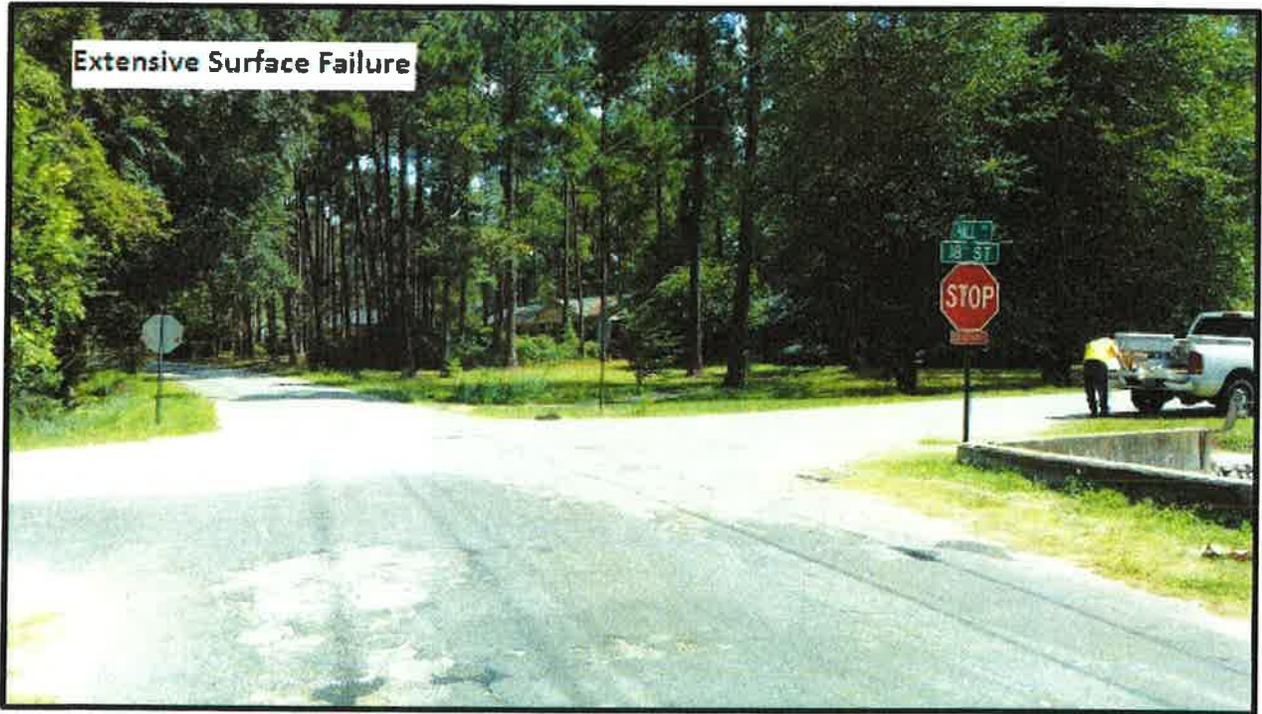
**Hall Avenue:**



**Hall Avenue: 14th Street to 18th Street- 24 feet Wide, 972 Feet Long  
23,328ft<sup>2</sup> Approximate cost- \$46,656**



**Extensive Surface Failure**



**Summary:**

**Murray Avenue Section 1: \$13,488**

**Murray Avenue Section 2: \$48,944**

**Chestnut Avenue: \$119,440**

**Hall Avenue: \$46,656**

**Total: \$228,528 estimated**

**Additional Costs: \$25,000 Water Improvements (from Water Fund)**

**Note: If total costs can managed to an average of \$1.88/ft<sup>2</sup>, then all four sections of surface can be repaired within the budgeted amount of \$215,000. Otherwise, individual sections would need to be postponed to stay within the budgeted amount.**

**TIFTON CITY COUNCIL AGENDA ITEM**



**TO:** Tifton City Council  
**FROM:** Bert D. Crowe, Director COT-EDM  
**DATE:** July 21, 2014  
**DEPARTMENT:** Environmental Management  
**SUBJECT:** Request for approval of Z14-000-004 relating to request from Slalomsouth, LLC. for major modification of a Planned Development Overlay.

*DATE: Aug 21, 2014 and Sept 8, 2014*  
*Workshop Meeting (x)*  
*Regular Meeting (x)*

**EXECUTIVE SUMMARY**

The applicants are requesting a major modification of the present Planned Development Overlay (PDO) of the property located at parcel T039 025 (tract is bordered by 26<sup>th</sup> Street to the South, Love Avenue to the East, 28<sup>th</sup> Street to the North, and Central Ave to the West). This property is currently zoned R-20 PDO and would remain that zoning characteristic. This modification would allow the development of the property with 34 attached single story, single family dwellings consisting of 6 buildings with 4 residences each and 3 buildings with 3 residences each for a total of 34 units. The original PDO was for a 2 story condominium complex consisting of 3 buildings with 6 units each and 3 buildings with 8 units each for a total of 42 units.

**PROPOSED ACTION**

Approval by City Council of the requested modification to existing Planned Development Overlay.

**SUPPORTING INFORMATION**

**Background Information**

The applicant is requesting a major modification to the Planned Development Overlay attached to this parcel. The modification would allow for the development of the property with 34 attached single story, single family dwellings consisting of 6 buildings with 4 residences each and 3 buildings with 3 residences each for a total of 34 units. The original PDO was for a 2 story condominium complex consisting of 3 buildings with 6 units each and 3 buildings with 8 units each for a total of 42 units.

**Financial Implications**

Approval and implementation of the above listed modification to the PDO would not generate any additional expense to the City of Tifton due to all available services being currently in place, but would generate addition revenue through new development and employment. There would also be an increase in the tax base as a result of the added value to the property in question. This request was approved by the Planning and Zoning Commission on August 7, 2014 with a unanimous vote.

**Pros and/or Cons**

## **TIFTON CITY COUNCIL AGENDA ITEM**

- **Pros-** Approval would allow for the development of a vacant property which would generate housing opportunities that are currently limited in availability. The modification of the PDO would actually have a lower density than it presently has and the type of homes and configuration are more conducive to our current community needs and the development standards set forth by our department. This project does seem to blend well as a transitional area between several multiple residential areas and the bordering residential single family area adjacent to the property. The modification would lower the population density for the property and create single story residences versus 2 story condominiums.
- **Cons-** None

### **Implementation**

Implementation of the above listed modification to the above mentioned PDO would be immediate upon the approval of City of Tifton Council.

**CITY OF TIFTON GEORGIA  
ORDINANCE NO. 2014- \_\_\_\_**

**AN ORDINANCE OF THE CITY OF TIFTON, GEORGIA TO AMEND THE  
CITY OF TIFTON ORDINANCE NO. 2008-23 TO PROVIDE FOR THE  
REVISION OF A PLANNED DEVELOPMENT OVERLAY AND FOR OTHER  
PURPOSES.**

**I.**

**AMENDMENT TO CODE OF ORDINANCES**

Whereas the Mayor and City Council adopted Ordinance Number 2008-23 to provide for a Planned Development Overlay;

Whereas the Developer, Slalomsouth, LLC has requested that the Improvement Plan be revised to allow for 34 attached single story, single family dwellings consisting of six buildings and four residences each for a total of thirty-four units.

Whereas since the adoption of Ordinance No. 2008-23, the Council has adopted the City of Tifton Land Development Code; and

Whereas the requested change to allow for 34 attached single story, single family dwellings consisting of six buildings and four residences each for a total of thirty-four units will not affect the use of the property or otherwise bear upon the appropriateness of the Planned Unit Overlay considered and adopted by the Mayor and City Council in Ordinance No. 2008-23 or as contemplated in the original Improvement Plan.

*The City Council of the City of Tifton hereby ordains* that Ordinance No. 2008-23 be amended to allow for 34 attached single story, single family dwellings consisting of six buildings and four residences each for a total of thirty-four units in accordance with the development plan submitted in Application Z14-000-004 by Slalomsouth, LLC.

**II.**

**REPEALER**

To the extent that any other ordinance, portion of an ordinance, or resolution of the City of Tifton now in effect is inconsistent with the provisions hereof, the same is repealed.

**III.**

**EFFECTIVE DATE**

The effective date of this Ordinance shall be the date of adoption hereof.

Read and adopted at a Regular Meeting of the City Council of the City of Tifton held on the 8th day of September, 2014.

---

J.G. "Jamie" Cater, Jr.  
*Mayor*

APPROVED As to Form:

Attest:

---

Robert C. Wilmot  
*City Attorney*

---

Rona Martin  
*Clerk*

**INSTRUCTIONS FOR FILING CITY OF TIFTON  
REZONING/TEXT AMENDMENTS APPLICATIONS**

Dear Citizens:

Attached please find the required rezoning/text amendment application. This application must be filed in the office of the Zoning Administrator by July 18, 2014 in order to be heard by the City of Tifton Planning and Zoning Commission the 1<sup>st</sup> Thursday of the following month and the Public Hearing by the Tifton city Council on the 1<sup>st</sup> Monday of each month.

1. Application fee of \$200.
- ✓2. A typed legal description of the property to be zoned. (Must show measurements and coordinate with attached plat).
- ✓3. One plat of the property. (This plat must be to scale indicating flood zone, wetlands and other pertinent information).
- ✓4. A proposed site plan. (This can be a hand drawn plan showing locations of driveways, building locations, parking, landscaped areas, required setbacks and proposed streets).
5. Any material that may need to help describe your project. (This may be a picture of a mobile home, land and building).
6. Contact the Environmental Health Department of the Tifton Utility department to verify that the site will be approved for water and sewer service.

**THE ABOVE ITEMS ARE THE RESPONSIBILITY OF THE APPLICANT**

.....

**THE ITEMS LISTED BELOW ARE THE RESPONSIBILITY OF STAFF**

1. A letter from the City of Tifton Utilities Department if public utilities are required/available.

**SPECIAL NOTE:**

The staff is directed by the City of Tifton Planning and Zoning Commission to prepare a Staff Report to accompany each application. Such report is prepared and sent to the commission 6 days prior to their scheduled meeting, and is available for your reviewing at the time. You may receive a copy of the staff report anytime after the minutes of a meeting have been approved and they are considered public records.

**YOUR APPLICATION WILL BE HEARD AS FOLLOWS AND YOUR PRESENCE OR THAT OF YOUR AGENT IS REQUIRED AT EACH MEETING:**

PLANNING COMMISSION: DATE: 8-7-14 PLACE: 6:00 pm City of Tifton Municipal Court  
Room, 527 Commerce Way

TIFTON CITY COUNCIL: DATE: 9/8/14 PLACE: 5:00 pm City of Tifton Municipal Court  
Room, 527 Commerce Way

If you have any questions concerning this application, please call the Zoning Administrator at (229) 391-3950.

The signature below acknowledges receipt by the applicant and/or his duly authorized representative of the above referenced date.

DATE: 7-18-14 SIGNATURE: 

DATE APPLICATION RECEIVED: July 18, 2014  
APPLICATION NUMBER: Z/4-060-004  
MAP AND PARCEL # 1039 025

Applicant/Agent

### REZONING/TEXT AMENDMENT APPLICATION

TO: City of Tifton Planning and Zoning Commission  
City of Tifton Council

I (We), the undersigned do hereby make application and petition the Tifton City Council to consider request to amend the City of Tifton Zoning Ordinance and to change the Official Zoning Map of Tifton as hereinafter requested. In support of this application, the following facts are show:

1. The property sought to be Rezoned/Text Amendments is owned by:  
NAME: Slalom South LLC  
ADDRESS: 101 12<sup>th</sup> St. East Tifton GA (City) (State)  
PHONE NUMBER: (229) 392-1724 Jonathan Garney
2. The property sought to be rezoned is located at 26<sup>th</sup> Street between Central Ave Road and Love Ave Road and has frontage of 429.88' feet and depth of 590.10 feet with an area of 244,328 square feet or 5.609 acres.
3. If rezoning application, it is desired and requested that the foregoing property be zoned from \_\_\_\_\_ to \_\_\_\_\_  
(Existing Classification) (Proposed Classification)
4. Has any prior application to rezone on this property been made?  
Yes  No   
If yes, application number and date: I-PDO-08-01  
Action of the Tifton City Council: Approved PDO, Current Zoning R-20 PDO
5. It is proposed that the property will be put to the following use:  
Residential Multi-family Single Story Condos that will be sold
6. It is proposed that the following building will be constructed: See Plat

Building setbacks and off-street parking will be provided as per the ordinances.

7. Does the property currently have an existing building? No

If yes, what is the use? \_\_\_\_\_

Will existing structure be demolished or renovated for use? NA

8. Has applicant made, within two (2) years immediately preceding the filing of the application for a map amendment campaign contributions aggregating \$250 or more to any member of the Tifton City Council or Planning and Zoning Commission? Yes \_\_\_\_\_ No

If answer is yes, the following information is required:

Name of local government official to whom made: \_\_\_\_\_

Amount and date of each contribution made by applicant: \_\_\_\_\_

8a. In the event that no such gift or contributions were made, the applicant shall affirm by signing this space \_\_\_\_\_

  
\_\_\_\_\_  
Signature, Owner

\_\_\_\_\_  
Signature, Authorized Agent

101 12<sup>th</sup> St. East  
\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

Tifton GA  
\_\_\_\_\_  
City State

\_\_\_\_\_  
City State

229-392-1724  
\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Telephone Number

7-18-2014

**CERTIFICATE OF OWNERSHIP**

I (We) Jonathan Garvey

Do hereby certify that I (We) do, in fact, have proper standing to execute this rezoning application as I (We) are owners of the below described property:

See Warranty Deed for Description



Owner(s)

101 12<sup>th</sup> St. Ecor  
Address

Tifton GA 31794  
City State

229-392-1724  
Telephone Number

## AGENT'S CERTIFICATION

For this purpose of this application, I (We) hereby appoint the following named individual(s) as our duly authorized agent(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Agent(s)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Owner(s)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Address

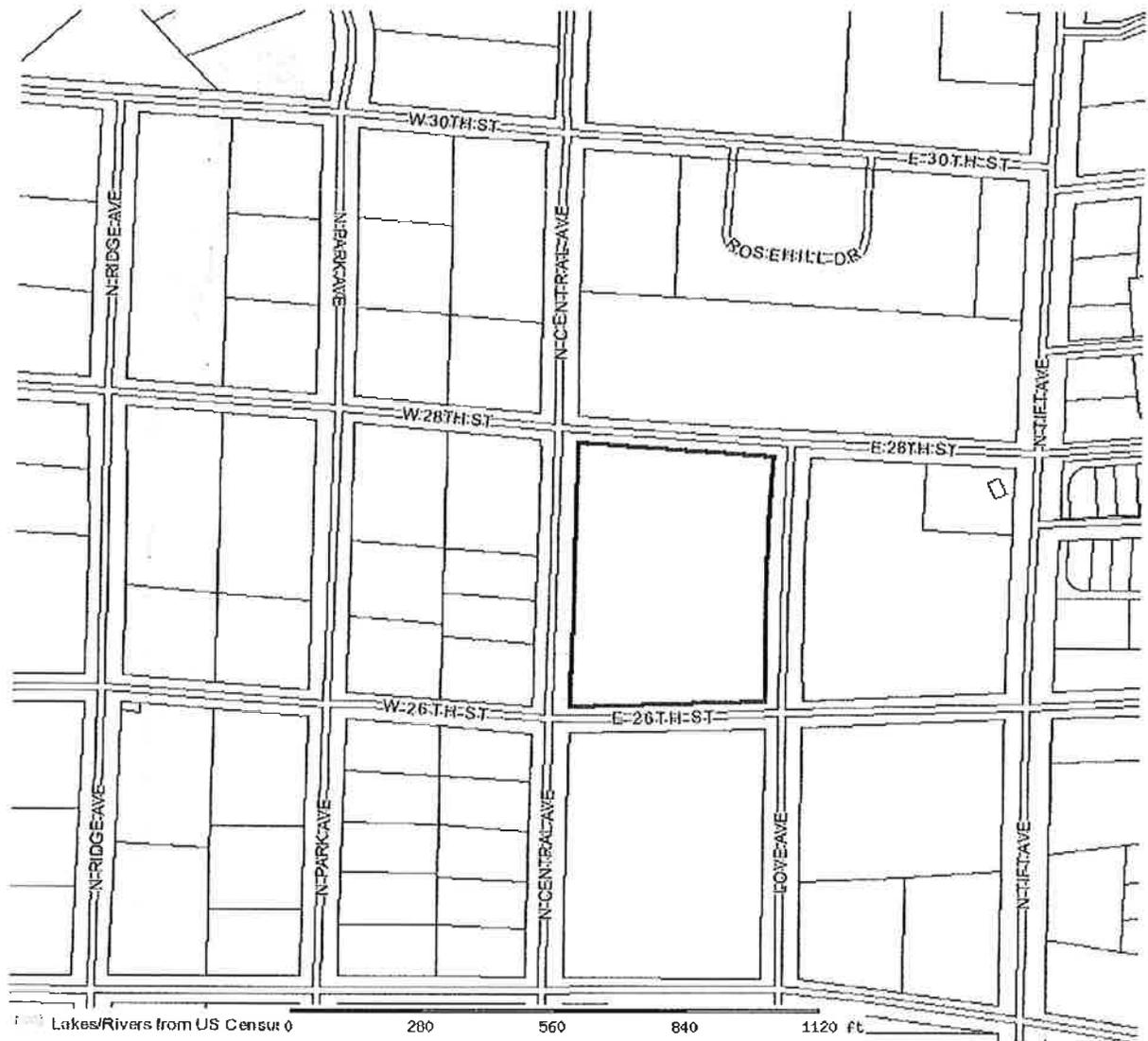
\_\_\_\_\_  
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\_\_\_\_\_  
Address

\_\_\_\_\_  
\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



Tift County Assessor			
Parcel: T039 025 Acres: 5.61			
Name:	SLALOM SOUTH, LLC	Land Value:	\$132,000.00
Site:	0 E 26TH ST	Building Value:	\$0.00
Sale:	\$180,000 on 10-2013 Reason=LM Qual=Q	Misc Value:	\$0.00
Map:	101 E. 12TH STREET	Total Value:	\$132,000.00
	TIFTON, GA 31794		



The Tift County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER TIFT COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---

Date printed: 07/18/14 : 10:15:45

# TIFT COUNTY TAX ASSESSOR

225 NORTH TIFT AVE. - TIFTON, GEORGIA 31794

[Recent Sales In Area](#)   
 [Previous Parcel](#)   
 [Next Parcel](#)   
 [Field Definitions](#)   
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### Owner and Parcel Information

Owner Name	SLALOMSOUTH, LLC	Today's Date	July 18, 2014
Mailing Address	101 E. 12TH STREET TIFTON, GA 31794	Parcel Number	T039 025
Location Address	E 26TH ST	Tax District	TIFTON (District 02)
Legal Description	LL 263 BLK 71 5.609 AC	2013 Millage Rate	37.056
Property Class(NOTE: Not Zoning Info)	R3-Residential	Acres	5.61
Zoning		Neighborhood	
Landlot/District	263/6	Homestead Exemption	No (\$0)
Water		Parcel Map	<a href="#">Show Parcel Map</a>
Electric		Sewer	
Topography		Gas	
Road Class		Drainage	
	County	Parcel Road Access	Paved

### 2014 Tax Year Value Information

Land Value	Improvement Value	Accessory Value	Total Value	Previous Value
\$ 132,000	\$ 0	\$ 0	\$ 132,000	\$ 84,000

### Land Information

Type	Description	Calculation Method	Number of Lots	Photo
RES	740 HALL AVE	Lot	1	NA

### Improvement Information

No improvement information associated with this parcel.

### Accessory Information

Description	Year Built	Dimensions/Units	Value
No accessory information associated with this parcel.			

### Sale Information

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
10/18/2013	1720 152	42 8A	\$ 180,000	LM - Qualified Vacant Sale	CARL SHAPIRO PROPERTIES, LLC	SLALOMSOUTH, LLC
05/01/2008	1415 267		\$ 260,000	4C - Disq Imp - Charity/School/Church	ST ANNE'S EPISCOPAL CHURCH,TIFTON,INC	CARL SHAPIRO PROPERTIES, LLC
05/24/2004	1120 77		\$ 0	3C - Disq Vac - Charity/School/Church	PORTER FAMILY PARTNERSHIP,LLLP	ST ANNE'S EPISCOPAL CHURCH,TIFTON,INC
05/24/2004	1118 41		\$ 250,000	3C - Disq Vac - Charity/School/Church	PORTER FAMILY PARTNERSHIP,LLLP	ST ANNE'S EPISCOPAL CHURCH,TIFTON,INC
12/28/1995	589 105		\$ 0	3 - Disqualified Vacant	PROTER, CATHERINE TIFT	PORTER FAMILY LIMITED
01/01/1993	477 230		\$ 0	3 - Disqualified Vacant	TIFT, THOMAS WILLINGHAM	PORTER,CATHERINE TIFT

[Show Warranty Deed](#)

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The Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. Website Updated: July 18, 2014

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BOUNDARY SURVEY FOR :

**SLALOMSOUTH, LLC.**

LOCATED IN LAND LOT # 263

6TH LAND DISTRICT

ALL of CITY BLOCK # 71

CITY of TIFTON

TIFT COUNTY, GEORGIA

SCALE : 1" = 100'

SURVEYED : OCTOBER 8, 2013

PLATTED : OCTOBER 9, 2013

This plat is approved for recordation in the office of the clerk of Superior Court of Tift County, Georgia.

This is by order of *Bert D. Crowe*  
Zoning Administrator for the City of Tifton  
Bert D. Crowe



**SUNBELT SURVEYORS, INC.**

Roger A. Medders P.L.S.

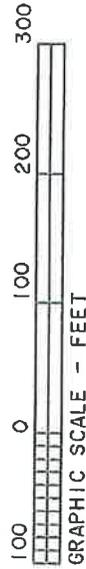
205 E. KELLY STREET

SYLVESTER, GEORGIA 31761

229 - 776 - 4750



IN MY OPINION THIS PLAT IS A CORRECT REPRESENTATION OF LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.



21st Oct 13  
J.A.  
Mylonakis P.L.S.  
GA, Tift Co.  
2:49pm

28th Street - 60' R/W  
S 84°59' 08" E 430.60'

North Central Avenue - 80' R/W  
N 02°04' 39" E 590.10'

5.609 ACRES

Love Avenue (paved) 60' R/W  
S 02°09' 47" W 647.16'

26th Street - 60' R/W  
S 89°17' 51" W 429.88'



THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO BE 1 ONE FOOT IN 100,000 +

LEGEND :

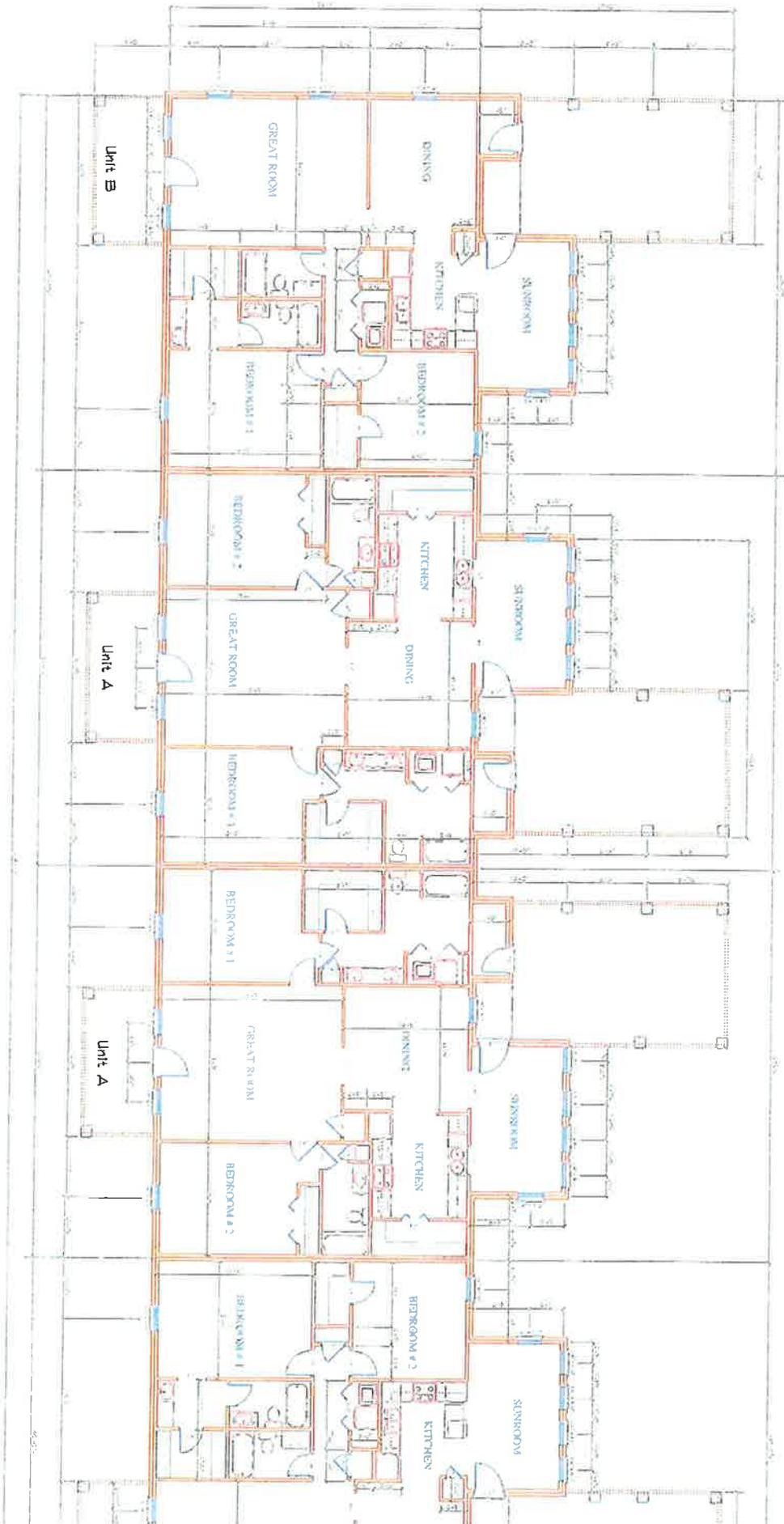
- POB - Point of B
- - Concrete M
- I.P.F. - IRON PIN F
- I.P.S. - IRON PIN S
- X--- FEM
- WP - WITNESS

EQUIPMENT USED:  
TOPCON TOTAL STATION  
HP 48 BX DATA COLLECTOR  
C AND B SOFTWARE

THE FIELD DATA  
THIS MAP OR PLAT  
HAS A CLOSURE  
OF ONE FOOT IN  
FEET, AND AN ANGLE  
ERROR OF ONE  
ANGLE POINT, AND  
USING COMPASS















**NOTICE OF PUBLIC HEARING  
REQUEST FOR MODIFICATION  
PLANNED DEVELOPMENT OVERLAY**

The City of Tifton Planning and Zoning Commission will consider Applications: ZA14-000-004: Slalomsouth, LLC. The applicant is requesting a major modification to the present Planned Development Overlays allowing the construction of 34 attached single family dwellings verses 42 condominiums in the original planned development overlay. The application will be considered on August 7, 2014 at 6:00 PM at 130 East 5<sup>th</sup> Street, City of Tifton Municipal Courtroom, Tifton, GA.

**Meeting is Open to the Public**

**NOTICE OF PUBLIC HEARING**

Tifton City Council will hold a Public Hearing September 8, 2014 at 5:00 PM at 130 East 5<sup>th</sup> Street, City of Tifton Municipal Courtroom, Tifton, GA. concerning Applications: ZA14-000-004: Slalom south LLC. The applicant is requesting a major modification to the current Planned Development Overlays allowing the construction of 34 attached single family dwellings verses 42 condominiums in the original planned development overlay.

**For Additional Information please call 229-391-3950.**



# ENVIRONMENTAL MANAGEMENT

Bert D. Crowe, Director

PH: 229.391.3950 \* \*

FAX: 229-556-7419 \* \*

e-mail: [bcrowe@tifton.net](mailto:bcrowe@tifton.net)

To:

From: Bert D. Crowe, Director

CC: File# Z14-000-004

Date: July 21, 2014

204 North Ridge  
Post Office Box 229  
Tifton, Georgia 31793

<http://www.tifton.net>

**ELECTED OFFICIALS:**

J. G. "JAMIE" CATER, JR.  
MAYOR

JOHNNY TERRELL, JR.  
VICE MAYOR  
DISTRICT 3

WES EHLERS  
DISTRICT 1

CHRISTOPHER PARROTT  
DISTRICT 2

JULIE B. SMITH  
DISTRICT 4

Re: Slalomsouth, LLC has requested a major modification of the present Planned Development Overlay (PDO) of the property located at parcel T039 025 (tract is bordered by 26<sup>th</sup> Street to the South, Love Avenue to the East, 28<sup>th</sup> Street to the North, and Central Ave to the West). This property is currently zoned R-20 PDO and would remain that zoning characteristic.

The original PDO allowed for the construction of a condominium complex consisting of 3 two story buildings with 6 units each and 3 two story buildings with 8 units each for a total of 42 units. The modification will consist of 6 single story buildings consisting of 4 residences each and 3 single story buildings consisting of 3 residences each for a total of 34 attached single family dwellings.

Please be advised The City of Tifton Planning and Zoning Commission will have a meeting which is open to the public August 7, 2014 at 6:00 PM at 130 East 5<sup>th</sup> Street (Highway 82 East), City of Tifton Municipal Court Room, Tifton, GA. for consideration of this application, which you are welcome to attend.

Tifton City Council will hold a Public Hearing September 8, 2014 at 5:00 PM at 130 East Fifth Street, (Highway 82 East) City of Tifton Municipal Court Room for consideration of this application which you are welcome to attend.

Due to you either being the owner/applicant or an adjoining property owner at the front, rear, side or across the road or street from the affected property we are required to notify you of this request. This request, if approved will not affect your property from a zoning aspect.

Required documentation relating to this request can be viewed at the office of the Environmental Management Department located at 527 Commerce Way, Tifton, GA.

Should you have any questions regarding this application, please contact this office Monday-Friday between the hours of 8:00 am and 5:00 pm at 229-391-3950.

Bert D. Crowe, Director COT-EMD



**Bert Crowe**

---

**From:** Microsoft Outlook  
**To:** Tifton Legals  
**Sent:** Thursday, July 24, 2014 2:59 PM  
**Subject:** Relayed: Legal ad for August 1, 2014 Edition of the Tifton Gazette

**Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:**

Tifton Legals (Tifton.Legals@gafnews.com)

Subject: Legal ad for August 1, 2014 Edition of the Tifton Gazette

**Bert Crowe**

---

**From:** Tifton Legals [Tifton.Legals@gafnews.com]  
**Sent:** Thursday, July 24, 2014 2:59 PM  
**To:** Bert Crowe  
**Subject:** Your legal has been received. Once it is entered you will receive the cost and ad number.

Your legal has been received. Once it is entered you will receive the cost and ad number.

Jan Marie Guanzon  
Group Legal Clerk  
South Georgia Media Group

229-256-2128  
800-600-4838 ext 1281

P.O. Box 968  
Valdosta, GA 31603  
Fax 229-244-4479

[Jan.Guanzon@gafnews.com](mailto:Jan.Guanzon@gafnews.com)

# Original PDO

## CITY OF TIFTON

ORDINANCE NO. 2008 - 22

**[ZONING MAP AMENDMENT – PLANNED DEVELOPMENT OVERLAY]  
APPLICATION NO. T-PDO-08-01**

**AN ORDINANCE OF THE CITY OF TIFTON, GEORGIA, TO AMEND THE ZONING ORDINANCE OF THE CITY OF TIFTON, GEORGIA, SO AS TO ALLOW A PLANNED DEVELOPMENT OVERLAY UPON A CERTAIN PARCEL OF LAND.**

*WHEREAS*, the Greater Tift County Planning and Zoning Commission has heard the Staff recommendation that the zoning of the following described property be amended from R-20 (Residential) to R-20-PDO (Residential-Planned Development Overlay); and

*WHEREAS*, the planned development overlay approach allows for a specified land use which is less intrusive and extensive than would be the blanket rezoning approach; and

*WHEREAS*, a planned development overlay allowing the property to be used as an Adult Community Condominium Complex consisting of 3 buildings with 6 units each and 3 buildings with 8 units each for a total of 42 units - - consistent with the submitted plans - - is acceptable; and

*WHEREAS*, all conditions and requirements for establishment of the zoning classification of the following described property and amendment of the Zoning Ordinance of the City of Tifton relative thereto have been satisfied; and

*WHEREAS*, following the application of the standards for the exercise of zoning decisions by the Commission as required by the provisions of Section 13-2.7(d) -- as well as the application of Section 4.4 (Planned Development Overlay District) -- of the Zoning Ordinance of the City of Tifton to such proposed zoning classification and amendment to the Zoning Ordinance of the City of Tifton, it is the opinion and judgment of the City Council of the City of Tifton that it is in the best interest of the health, safety and general welfare of the inhabitants of the City of Tifton that the zoning classification of the following described property be made as hereinafter provided and that the Zoning Map of the City of Tifton be amended as hereinafter provided.

***BE IT ORDAINED*** by the City Council of the City of Tifton, Georgia, that:

## I.

### AMENDMENT

The Zoning Ordinance of the City of Tifton, Georgia, adopted October 6, 1986, and thereafter codified and readopted June 1, 1992, and the Official Zoning Map of the City of Tifton are hereby amended so as to classify the following described property as R-20-PDO (Residential-Planned Development Overlay) and to include such property, as applicable, in such Zoning District upon such Zoning Map.

### DESCRIPTION OF PROPERTY

A tract of land containing 5.609 acres bordered on the north by 28<sup>th</sup> Street, on the west by Central Avenue, on the south by 26<sup>th</sup> Street and on the east by Love Avenue. (Tax Map T39, Parcel 25).

### PLANNED DEVELOPMENT OVERLAY

The specific planned development overlay granted on the subject property consists of the Improvement Plan together with Staff recommendations then reviewed and subsequently approved by the Department of Development Support Services, all of which is set forth in the Staff Report to City Council from which there shall be no amendment thereto or deletion therefrom, all as is consistent with Section 4.4 of the Zoning Ordinance. Further, such planned development overlay grant is conditioned upon all development policies and ordinances of the City of Tifton effective as of the date of final approval of the development contemplated herein. Further, by way of clarification, the specific planned development overlay granted herein is based, in part, on four specific conditions, to wit:

1. A water and sewer lay-out plan needs to be submitted and approved by the Utilities Department and Fire Department prior to approval of the Final Improvement Plan.
2. Calculations for drainage and plans for tie-in into the existing stormwater system will also have to be submitted and approved by the City of Tifton prior to approval of the Final Improvement Plan.
3. The Project is proposed with curb and gutter as well as sidewalks on all four sides of the project. Central Avenue and East 26<sup>th</sup> Street are dirt roads in front of the project. The developer is proposing to construct the curb and gutter and sidewalks at his cost along all four sides of the project and on Central Avenue and East 26<sup>th</sup> Street in conjunction with the paving of those existing public road sections by the City.

4. The Fire Department has reviewed the plans and has determined that a fourth fire hydrant will need to be placed at the northwest corner of the property and that with the addition of this fire hydrant sufficient fire protection will be available to the development.

**II.**

**REPEALER**

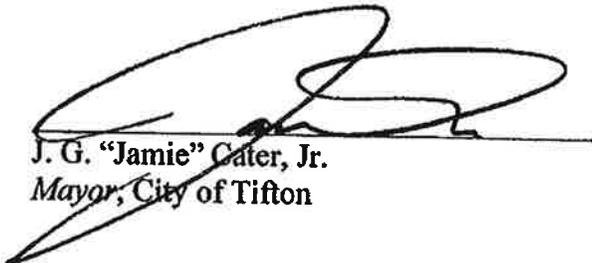
To the extent that any other ordinance, portion of an ordinance, or resolution of the City of Tifton now in effect is inconsistent with the provisions hereof, the same is repealed.

**III.**

**EFFECTIVE DATE**

The effective date of this Ordinance shall be the date of adoption hereof.

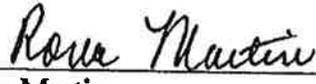
3rd Read and passed at a meeting of the City Council of the City of Tifton held on the day of November, 2008.

  
J. G. "Jamie" Cater, Jr.  
Mayor, City of Tifton

APPROVED As to Form:

Attest:

\_\_\_\_\_  
Gregory C. Sowell  
City Attorney

  
\_\_\_\_\_  
Rona Martin  
Clerk



**Agenda Item Summary**

**Work Session: October 20, 2008**  
**Public Hearing: November 3, 2008**

- To:** Tifton City Council
- Submitted by:** South GA RDC
- SUBJECT:** T-PDO-08-01, Petition by Carl Shapiro, for an amendment to an existing Planned Development Overlay to construct an Adult (Age 55+) Community Condominium Complex on Love Avenue on parcel T039 25 consisting of 3 buildings with 6 units each and 3 buildings with 8 units each for a total of 42 units.
- HISTORY:** May 17, 2007, Recommendation for Approval by P&Z Commission for rezoning from R-20 to M-R.  
August 6, 2007, Approval by Tifton City Council for a Planned Development Overlay District for the construction of ten duplex apartments.
- FUNDS AVAILABLE:** N/A
- PREVIOUS ACTION:** Planning Commission on October 9, 2008 voted unanimously to approve with the 4 conditions.
- RECOMMENDATION:** Approval of the petition by Carl Shapiro, for an amendment to an existing Planned Development Overlay to construct an Adult (Age 55+) Community Condominium Complex on Love Avenue on parcel T039 25 consisting of 3 buildings with 6 units each and 3 buildings with 8 units each for a total of 42 units with the following 4 conditions:
1. A water and sewer lay-out plan needs to be submitted and approved by the Utilities Department and Fire Department prior to approval of the Improvement Plan.
  2. Calculations for drainage and plans for tie-in into the existing stormwater system will also have to be submitted and approved by the City of Tifton prior to approval of the Final Improvement Plan.
  3. The project is proposed with curb and gutter as well as sidewalks on all four sides of the project. Central Avenue and East 26<sup>th</sup> Street are dirt roads in front of the project. The

developer is proposing to construct the curb and gutter and sidewalks at his cost along all four sides of the project and on Central Avenue and East 26<sup>th</sup> Street in conjunction with the City's paving of those road sections. The project should be conditioned upon being constructed concurrent with the paving of the portions of Central Avenue from East 26<sup>th</sup> Street to East 28<sup>th</sup> Street and East 26<sup>th</sup> Street from Love Avenue to North Central Avenue.

4. The Fire Department has reviewed the plans and has determined that a fourth fire hydrant will be need to be placed at the northwest corner and that with the addition of this fire hydrant sufficient fire protection will be available to the development.

**ACTION BY PLANNING & ZONING COMMISSION:**

- APPROVED AS REQUESTED BY THE APPLICANT
- APPROVED AN AMENDMENT TO INCLUDE A LESSER GEOGRAPHIC AREA OR LESS INTENSE ZONING DISTRICT OR CHARACTER AREA
- APPROVED WITH CONDITIONS
- DENIED

**Tifton City Council Review Date:**  
**Work Session: October 20, 2008**  
**Public Hearing: November 3, 2008**  
File Number: T-PDO-08-01

**STAFF REPORT**

**GENERAL INFORMATION:**

**Item:** T-PDO-08-01, Petition by Carl Shapiro, for an amendment to an existing Planned Development Overlay to construct an Adult (Age 55+) Community Condominium Complex on Love Avenue on parcel T039 25 consisting of 3 buildings with 6 units each and 3 buildings with 8 units each for a total of 42 units.

**Applicant:** Carl Shapiro Properties LLC  
**Contact Person:** Carl Shapiro  
**Phone:** 229-245-9437  
**File Date:** September 15, 2008  
**Size:** 5.609 acres.

**CURRENT LAND USE:**

**Subject Property:** vacant – wooded  
**North:** Multi-Family Apartment Complex  
**East:** Multi-Family Apartment Complex  
**South:** St. Anne’s Church & Maple Court Senior Living Facility  
**West:** vacant – wooded

**CURRENT ZONING:**

**Subject Property:** MR - PDO  
**North:** MR  
**East:** MR  
**South:** R-20 & MR  
**West:** R-20

**SPECIAL INFORMATION:**

**Water/Wastewater:** The subject property is located within the Tifton/Tift County Utilities area. Water and Sewer is available to the development. A standard water/wastewater service agreement will be required.

**Fire/EMS Protection:** Fire Station #1 at 403 Forrest Ave. Other, voluntary fire stations may also respond.

**Current Zoning:**

The subject property currently has approval for a PDO to construct 10 duplex buildings on the site for a total of 20 units.

**ANALYSIS:**

Staff has reviewed the PDO objectives as outlined in Section 9-11 and the Standards for Exercise of Zoning Powers:

**9-11.1 Basic Services:**

The proposed conceptual site plan has been reviewed by the Technical Review Committee for consistency with the County's Subdivision Regulation.

The proposed Adult Condominium complex will only be developed concurrent with the sufficient service of water and sewer utilities. The Utilities Department has indicated that sufficient water and sewer capacity is available at the site to serve the development. A water and sewer lay-out plan needs to be submitted and approved by the Utilities Department and Fire Department prior to approval of the Improvement Plan.

Calculations for drainage and plans for tie-in into the existing stormwater system will also have to be submitted and approved by the City of Tifton prior to approval of the Final Improvement Plan.

The project is proposed with curb and gutter as well as sidewalks. Love Avenue will be required to be paved concurrent with the construction of the development.

The Fire Department has reviewed the plans and has determined that a fourth fire hydrant will be need to be placed at the northwest corner and that with the addition of this fire hydrant sufficient fire protection will be available to the development.

**9-11.2 Comprehensive Plan Policy:** The proposed conceptual site plan has been designed to provide for maximum protection of vegetation on site, substantial buffering between buildings, and appropriate infill development for a vacant lot that is consistent with developments in the area.

**a) Whether the proposed rezoning request will permit a use that is suitable, in view of the use and development of adjacent and nearby property.**

The project has accomplished a more desirable development pattern than would be possible through strict adherence of standard zoning and subdivision regulations and has achieved a more creative and attractive design than with the previously approved PDO. The condominium buildings are located in such a way to provide maximum distribution of traffic similar to single family residences and to provide maximum preservation of existing vegetation on site. The previous PDO consisted of a 520 feet long cul-de-sac with buildings oriented towards the cul-de-sac and a 25 foot landscape buffer around the buildings.

In terms of density, the proposed PDO is designed with considerably less density than could be built under M-R zoning which surrounds the property on three sides. The property is roughly 6 acres. Considering the land and open space requirements under M-R of 6,000 sq.ft for the first unit and 3,000 sq.ft for each additional unit plus 500 sq. ft. of open/green space per unit, a total of 72 units could be constructed on the property under M-R or 12 units per acre. The proposed PDO has a gross density of 7 units per acre and is as such consistent with the existing apartment complexes to the north, east and south-east, the church to the south, and through its design will also create a pleasant infill development that is consistent with existing development patterns in the area and provide an attractive transition towards single family residences located towards the west.

**b) Whether a proposed rezoning will adversely affect the existing use or usability of adjacent or nearby property.**

The project is not anticipated to adversely affect any of the surrounding uses or properties. Traffic will be evenly distributed, buildings will be adequately buffered through landscaping, and capacity is available for water, sewer and fire protection services. The developer proposes to provide curb and gutter as well as sidewalks for the development.

**c) Whether the property to be affected by a proposed rezoning has a reasonable economic use as currently zoned.**

The property as currently used is vacant and wooded and has no substantial economic use as currently used or zoned.

**d) Whether the proposed rezoning will result in a use that will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools.**

The targeted population segment typically creates less traffic impact than traditional housing projects and no impact on the school system. The proposed rezoning is therefore not expected to create an excessive or undue burden on existing transportation infrastructure. Water and sewer is available in the area and a standard service agreement will be required prior to any final subdivision approval.

**e) Whether the proposed rezoning is in conformity with the policy and intent of the Comprehensive Plan.**

The proposed PDO is in conformity with policies and intent of the Comprehensive Plan of providing appropriate adult housing and providing attractive infill development consistent with the neighborhood.

**f) Whether there are other existing or changing conditions affecting the use and development of the property that give supporting grounds for either approval or disapproval of the proposed rezoning.**

This is an infill development which by its design is consistent with the surrounding neighborhood.

**g) Whether, and the extent to which, the proposed amendment would result in significant adverse impacts on the natural environment.**

The area is currently heavily wooded and impacts to the existing trees are expected. These impacts can and are proposed to be minimized by requiring preservation of continuous green space areas on the subject property and maximization of the use of existing vegetation to meet the landscaping requirements.

**h) Whether the proposed change will constitute a grant of special privilege to the individual owner as contrasted with adjacent or nearby property owners of the general public.**

The proposed rezoning does not constitute a grant of special privilege to the property owner.

**STAFF RECOMMENDATION:**

Staff has reviewed this petition and determined that it is consistent with the standards for Planned Development Overlay and Zoning Standards. Staff therefore recommends APPROVAL of the petition by Carl Shapiro, for an amendment to an existing Planned Development Overlay to construct an Adult (Age 55+) Community Condominium Complex on Love Avenue on parcel T039 25 consisting of 3 buildings with 6 units each and 3 buildings with 8 units each for a total of 42 units with the following conditions:

1. A water and sewer lay-out plan needs to be submitted and approved by the Utilities Department and Fire Department prior to approval of the Improvement Plan.
2. Calculations for drainage and plans for tie-in into the existing stormwater system will also have to be submitted and approved by the City of Tifton prior to approval of the Final Improvement Plan.
3. The project is proposed with curb and gutter as well as sidewalks on all four sides of the project. Central Avenue and East 26<sup>th</sup> Street are dirt roads in front of the project. The developer is proposing to construct the curb and gutter and sidewalks at his cost along all four sides of the project and on Central Avenue and East 26<sup>th</sup> Street in conjunction with the City's paving of those road sections. The project should be conditioned upon being constructed concurrent with the paving of the portions of Central Avenue from East 26<sup>th</sup> Street to East 28<sup>th</sup> Street and East 26<sup>th</sup> Street from Love Avenue to North Central Avenue.
4. The Fire Department has reviewed the plans and has determined that a fourth fire hydrant will be need to be placed at the northwest corner and that with the addition of this fire hydrant sufficient fire protection will be available to the development.

**ATTACHMENTS:**

**Location Map/ Zoning Map  
Current Land Use Map  
Proposed Conceptual Site Plan**

**Proposed Color Rendering of Site Plan  
Sample Floor Plans  
Draft P&Z Minutes Oct. 9, 2008**

**#4**

**Briefing on the Tourism Team Tour of Tifton**

**Council Member Julie Smith**

**CITY OF TIFTON GEORGIA  
ORDINANCE NO. 2014 - \_**

**AN ORDINANCE OF THE CITY OF TIFTON, GEORGIA TO ADD ARTICLE V TO CHAPTER 22 OF THE CODE OF ORDINANCES REGULATING PEDDLERS, SOLICITORS AND TRANSIENT MERCHANTS; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

The City Council of the City of Tifton hereby ordains that:

**I.**

**AMENDMENT TO CODE OF ORDINANCES**

Chapter 22 of the Code of Ordinances shall be amended by adding Article V to Chapter 22 of the Code of Ordinances titled "Peddlers and Transient Merchants" to include the following Sections 22-160 through 22-180:

**Article V. – Peddlers and Transient Merchants**

**Sec. 22-160. Findings and intent**

**Sec. 22-161. Definitions**

**Sec. 22-162. License required; application**

**Sec. 22-163. Investigation**

**Sec. 22-164. Disqualification**

**Sec. 22-165. Denial**

**Sec. 22-166. Approval; issuance**

**Sec. 22-167. Duration; Required fees prescribed**

**Sec. 22-168. Suspension or revocation**

**Sec. 22-169. Applicability of provisions; exceptions**

**Sec. 22-170. Regulations for solicitors and peddlers; operating on public lands or from vehicle**

**Sec. 22-171. Exemption of disabled or indigent veterans of armed forces**

**Sec. 22-172. Obstruction of street, highway or sidewalk prohibited**

**Sec. 22-173. Unlawful or prohibited activities**

**Sec. 22-174. Violations; enforcement**

**Secs. 22-175-180 Reserved**

**Sec. 22-160. Findings and intent.**

The intent of the city council in enacting this article is to regulate the sale of goods and services by soliciting at residences in the city, to the end that criminal activity in the city and abusive techniques utilized by any such solicitors which adversely affect the public health, safety and welfare in the city will be curtailed. This article is not intended as a de facto prohibition of door-to-door solicitation, nor

is it an attempt to adversely affect interstate commerce. Instead, this article is intended to balance competing interest, reduce criminal activity and protect city residents from abusive sales techniques versus the conduct of proper commercial sales activity.

### **Sec. 22-161. Definitions.**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

***Canvasser, peddler, or solicitor*** means any person who sells or solicits for sale in the city any new or used goods, wares, merchandise, services or other things of value and goes about from place to place within the city selling or offering for sale any of such things to either merchants or customers shall be deemed a peddler or solicitor. Excluded from this definition are persons who sell or solicit for sale goods, wares or merchandise, or other things of value from house to house for charitable organizations or purposes or on behalf of religious organizations, political organizations and political candidates.

***Charitable organization*** means any benevolent, philanthropic, patriotic, or eleemosynary (of, relating to, or supported by charity or alms) corporation, partnership, limited liability company, association, joint-stock company, trust, governmental agency or entity, unincorporated organization or individual who solicits or obtains contributions solicited from, or conducts the sale of merchandise to, the general public, which contributions are used for charitable purposes or governmental purposes.

***Charitable purpose*** means any charitable, benevolent, philanthropic, patriotic, or eleemosynary purpose for religion, health, education, social welfare, arts and humanities, environment, civic or public interest.

***Door-to-door salesperson*** means any person who shall solicit orders on behalf of a firm, corporation, company, association, partnership or individual of any goods, wares or merchandise, or other things of value from house to house shall be deemed a door-to-door salesperson. Any person who obtains orders for merchandise or other things of value shall be deemed a door-to-door salesperson. Excluded from this definition are persons who solicit orders for goods, wares or merchandise, or other things of value from house to house for charitable organizations or purposes or on behalf of religious organizations, political organizations and political candidates.

***Transient Merchant*** means any person, firm, or corporation, as principal or agent, or both, which is not a regular retail or wholesale merchant with a permanent place of business in Tift County, Georgia, but rather one who displays samples, model goods, wares, or merchandise in any lot, building, room, or structure of any kind, whether fixed or mobile, for the purpose of securing orders for the retail sale of such items or items of like kind or quality for immediate or future delivery. The

term "transient merchant" shall not include any person, firm, or corporation which:

- (1) Sells agriculture or forestry products;
- (2) Makes house-to-house or personal calls for the purpose of displaying samples or taking orders for shipment directly from a manufacturer;
- (3) Conducts business at any industry or association trade show; or
- (4) Sells items at a rummage, garage, antique, or similar sale when such person, firm, or corporation is a resident of this state or has a permanent place of business within this state and such sale is not part of the regular business activity of such person, firm, or corporation or when the net proceeds of such sale are to be used for charitable purposes.

**Vehicle** means motorized conveyance fully functioning and moving under its own power. A vehicle shall include a trailer or anything pulled by the vehicle. Vehicles shall not be in excess of 20 feet in length, ten feet in width, and eight feet in height.

**Sec. 22-162. License required; application.**

- (a) All persons, firms, companies, corporations or other entities engaging or offering to engage in business as a canvasser, solicitor, peddler or transient merchant shall file an application in the required form, and obtain a solicitor's license for such activity from the city clerk.
- (b) The application shall include, but not be limited to, the following information:
  - (1) Name, address and telephone number;
  - (2) Date of birth;
  - (3) Social Security number;
  - (4) Copy of photo identification;
  - (5) Name, address and telephone number of the applicant's employer;
  - (6) Name, address and telephone number of the applicant's supervisor;
  - (7) Brief description of products or services to be sold;
  - (8) Location(s) where the goods, merchandise or other property will be offered for sale;
  - (9) Description of motor vehicles to be used by the applicant in conducting the solicitation; and
  - (10) Criminal history.

### **Sec. 22-163. Investigation.**

- (a) A review of criminal history records is required prior to the issuance of a solicitor's license. In addition to a review of criminal history, the applicant must provide the following items:
  - (1) Two forms of positive identification (only official United States Government issued pictured identification accepted; e.g., a valid driver's license, military ID card or valid state ID card).
  - (2) Fingerprints may be required on occasion for positive identification.
- (b) The city shall make an investigation, including, but not limited to, an investigation of the police record and moral character of the applicant. The city clerk shall furnish the application to the police chief. The police chief shall furnish a report to the city clerk of the criminal history record, if any, of the applicant.
- (c) The criminal history record shall be used for investigative purposes only, and shall give rise to no presumption or inference of guilt. Due to the inclusion of criminal history records, these applications shall be regarded as confidential and shall not be produced for public inspection without a court order.

### **Sec. 22-164. Disqualification.**

- (a) No solicitor's license shall be issued to any applicant who provides any false or misleading information in connection with the application for the license required by this article.
- (b) No solicitor's license shall be granted to any person under the age of 18 or who has been convicted, pled guilty or entered a plea of nolo contendere under any federal, state or local law of any crime involving moral turpitude, illegal gambling, any felony, criminal trespass, public indecency, misdemeanor involving any type of sexual related crime, any theft or violence against person or property, any crime of possession or sale, or distribution of illegal drugs, distribution of material depicting nudity or sexual conduct as defined under state law, criminal solicitation to commit any of these listed offenses, or attempts to commit any of these listed offenses, for a period of ten years prior to the date of application for such license and has been released from parole or probation.

### **Sec. 22-165. Denial.**

- (a) If, as a result of the investigation authorized by this article, the applicant's character or business responsibility is found to be unsatisfactory, the police chief shall endorse on such application his disapproval and the reasons for such disapproval, and return the application to the city clerk who will notify the applicant that the application is disapproved and that no license will be issued.

- (b) No application for a solicitor's license shall be received or acted upon if the applicant has submitted the same or similar application for a solicitor's license within the preceding 12 months which was denied.

**Sec. 22-166. Approval; issuance.**

If, as a result of the investigation authorized by this article, the applicant's character and business responsibility are found to be satisfactory, the police chief shall endorse on such application his approval and reasons for such approval, and return the application to the city clerk, who shall, upon payment of regulatory fees as established by resolution of the city council, issue a solicitor's license. A solicitor's license shall contain the name, address, physical description and organizational affiliation of the licensee; a description of the solicitation activity to be engaged in; an expiration date; and the signature and seal of the city clerk. The city clerk shall keep a record of all solicitors' licenses issued.

**Sec. 22-167. Duration; Required fees prescribed**

A solicitor's license shall be issued for up to one month in duration upon payment of the following fees: each registrant shall pay to the city clerk an administration fee of \$75.00 together with a registration fee as follows: one day license- eleven dollars (\$11.00); one week license twenty-two dollars (\$22.00) and one month license fifty-five dollars (\$55.00).

**Sec. 22-168. Suspension or revocation.**

- (a) The license issued to any solicitor charged with any felony, criminal trespass, public indecency, misdemeanor involving any type of sex crime, theft or violence against person or property, criminal solicitation to commit any of these offenses, or violation of this or any other City of Tifton ordinance shall be deemed suspended and subject to seizure from the time of lawful arrest by the police department. Such suspension shall remain in effect until the solicitor is convicted or acquitted, or until the charge is dismissed, "dead-docketed," "nolle prossed," or "no-billed." It shall be the responsibility of the solicitor to present the city clerk with proof that the arrest which lead to the suspension was dismissed, "dead-docketed," "nolle prossed," or "no-billed." Upon representation of proof of such dispositions, the solicitor's license will be reinstated and will be valid until the date of the original expiration.
- (b) The license of any solicitor who is convicted, has entered a plea of guilty, or has received a nolo contendere to a felony, criminal trespass, public indecency, misdemeanor involving any type of sex crime, theft or violence against person or property, or criminal solicitation to commit any of these offenses, shall be deemed revoked and subject to seizure by the chief of police or his designee from the time of such conviction, guilty or nolo contendere sentencing.

- (c) The license of any solicitor who is convicted, has entered a plea of guilty or received a nolo contendere sentencing for any violation of this article shall be deemed revoked and subject to seizure by the chief of police or his designee from the time of such conviction, guilty or nolo contendere sentencing.

**Sec. 22-169. Applicability of provisions; exceptions.**

Except for the regulations set forth in section 22-171, nothing in this article shall apply to the following:

- (1) Officers or employees in the city, county, state or federal governments or the school system, or any subdivisions thereof, when on official business;
- (2) Any local non-profit organization such as boy scouts, civic clubs, religious, charitable, political, or educational organizations and the like, when the membership of such club or organization does the soliciting itself; but it shall apply when the soliciting is done by a paid solicitor or by a solicitor on contract with an individual with only a percentage or portion of any sales or collections to go to the benefit of such non-profit club or organization.
- (3) Any person selling only agricultural or forestry products or selling food for immediate consumption;
- (4) Any person who conducts business at any industry or association trade show;
- (5) Any person selling items at a rummage, garage, antique or similar sale when such person, firm, corporation or other legal entity is a resident of this state or has a permanent place of business within this state and such sale is not part of the regular business activity of such person, firm, corporation or legal entity or when the net proceeds of such sale are to be used for charitable purposes;
- (6) Any person selling such items at a city-sponsored festival or event, provided that such person has obtained the necessary approvals from the city and other regulatory agencies to operate at said festival or event.

**Sec. 22-170. Regulations for solicitors and peddlers; operating on public lands or from vehicle.**

- (a) No person shall stand on or adjacent to a street, road, or highway or on rights-of-way within the city limits for the purpose of soliciting employment, business or contributions from the occupant of any vehicle.
- (b) No person shall locate and/or conduct a business from a mobile vehicle or upon the public sidewalks, streets, alleys, walkways, parks, parking lots, rights-of-way, or other public lands of the city or upon state rights-of-way within the city limits.

- (c) The provisions of the City of Tifton's Land Development Code, pertaining to outside displays, shall be applicable to any solicitor, or peddler.
- (d) No solicitor, peddler, or door-to-door salesperson shall:
  - (1) Call at residences, offices or businesses clearly displaying a sign stating "No Solicitors Or Peddlers Invited," "No Solicitation," or using similar language;
  - (2) Engage in door-to-door soliciting at residences on Sundays or between the hours of 6:00 p.m. and 9:00 a.m.;
  - (3) Enter any private dwelling without the consent of the owner or occupant, or to remain there after being requested or directed to leave;
  - (4) Fail to register and carry or produce for inspection a permit when required under this chapter;
  - (5) Make any false or deceptive statement on any registration hereunder.
- (e) A person who is soliciting or selling on behalf of a non-profit organization shall be required to verify the nonprofit status of such organization.

**Sec. 22-171. Exemption of disabled or indigent veterans of armed forces.**

- (a) Scope of exemption. It shall be lawful for any disabled or indigent veteran of the armed forces, such veteran is defined in O.C.G.A. § 43-12-1, to peddle without obtaining a permit for the privilege of so doing, and a certificate from the probate court of the county stating the fact of his being such disabled or indigent veteran shall be sufficient proof thereof; provided, that this section shall not authorize peddling ardent spirits. The privileges hereby granted shall not be transferred to or used by any other person.
- (b) Effect of exemption. All such persons are authorized to peddle in the city without first obtaining a license therefore from the city and without being subject to any tax therefore.
- (c) Affidavit required. Before any such person shall avail himself of the privilege conferred by this section, he shall go before the judge of the probate court of the county and make oath in writing that he served as a soldier and that the business which he proposes to carry on (stating what he proposes to peddle) is his own, and that he will not sell or offer to sell any article for another, directly or indirectly.
- (d) Issuance of certificate. Upon making and filing the affidavit provided for in subsection (a), the judge of the probate court shall issue a certificate stating that such person has taken the oath prescribed, which certificate shall authorize such person making such affidavit and holding such certificate to peddle in the city without procuring a license or being subject to any tax therefore.

**Sec. 22-172. Obstruction of street, highway or sidewalk prohibited.**

No canvasser, solicitor, peddler or transient merchant authorized to engage in any business in the city shall, in carrying on such business, obstruct the whole or any part of any sidewalk, street or highway of the city, and any such person peddling in the city or using the streets or sidewalks in the city for the purpose of selling or offering for sale any goods, wares, medicines or merchandise of any kind, shall continually move from place to place in the city, and shall not in the conduct or carrying on of such business obstruct the whole or any part of any sidewalk, street, or highway in the city.

**Sec. 22-173. Unlawful or prohibited activities.**

The following are prohibited practices for solicitors and any violation shall constitute grounds for suspension, revocation or denial of renewal of license, and/or arrest:

- (1) Solicit on Sunday, or between the hours 6:00 p.m. and 9:00 a.m. Monday through Saturday.
- (2) Solicit at any location where a sign is posted at or near the main entrance or driveway to the residence or business prohibiting such activity.
- (3) Using any entrance, or part of the building, other than the main entrance to the residence or business.
- (4) Entering a residence except at the express invitation of the occupant.
- (5) Failure of the solicitor to inform the occupant in plain terms of the solicitor's identity and the purpose of the call.
- (6) Making more than one solicitation call at the same location within any consecutive 14-day period, unless invited back by the occupant.
- (7) The solicitor to represent that they are participating in any contest, game or other competitive endeavor, or that they are offering the occupant an opportunity to participate in any such contest, game or endeavor.
- (8) The solicitor to use vulgar, insulting or threatening language in the course of any solicitation.
- (9) The solicitor to remain upon the property of the residence or business after the occupant has verbally indicated that they do not wish to make a purchase. For the purpose of this article, a solicitation shall be deemed to continue until the solicitor has left the property of the residence or business.
- (10) Soliciting anyone under the age of 18 years.
- (11) Failure of solicitor to have a valid license or refuse any person's request to examine same.

- (12) For more than two solicitors to engage in solicitation upon any residence or business at the same time for the same goods or services.
- (13) Solicitor to violate any of the provisions of this article, or to violate any other city ordinance while engaging in any solicitation activity.
- (14) Solicitor to lend, rent or sell their license to another, or to solicit using the license of another.
- (15) Solicitor to alter or deface their license or the license of another.

**Sec. 22-174. Violations; enforcement.**

Any violations of the provisions in this chapter shall subject the license or permit to revocation. In addition, any person violating this chapter shall be punished as provided in section 1-11. The provisions of this chapter may be enforced by the city police department or the city code enforcement staff.

**Secs. 22-175—22-180. Reserved.**

**II.**

**GENERAL REPEALER**

To the extent that any other ordinance, portion of an ordinance or resolution of the City of Tifton now in effect is inconsistent with the provisions hereof, the same are repealed.

**III.**

**EFFECTIVE DATE**

The effective date of this ordinance shall be the date of adoption hereof.

Read and passed on first reading and adopted at a meeting of the City Council of the City of Tifton held on the 8th day of September, 2014.

---

J.G. "Jamie" Cater, JR.  
*Mayor*

Approved as to Form:

---

Robert C. Wilmot  
*City Attorney*

Attest:

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Rona Martin  
*City Clerk*

#6

Discussion of Alcoholic Beverage License for Santos Lounge

Rob Wilmot

**TIFTON CITY COUNCIL AGENDA ITEM**



TO: Tifton City Council  
FROM: Rona Martin, City Clerk  
DATE: 08/20/2014  
DEPARTMENT: City Clerk's Office

DATE: 08/21//2014  
Workshop Meeting (X)  
Regular Meeting ( )  
Called Meeting ( )

SUBJECT: Alcoholic Beverage License  
Neighborhood Restaurant Partners Florida Two, LLC aka Applebee's Neighborhood Grill & Bar #9396

**EXECUTIVE SUMMARY**

Applebee's Neighborhood Grill & Bar #9396, located at 808 W. 7<sup>th</sup> Street, is under new management, and requests an amended alcoholic beverage license for sale of malt, beer, and distilled spirits consumption on premises. A background check was done on Corey Williams which revealed no violation relevant to the license request.

**PROPOSED ACTION**

Staff recommends approval of the alcoholic beverage license and resolution

**SUPPORTING INFORMATION**

**Background Information**

See attached

**Financial Implications**

Cost of the application fee and license is a total of \$100.

**Pros and/or Cons**

n/a

**Implementation**

License will be issued after council approval

CITY OF TIFTON, GEORGIA  
RESOLUTION NO. 2014-\_\_\_\_\_  
[Issuance of Amended Alcoholic Beverage License]

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TIFTON, GEORGIA, WITH RESPECT TO ISSUANCE OF AN ALCOHOLIC BEVERAGE LICENSE BY THE CITY OF TIFTON, GEORGIA, TO **NEIGHBORHOOD RESTAURANT PARTNERS FLORIDA TWO, LLC AKA APPLEBEE'S NEIGHBORHOOD GRILL & BAR #9396** [APPLICANT] FOR PREMISES LOCATED AT **808 WEST 7TH STREET**.

WHEREAS, it appears that the above referenced applicant has submitted a new application for the following described alcoholic beverage license for the above referenced location; and

WHEREAS, it appears to the satisfaction of the City Council, based upon said application and the investigation of city officials relative thereto, that the said applicant and location meet the requirements for the issuance of the alcoholic beverage license applied for, subject to compliance by said applicant with the provisions of Chapter 6 of the Code of Ordinances of the City of Tifton.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TIFTON, GEORGIA, THAT:

-1-

The following described alcoholic beverage license application be and the same hereby is, granted [subject to the provisions of Chapter 6 of the Code of Ordinances of the City of Tifton and subject to compliance by the applicant as of the time of issuance thereof, as well as subsequent thereto, in all respects with the provisions, conditions, and requirements of Chapter 6 of the Code of Ordinances of the City of Tifton, Georgia]:

Alcoholic Beverage License Application No.: (04995)  
Applicant Name: APPLEBEE'S NEIGHBORHOOD GRILL & BAR #9396  
Business Location: 808 WEST 7<sup>TH</sup> STREET  
Type of License: MALT BEVERAGE COMSUMPTION RETAIL  
Type of License: WINE CONSUMPTION RETAIL  
Type of License: DISTILLED SPIRITS CONSUMPTION RETAIL

Time Period of License: **2014**

-2-

The City Clerk issue to said applicant, upon compliance by said applicant with the provisions of Chapter 6 of the Code of Ordinances of the City of Tifton and the payment of all fees relative thereto, an alcoholic beverage license as applied for in the Code of Ordinances of the City of Tifton.

Read and passed at a meeting of the City Council of the City of Tifton, Georgia, held on August 4, 2014.

Attest:

\_\_\_\_\_  
Rona Martin,  
Clerk of the City of Tifton

\_\_\_\_\_  
J.G. "Jamie" Cater Jr.,  
Mayor of the City of Tifton



**City Clerk's Office - Business Licensing Division**  
 204 N. Ridge Avenue - P.O. Box 229 - Tifton, GA 31793-0229  
 (229) 382-6231 - Fax (229) 391-3990  
 Website: <http://www.tifton.net> Email: [cityclerk@tifton.net](mailto:cityclerk@tifton.net)

**ALCOHOLIC BEVERAGE INFORMATION SHEET**

Application: New ( ) Renewal ( )

Amended:  Reason: Change of Manager/Licensee

Business Name: Neighborhood Restaurant Partners Florida Two, LLC dba Applebees # 9396

Licensee Name: \_\_\_\_\_

Business Location: 808 7th Street West, Tifton, GA 31794

Owner/Manager's Name: Neighborhood Restaurant Partners Florida Two, LLC

**Type of License**

- Malt Beverage Package Retail
- Malt Beverage Consumption Retail
- Distilled Spirits Consumption Retail
- Wine Package Retail
- Wine Consumption Retail

Business Mailing Address 1455 Lincoln Parkway, #430

City Atlanta State GA Zip Code 30346

Telephone Number (770) 623.0360

**This Information Sheet is on:**

Signature Cory Dorian W. Williams Date 7/8/2014

Owner ( ) Manager ()

**CITY USE ONLY**

Criminal History Record No Record ( ) See Attachment ( )

The information submitted in the application has been investigated and/or reviewed by me and I recommend:

Reasons For Denial: \_\_\_\_\_

**Signatures For Approval**

Chief of Police D. Dorsdy Approval () Denied ( ) Date JUL 10 2014

City Clerk Rona Martin Approval () Denied ( ) Date 7/9/14

City Manager Randy P. Benn Approval () Denied ( ) Date 7-9-14



City of Tifton, Georgia  
Criminal History Record  
Consent Form

I hereby give the City of Tifton CONTINUING permission and authority to receive any criminal history record information pertaining to me, which may be in the files of the City, Tift County, the State of Georgia, or of the United States. [See Section 6-66, Paragraph 17, Subsections (2) (3) and (4) of the Code of Ordinances.]

In the event of the termination of my association with the business with which this document is part of, my consent will automatically be rescinded.

CERTIFIED COPY OF  
THE TIFTON POLICE DEPARTMENT

Applebee's Neighborhood Grill + Bar  
Business Name

Corey Dorian Williams  
Full Name Printed

SEE Attached  
Records Department  
E-Card  
7/8/14

[Redacted]  
Home Address

Thomasville, Georgia 31757  
City State Zip

229. 551. 9743  
Home Telephone Number

Male  
Sex

B  
Race

[Redacted]  
DOB

SSN

Corey Dorian Williams  
Signature

Amy K. Tatum  
Notary

7/8/2014  
Date

**AMY K. TATUM**  
NOTARY PUBLIC  
Tift County  
State of Georgia  
My Comm. Expires Jan. 04, 2016

Georgia Crime Information Center  
3121 Panthersville Road  
Decatur, GA 30037  
(404) 244-2639

\*\*\*\*\* CRIMINAL HISTORY RECORD \*\*\*\*\*

Produced on 2014-07-08

\*\*\*\*\* Introduction \*\*\*\*\*

This rap sheet was produced in response to the following request:

FBI Number 195095RA1  
State Id Number GA1894866H (GA)  
ARN CITY OF TIFTON  
Purpose Code E  
Attention MARTIN/EA

The information in this rap sheet is subject to the following caveats:

\*\*THIS RESPONSE IS BEING PRODUCED FOR YOUR REQUEST SENT: 2014-07-08  
(GA; 2007-08-11)

Important! Criminal history record information is obtained one of two ways: 1) by conducting an inquiry using personal identifiers such as name and date of birth (name search), or 2) by submitting fingerprint cards to the Georgia Crime Information Center (GCIC). When conducting a name search for criminal history record information, there is a possibility that the information returned belongs to a different person with the same, or similar, identifiers. In this case, a positive match of the person whose criminal history record is sought requires submission of fingerprint cards to GCIC. When conducting a fingerprint search for criminal history record information, the information returned does, in fact, belong to the individual. In this case, conducting a name search using the individual's personal identifiers would be the same information. (GA; 2007-08-11)

When the information contained in a criminal history report causes an adverse employment or licensing decision the individual, business or agency making the decision must inform the applicant of all information pertinent to the decision. The disclosure must include information that a criminal history record check was conducted, the specific contents of the record and the effect the record had upon the decision. Failure to provide all such information to the person subject to the adverse decision is a misdemeanor offense under Georgia law. Additionally, any unauthorized dissemination of this record or information herein also violates Georgia law. The plea of nolo contendere may be considered a conviction for some purposes: however, except as otherwise provided by law, it shall not be used against the defendant in any other court as a



conviction or admission of guilt or for the purpose of effecting any civil disqualification of the defendant to hold public office, to vote, to serve upon any jury, or any other civil disqualification imposed upon a person convicted of any offense under the laws of this state. (GA; 2007-08-11)

In the event that identifiers are not clearly associated to a specific cycle, the information is most likely non-fingerprint based information received from the Department of Corrections at the time of release from incarceration. (GA; 2007-08-11)

\*\*\*\*\* IDENTIFICATION \*\*\*\*\*

Subject Name(s)

WILLIAMS, COREY DARIAN (2007-08-08)

Subject Description

FBI Number State Id Number  
195095RA1 GA1894866H



Sex Race  
Male (1992-08-17) Black (1992-08-17)

Height Weight  
5'06" (1992-08-17) 160 (1992-08-17)  
(2007-08-08)



Hair Color Eye Color  
Black (1992-08-17) Brown (1992-08-17)

Place of Birth  
GEORGIA (1992-08-17)

III Record SSO

\*\*\*\*\* CRIMINAL HISTORY \*\*\*\*\*

=====  
Offender Tracking Number (OTN) 00045293581 (Cycle 1 of 1) =====  
Earliest Event Date 00045293581  
Offense Date 1992-08-17  
Arrest SRF 1992-08-17  
Judicial SRF 43740779  
66620926,66620926

-----  
Arrest (Cycle 1)  
Arrest Date 1992-08-17

Case Number 15238  
Arresting Agency GAGBI0000 GBI HEADQUARTERS  
Subject's Name WILLIAMS, COREY DARIAN  
Arrest Type Adult

Charge  
Charge Tracking Number 00045293581-1  
Charge Literal VIOLATION OF OATH BY PUBLIC OFFICER  
Statute 16-10-1; GA  
State Offense Code 5190  
Severity Felony

Charge  
Charge Tracking Number 00045293581-2  
Charge Literal SIMPLE BATTERY  
Statute 16-5-23; GA  
State Offense Code 1379  
Severity Misdemeanor

---

Court Disposition (Cycle 1)  
Case Number 92CR420  
Court Agency GA136015A  
Subject's Name WILLIAMS, COREY DARIAN

Charge  
Charge Tracking Number 00045293581-1  
Charge Literal VIOLATION OF OATH BY PUBLIC OFFICER  
Statute 16-10-1; GA  
State Offense Code 5190  
Severity Felony  
Disposition NO BILL (1992-11-20; Other)

Charge  
Charge Tracking Number 00045293581-2  
Charge Literal SIMPLE BATTERY  
Statute 16-5-23; GA  
State Offense Code 1379  
Severity Misdemeanor  
Disposition NO BILL (1992-11-20; Other)

\*\*\*\*\* INDEX OF AGENCIES \*\*\*\*\*

Agency THOMAS COUNTY DISTRICT ATTORNEY; GA136015A;  
PROSECUTOR  
Address PO BOX 2596  
THOMASVILLE, GA 317990000

---

Agency GBI HEADQUARTERS; GAGBI0000;  
GEORGIA CRIME INFORMATION CENTER  
Address PO BOX 370808  
DECATUR, GA 30037-0808

\* \* \* END OF RECORD \* \* \*

**TIFTON CITY COUNCIL AGENDA ITEM**



TO: Tifton City Council

FROM: Rona Martin, City Clerk

DATE: 08/20/2014

DEPARTMENT: City Clerk's Office

SUBJECT: Alcoholic Beverage License  
Red Lobster Restaurants, LLC dba Red Lobster #0739

DATE: 08/21//2014  
Workshop Meeting (X)  
Regular Meeting ( )  
Called Meeting ( )

---

**EXECUTIVE SUMMARY**

Red Lobster Restaurants, LLC dba Red Lobster #0739 is under new ownership, and requests an alcoholic beverage license for sale of malt, beer, and distilled spirits consumption on premises. Linda Raburn is continuing as the manager. A background check was been done during the seasonal renewal period which revealed no violations.

**PROPOSED ACTION**

Staff recommends approval of the alcoholic beverage license and resolution

**SUPPORTING INFORMATION**

**Background Information**

See attached

**Financial Implications**

Cost of the application fee and license is a total of \$2100.

**Pros and/or Cons**

n/a

**Implementation**

License will be issued after council approval

CITY OF TIFTON, GEORGIA  
RESOLUTION NO. 2014-\_\_\_\_  
[Issuance of New Alcoholic Beverage License]

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TIFTON, GEORGIA, WITH RESPECT TO ISSUANCE OF AN ALCOHOLIC BEVERAGE LICENSE BY THE CITY OF TIFTON, GEORGIA, TO **RED LOBSTER RESTAURANTS, LLC dba RED LOBSTER #0739** [APPLICANT] FOR PREMISES LOCATED AT **101 S. VIRGINIA AVENUE**.

WHEREAS, it appears that the above referenced applicant has submitted a new application for the following described alcoholic beverage license for the above referenced location; and

WHEREAS, it appears to the satisfaction of the City Council, based upon said application and the investigation of city officials relative thereto, that the said applicant and location meet the requirements for the issuance of the alcoholic beverage license applied for, subject to compliance by said applicant with the provisions of Chapter 6 of the Code of Ordinances of the City of Tifton.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TIFTON, GEORGIA, THAT:

-1-

The following described alcoholic beverage license application be and the same hereby is, granted [subject to the provisions of Chapter 6 of the Code of Ordinances of the City of Tifton and subject to compliance by the applicant as of the time of issuance thereof, as well as subsequent thereto, in all respects with the provisions, conditions, and requirements of Chapter 6 of the Code of Ordinances of the City of Tifton, Georgia]:

Alcoholic Beverage License Application No.: (05576)  
Applicant Name: RED LOBSTER RESTAURANTS, LLC  
Business Location: 101 S. VIRGINIA AVENUE  
Type of License: MALT BEVERAGE CONSUMPTION RETAIL  
Type of License: WINE CONSUMPTION RETAIL  
Type of License: DISTILLED SPIRITS CONSUMPTION RETAIL

Time Period of License: **2014**

-2-

The City Clerk issue to said applicant, upon compliance by said applicant with the provisions of Chapter 6 of the Code of Ordinances of the City of Tifton and the payment of all fees relative thereto, an alcoholic beverage license as applied for in the Code of Ordinances of the City of Tifton.

Read and passed at a meeting of the City Council of the City of Tifton, Georgia, held on September 8, 2014.

Attest:

---

Rona Martin,  
Clerk of the City of Tifton

---

J.G. "Jamie" Cater Jr.,  
Mayor of the City of Tifton



**City Clerk's Office - Business Licensing Division**  
 204 N. Ridge Avenue - P.O. Box 229 - Tifton, GA 31793-0229  
 (229) 382-6231 - Fax (229) 391-3990  
 Website: <http://www.tifton.net> Email: [cityclerk@tifton.net](mailto:cityclerk@tifton.net)

**ALCOHOLIC BEVERAGE INFORMATION SHEET**

Application: New ( ) Renewal (✓)

Amended: \_\_\_\_\_ Reason: \_\_\_\_\_

Business Name: Red Lobster # 0739

Licensee Name: GMRI, Inc.

Business Location: 101 S. Virginia Avenue, Tifton, GA 31794

Owner/Manager's Name: Linda L. Raborn

**Type of License**

- Malt Beverage Package Retail
- Malt Beverage Consumption Retail
- Distilled Spirits Consumption Retail
- Wine Package Retail
- Wine Consumption Retail

Business Mailing Address Attn: Licensing P.O. Box 695016

City Orlando State FL Zip Code 32869

Telephone Number (407) 245-5378

GMRI, Inc. This Information Sheet is on:

Signature by: [Signature] Date 10/15/13

Owner (✓) Colleen M. Hunter, Assistant Secretary  
 Manager ( )

**CITY USE ONLY**

Criminal History Record No Record ( ) See Attachment ( )

The information submitted in the application has been investigated and/or reviewed by me and I recommend:

Reasons For Denial: \_\_\_\_\_

**Signatures For Approval**

Chief of Police [Signature] Approval (✓) Denied ( ) Date OCT 29 2013

Rona Martin City Clerk [Signature] Approval (✓) Denied ( ) Date 10/1/13

City Manager [Signature] Approval (✓) Denied ( ) Date 11-1-13



City of Tifton, Georgia  
Criminal History Record  
Consent Form

I hereby give the City of Tifton CONTINUING permission and authority to receive any criminal history record information pertaining to me, which may be in the files of the City, Tift County, the State of Georgia, or of the United States. [See Section 6-66, Paragraph 17, Subsections (2) (3) and (4) of the Code of Ordinances.]

In the event of the termination of my association with the business with which this document is part of, my consent will automatically be rescinded.

Red Lobster #0739

Business Name

Linda L. Raburn

Full Name Printed

[Redacted]

Home Address

Sparks

GA

31647

City

State

Zip

229-386-1538

Home Telephone Number

[Redacted]

DOB

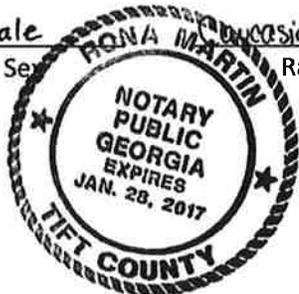
SSN

Female

Sex

Caucasian

Race



Rona Martin

Notary

Linda Raburn

Signature

Linda L. Raburn

10/24/13

Date

CERTIFIED COPY OF  
THE TIFTON POLICE DEPARTMENT

Candi Jenice  
Records Rep. 10-28-13

"No Record"

**STATE OF GEORGIA  
COUNTY OF TIFT  
CITY OF TIFTON**

**CITY OF TIFTON  
RESOLUTION NO. 2014-\_\_\_\_\_**

**[Acceptance of Quit Claim Deed from the Downtown Development Authority of the City of Tifton, Georgia]**

**A RESOLUTION OF THE CITY OF TIFTON, GEORGIA, ACCEPTING A QUIT CLAIM DEED FOR PROPERTY DIRECTLY NORTHWEST OF THE TIFT THEATRE TO BE USED FOR \_\_\_\_\_ ; TO PROVIDE FOR AN EFFECTIVE DATE; AND, FOR OTHER PURPOSES.**

**WHEREAS**, The Downtown Development Authority of the City of Tifton, Georgia wishes to convey to the City of Tifton via Quit Claim Deed, all of its interest in a tract or parcel of land being a portion of the north 25 feet of Lot 2 in Block 12, located in Land Lot 309, of the 6<sup>th</sup> Land District, Tift County, Georgia; and

**WHEREAS**, the City Council of the City of Tifton, Georgia wishes to accept such property, and is the same property described in the Deed of Gift from Young Nam Lee to the Downtown Development Authority of the City of Tifton dated July 26, 1989, recorded in Deed Book 354, page 181, public records, Tift County, Georgia.

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and City Council of the City of Tifton, pursuant to their authority, do hereby accept the portion of the parcel as described above and attached as Exhibit "A" of the resolution.

**RESOLVED** by the City Council of the City of Tifton at a meeting held on September 8, 2014.

APPROVED:

ATTEST:

\_\_\_\_\_  
J.G. "Jamie" Cater, Jr.  
City Mayor

\_\_\_\_\_  
Rona Martin  
City Clerk

Return to:  
Rigdon & VanOrman, LLC  
P.O. Box 7666  
Tifton, GA 31793

## QUIT CLAIM DEED

GEORGIA, TIFT COUNTY.

This Indenture made this 20<sup>nd</sup> day of July, 2014, between **DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF TIFTON, GEORGIA, a political subdivision of the State of Georgia**, as the first party, and **CITY OF TIFTON, a Georgia municipal corporation**, as the second party, witnesseth:

For and in consideration of the sum of One Dollar and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the first parties do hereby remise, release and quit claim unto the said second party, its successors and assigns, all of its interest and title in and to the following described property:

All that tract or parcel of land being a portion of the north 25 feet of Lot 2 in Block 12, located in Land Lot 309 of the 6<sup>th</sup> Land District, Tift County, Georgia, and in the City of Tifton, and being designated as Tract 2 as shown upon that certain plat of survey entitled "Survey for Young Nam Lee" prepared by Gibbs and Harper Surveying Co., Registered Land Surveyors, dated July 14, 1989, recorded in Plat Book 19, page 174, public records, Tift County, Georgia, and incorporated herein by reference. Such tract is more fully described as follows: to obtain the point of beginning, commence at the intersection of the south right of way line of Third Street with the west right of way line of Main Street; thence south 18 degrees 00 minutes east 100.00 feet; thence south 71 degrees 44 minutes west 150 feet to the east right of way line of a 20 foot alley; thence along the east right of way line of said alley south 18 degrees 00 minutes east 10.00 feet to the point of beginning; **thence from such beginning point**, run north 71 degrees 44 minutes east 25.00 feet (this call was mistakenly shown as north 18 degrees 00 minutes east on the above-referenced plat); thence run south 18 degrees 00 minutes east 15.00 feet to the centerline of a party wall; thence along the centerline of said party wall south 71 degrees 44 minutes west 25.00 feet to the east right of way line of the above-referenced alley; thence along the east right of

way line of said alley north 18 degrees 00 minutes west 15.00 feet to the point of beginning.

This is the same property described in the Deed of Gift from Young Nam Lee to Downtown Development Authority of City of Tifton dated July 26, 1989, recorded in Deed Book 354, page 181, public records, Tift County, Georgia.

With all rights, members, and appurtenances to the said premises anywise appertaining or belonging.

To have and to hold the said premises to the said party of the second part, so that neither the said party of the first part nor its successors or assigns nor any other person or persons claiming under it shall at any time by any means, or ways, have claim or demand any right or title to the aforesaid premises or its appurtenances, or any right thereof.

IN WITNESS WHEREOF, the first party has hereunto set its hand and affixed its seal, the day and year first above written.

DOWNTOWN DEVELOPMENT AUTHORITY OF  
THE CITY OF TIFTON

By:

*[Signature]*, Chair. DDA  
LS

Attest:

*[Signature]* H. Lane Vice Chair DDA

Signed, sealed and delivered  
this 22 day of July, 2014,  
in the presence of:



*[Signature]*  
Unofficial Witness

*[Signature]*  
Notary Public

My Commission Expires:

DEED OF GIFT

VOL 0354 PAGE 181

GEORGIA, TIFT COUNTY.

This indenture made on this 26th day of July, 1989, by and between Young Nam Lee of Tift County, Georgia, as "Grantor" and the Downtown Development Authority of City of Tifton, Georgia, a political subdivision of the State of Georgia as "Grantee",

W I T N E S S E T H:

For and in consideration of the desire of the Grantor to promote the public purposes of the Grantee and in order to document the gift by Grantor to the Grantee of the following described property; the Grantor hereby grants, conveys and delivers unto the Grantee, the following described property:

All that tract or parcel of land being a portion of the North 25 feet of Lot 2 in Block 12, located in Land Lot 309 of the 6th Land District, City of Tifton, Tift County, Georgia, and being designated as Tract 2 as shown upon that certain plat of survey entitled "Survey for Young Nam Lee", prepared by Gibbs and Harper Surveying Co., Registered Land Surveyors, dated July 14, 1989, recorded in Plat Book 19, page 174, Tift County, Georgia records, being more particularly described as follows:

RECEIVED  
TIFT COUNTY  
CLERK'S OFFICE  
1989 JUL 28 PM 4:46

To obtain the point of beginning, commence at the intersection of the South right of way line of Third Street with the West right of way line of Main Street; thence South 18° 00' East 100.00 feet; thence South 71° 44' West 150.00 feet to the East right of way line of a 20-foot alley; thence along the East right of way line of said alley South 18° 00' East 10.00 feet TO THE POINT OF BEGINNING; thence North 18° 00' East 25.00 feet; thence South 18° 00' East 15.00 feet to the centerline of a party wall; thence along the centerline of said party wall South 71° 44' West 25.00 feet to the East right of way line of the above-referenced alley; thence along the East right of way line of said alley North 18° 00' West 15.00 feet to the point of beginning.

N-Pl

To have and to hold the said premises, together with all and singular rights, members, improvements and appurtenances thereunto belonging or in anywise appertaining, unto the Grantee and the successors and assigns of the Grantee absolutely and in fee simple.

In witness whereof, the Grantor has hereunto set his hand and affixed his seal and delivered these presents on the day and year first above stated.

Signed, sealed and delivered in the presence of:

*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_

NOTARY PUBLIC  
GEORGIA, TIFT COUNTY  
My Commission Expires: 2/1/91  
Notary Execution Date: 7/26/89

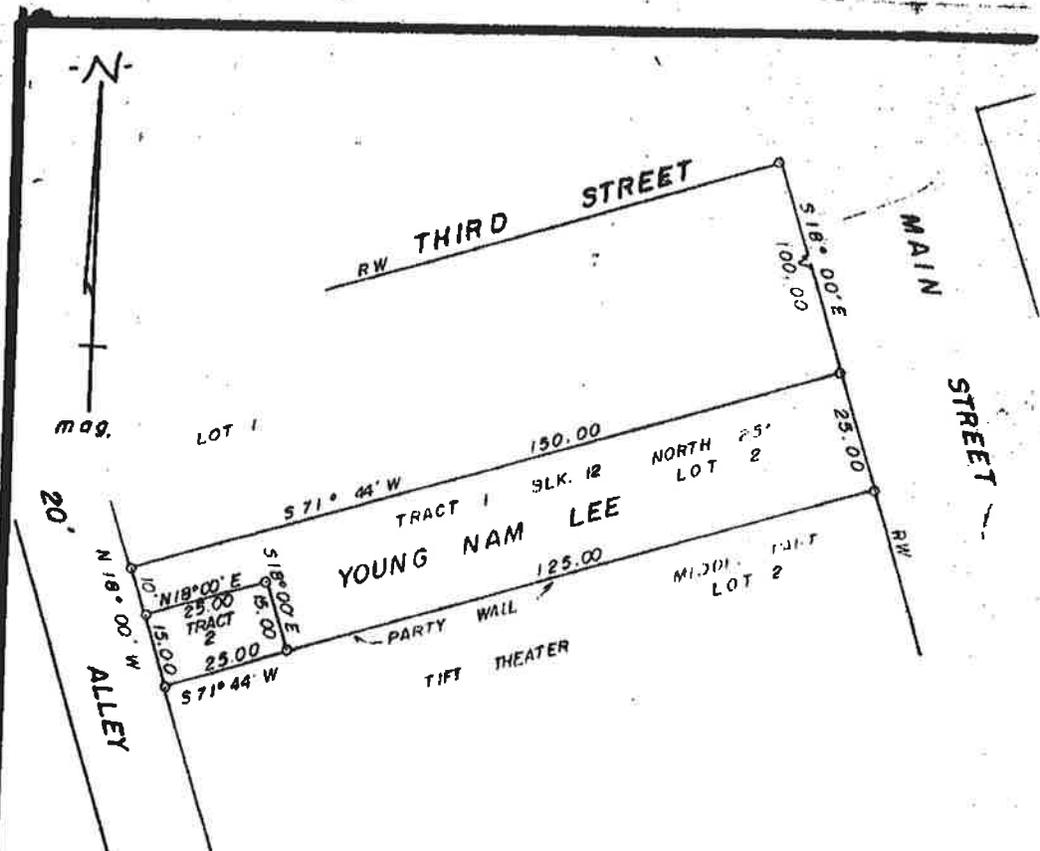
[NOTARY SEAL]

*Young Nam Lee*  
\_\_\_\_\_  
YOUNG NAM LEE LS

Tift County, Georgia  
Real Estate Transfer Tax  
Paid \$ \_\_\_\_\_  
Date 7/28/89  
*[Signature]*  
Clerk of Superior Court

NEW T044 047

OLD T052 056 A



SURVEY FOR:  
 YOUNG NAM LEE  
 PART OF LOT 2 BLK. 12  
 CITY OF TIFTON  
 TIFT CO., GA.  
 SCALE: 1=30'  
 DATE: 7-14-1989  
 REVS. DATE: 7-25-1989



I CERTIFY THAT THIS IS A CORRECT  
 AND TRUE COPY OF THE LAND PLATT AS THE  
 SAME IS BY ME DRAWN IN ACCORDANCE WITH THE  
 REQUIREMENTS OF THE GEORGIA SURVEYING ACT.

GIBBS & HARPER  
 SURVEYING CO.  
 TIFTON GA.

Recorded July 31, 1989