

BOARD OF COUNTY COMMISSIONERS

Eric Maxwell, Chairman
Randy Ognio, Vice Chairman
Steve Brown
Charles W. Oddo
Charles D. Rousseau

FAYETTE COUNTY, GEORGIA

Steve Rapson, County Administrator
Dennis A. Davenport, County Attorney
Tameca P. White, County Clerk



140 Stonewall Avenue West
Public Meeting Room
Fayetteville, GA 30214

AGENDA

January 12, 2017
7:00 p.m.

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

Call to Order
Invocation by Commissioner Steve Brown
Pledge of Allegiance

Acceptance of Agenda

PROCLAMATION/RECOGNITION:

1. Proclamation honoring the 50th Anniversary of the Fayette Chamber of Commerce. (pages 3-2)

PUBLIC HEARING:

2. Consideration of Petition TA-001-16, Rebecca Tate, Petitioner, to amend Article V, Section 110-169 (d), Animal hospital, kennel, and/or veterinary clinic to reduce the 300 foot setback for all structures, pens, runs, or enclosures from any A-R or residential zoning district to 100 feet. (pages 5-27)

CONSENT AGENDA:

3. Approval of authorization to sign checks combining any of the following two signatures for transactions at or above \$5,000.00: Chairman, Vice-Chairman, County Administrator. (intentionally not numbered)
4. Approval of authorization to sign checks for transactions in the amount of \$4,999.99 or less: Chairman, Vice-Chairman, County Administrator. (intentionally not numbered)
5. Approval of the Chairman, Vice-Chairman, and the County Administrator to execute contracts, resolutions, agreements, or other documents approved by and on behalf of the Board of Commissioners. (intentionally not numbered)
6. Approval of the Public Arts Committee's request for Concept Approval to develop art for the Fayette County Animal Shelter exterior and interior spaces in addition to developing art programs and events to showcase art while increasing awareness and visitors to the Shelter. (pages 28-29)
7. Approval of the draft contract between the Georgia Department of Transportation and Fayette County for the SR 74 Corridor Study (GDOT PI # 0015076 / ARC Project No. FA-357). (pages 30-65)
8. Approval of the 2017 Water Committee's meeting schedule. (pages 66-67)

9. Approval of the January 5, 2017 Special Called Organizational Meeting Minutes. (page 68)
10. Approval of the January 6, 2017 Special Called 2017 Special Purpose Local Option Sales Tax (SPLOST) Meeting Minutes. (page 69)

OLD BUSINESS:

NEW BUSINESS:

11. Consideration of a recommendation of the Selection Committee comprised of Commissioner David Barlow and Commissioner Charles Rousseau to re-appoint Sam Burch to the Board of Assessor position to serve a term beginning January 1, 2017 and expiring December 21, 2022. (pages 70-73)
12. General information and discussion of the proposed 2017 Special Purpose Local Option Sales Tax projects in the unincorporated county including information on the education and outreach plans. (pages 74-75)
13. Consideration of staff's recommendation to approve Contract #1232-N with AT&T for MegaLink telecommunication circuits, totaling \$131,196.00 over the next 29 months. (pages 76-77)
14. Consideration of the Water Systems' request to upgrade its water bill remittance processor system by issuance of a sole source contract with the single provider of the complete system, Creditron, in the amount of \$91,090.00 and to issue an annual maintenance agreement with Opex after the 30-day equipment warranty period in the amount of \$9,480.90 for a total of \$100,570.90. (pages 78-84)
15. Consideration of the County Attorney's recommendation to approve an amended agreement between Fayette County and the Town of Woolsey for municipal court services. (pages 85-93)
16. Consideration of the County Attorney's recommendation to approve the disposition of tax refunds, as requested by Mercedes Perera, in the aggregate amount of \$1,765.34 for years 2015 and 2016. (pages 94-99)
17. Consideration of Resolution 2017-01: Resolution of the Fayette County Commissioners Pledge to Citizens and County Staff on Core Values and Beliefs. (pages 100-101)
18. Consideration of Commissioner Steve Brown's recommendation to approve Resolution 2017-02 to request that the General Assembly amend O.C.G.A. 52-7-8.3 to permit a person 10 through 12 years of age to operate a personal watercraft or Class A vessel on any of the waters of this state provided that such person is accompanied by, and under the direct supervision of, a certified instructor. (pages 102-106)

PUBLIC COMMENT:

ADMINISTRATOR'S REPORTS:

ATTORNEY'S REPORTS:

COMMISSIONERS' REPORTS:

EXECUTIVE SESSION:

ADJOURNMENT:

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

COUNTY AGENDA REQUEST

Page 3 of 107

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Proclamation honoring the 50th Anniversary of the Fayette Chamber of Commerce.

Background/History/Details:

The Fayette Chamber was founded in 1967 and is celebrating 50 years of service to the Fayette community.

Fayette Chamber of Commerce's mission is to promote business and enhance economic and community development through leadership, service and advocacy for Fayette County.

The Chamber represents approximately 800 members, businesses and organizations in Fayette County and the region. The Chamber promotes strong business advocacy, leadership, networking and education that encourage partnerships between business and community. (Source: <http://www.fayettechamber.org/vision/mission>)

What action are you seeking from the Board of Commissioners?

Proclamation honoring the 50th Anniversary of the Fayette Chamber of Commerce.

If this item requires funding, please describe:

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

Proclamation

FAYETTE COUNTY, GEORGIA

Fayette Chamber of Commerce 50th Anniversary

- Whereas,** In 1966, members of the Fayette County Jaycees, including Crawford Bailey, Huie L. Bray, David Carnes, James K. Connor, Toby Cooper, Edward Davis, Floy Farr, Claude Goza, A. Hewlette Harrell, Ray Hensley, H. Crawford Hewell, Samuel L. Jones, Eric Lee, Derrel Martin, C. J. Mowell Jr., Neal Nunnally, Clarence Stanley, and J.M. Vickery identified the need for a Chamber of Commerce in Fayette County, Georgia;
- Whereas,** On January 12, 1967, Fayette County received a charter to create a Chamber of Commerce for the purpose of improving the county's tax base and encouraging new business and industry to locate in Fayette County;
- Whereas,** Hardworking, civic-minded business and community leaders have steered the Fayette Chamber since its inception;
- Whereas,** The Fayette Chamber of Commerce has been instrumental in developing community assets, including Piedmont Fayette Hospital which created hundreds of jobs in its 20 years and accessible health service for people in the community and region;
- Whereas,** The Fayette Chamber of Commerce has been instrumental in leading community initiatives, including Fayette Visioning, where collaborative and inclusive leadership come together to elevate education, prosperity, employment opportunities and quality of life in Fayette County to unrivaled heights;
- Whereas,** Serving more than 700 members, the Fayette Chamber mission is to promote business and enhance economic development through leadership, service and advocacy for Fayette County;
- Whereas,** The leaders of the Fayette Chamber work to sustain a favorable business climate which enables existing and new business to prosper by aggressively promoting responsible economic growth, employment opportunities, responsible government, excellence in education, strong business relationships and quality of life;
- Whereas,** This year, 2017, marks the 50th anniversary of the founding of the Fayette Chamber of Commerce, which is the County's leading broad-based business organization and today, is more than 700 dedicated, civic-minded community members strong;

Now Therefore, WE THE FAYETTE COUNTY BOARD OF COMMISSIONERS the Fayette County Board of Commissioners hereby recognizes and honors the Fayette Chamber of Commerce for the 50 years of service leadership and commitment to Fayette County.

So recognized this 12th day of January 2017

Eric Maxwell, Chairman

COUNTY AGENDA REQUEST

Page 5 of 107

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of Petition TA-001-16, Rebecca Tate, Petitioner, to amend Article V, Section 110-169 (d), Animal hospital, kennel, and/or veterinary clinic to reduce the 300 foot setback for all structures, pens, runs, or enclosures from any A-R or residential zoning district to 100 feet.

Background/History/Details:

The petitioner is currently running a pet boarding/pet sitting facility at 311 Friendship Church Road and is not in compliance with the 300 foot setback. However, a portion of the property can meet the 300 foot setback (see Staff Analysis provided in backup).

Staff recommends that petition TA-001-16 to amend the Zoning Ordinance text be DENIED.

The Planning Commission recommends that petition TA-001-16 to amend the Zoning Ordinance text be DENIED.

Al Gilbert made a motion to recommend denial of the text amendment to the Zoning Ordinance. Motion seconded by Chairman Graw. The motion passed 5-0.

What action are you seeking from the Board of Commissioners?

Denial of Petition TA-001-16, Rebecca Tate, Petitioner, to amend Article V, Section 110-169, d, Animal hospital, kennel, and/or veterinary clinic to reduce the 300 foot setback for all structures, pens, runs, or enclosures from any A-R or residential zoning district to 100 feet.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

**STATE OF GEORGIA
COUNTY OF FAYETTE**

RESOLUTION

NO. TA-001-16

WHEREAS, Rebecca Tate, having come before the Fayette County Planning Commission on December 1, 2016, requesting an amendment to the Fayette County Zoning Ordinance pursuant to "The Zoning Ordinance of Fayette County, Georgia, 2010"; and

WHEREAS, said request being as follows: Request to amend Sec. 110-169. d, Animal hospital, kennel, and/or veterinary clinic to reduce the 300 foot setback for all structures, pens, runs, or enclosures from any A-R or residential zoning district to 100 feet.

WHEREAS, the Fayette County Planning Commission having duly convened, and considered said request;


BE IT RESOLVED that the decision of the Fayette County Planning Commission, that said request be **DENIED**.

This decision is based on the following reasons:

This amendment is not in the best interest of the County.

**PLANNING COMMISSION
OF
FAYETTE COUNTY**

ATTEST:



**JIM GRAW
CHAIRMAN**



PC SECRETARY

PLANNING COMMISSION

Text Amendment for Section 110-169. d, - Concerning animal hospital, kennel,
and/or veterinary clinic setbacks is hereby RECOMMENDED for:

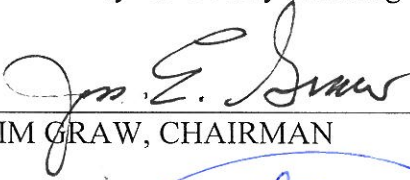
_____ Approved _____ Withdrawn ✓ Disapproved

5.-0

_____ Tabled until _____

_____ Approved with Conditions _____

Per the Fayette County Planning Commission on this 1st day of December, 2016.




JIM CRAW, CHAIRMAN




ARNOLD L. MARTIN, VICE-CHAIRMAN



JOHN H. CULBRETH, SR.



AL GILBERT



BRIAN HAREN

Remarks:

4. Consideration of Petition TA-001-16 to amend Article V, Section 110-169, d, Animal hospital, kennel, and/or veterinary clinic to reduce the 300 foot setback for all structures, pens, runs, or enclosures from any A-R or residential zoning district to 100 feet.

Chairman Graw asked if Ms. Tate was here.

Pete Frisina replied that she is not here.

Chairman Graw asked if anyone would like to speak in favor of this petition. Hearing none he asked if anyone would like to speak in opposition to the petition. He stated that there were a lot of participants out there and that there was a 20 minute time limit. He added that they stick very closely to the 20 minute time limit. He asked for the first participant to come up and sign in.

Pete Frisina stated that staff was not in favor of the petition.

Victor Moreland, Fayette County citizen, stated that he is the adjacent property owner of the Tate family. He said that he is opposed to the petition. He added that it started about six (6) months ago with a large number of dogs being brought in there and they're operating a kennel. He stated that its continuous barking day and night and it is very disruptive. He said that he has lived in the same location for 41 years, and it has been a nice peaceful community. He added that the setback regulations of the County were put into effect in 1991, and they have worked very successfully all over the County and I see no reason to change it. He stated that they started this operation a few months ago under the name Royal Bed and Biscuit. He said that we all know it's an advertising ploy, and it's all over social media for their kennel. He added that there are busses that go out and get the dogs and bring them in for daycare or long term care. He stated that he wasn't sure on how long they stay. He reiterated that he was opposed to it.

Jack Ricky, Fayette County citizen, stated that he has been a resident for over 30 years. He said that he would like to speak to the broader issue of the requested change to the zoning ordinance and the impact potential that it would have County wide, not only on our particular part of the community. He added that the petitioner is an absentee landlord; that has made an argument based one two (2) principles in their petition the first being that other communities allow kennels with setbacks in various zoning districts of 100 feet quoting communities like Fulton, Coweta, Clayton and Henry County. He stated that Fayette County had a number of visionary leaders 40 years ago that began and developed the zoning ordinance; even though it has been amended over time, it has served its purpose well and allowed this County to establish a lifestyle that is unparalleled in the metro Atlanta community. He said that he doesn't think we have ever tried to emulate other counties in terms of our zoning ordinance, and in fact he thinks other counties have tried to emulate Fayette County in terms of their zoning ordinance. He added that the petitioner makes the argument by reducing the setback to 100 feet there would be minimal disruption to the neighborhood where a kennel can be potentially located on a parcel of land of 12 acres or greater; making the argument that a 12 acre parcel of land is usually surrounded by other large parcels of land, as you may know the A-R zoning district requires a minimum of five (5) acres, side yard setbacks of 50 feet, rear yard setbacks of 75 feet, and front yard setbacks in some situations of 75 feet. He said that you have the potential of having a kennel within a 150 foot of a residence if the zoning ordinance was changed to allow the setback of 100 feet. He added that he doesn't think anybody wants to live within a 150 feet of a

kennel. He stated that our zoning ordinance does not cap the limitation of the number of animals that can be kept in a kennel environment on a piece of property. He said that the potential ramifications are significant throughout this County; A-R districts about other residential districts. He closed saying that he thinks they should deny this petition on the basis that what we have in place today has worked for our community reducing the setback to 100 feet will bring about a number of uncharted problems that we have yet to encounter nor do we want to encounter.

Lana Hindman, Fayette County citizen, stated that she has lived on Friendship Road for 40 years. She said her husband and her are 75 and 76 years old and have enjoyed their walks and jogs for exercise on Friendship Road. She added that the road has been perfect for their exercise in later years. She stated that she is about a half-mile from the kennel and it is very disruptive. She said that they have never been fearful on our road, but with the extra busses filled with dogs and the traffic it has become very dangerous. She added that the busses have been speeding and has complained to the Sheriff. She stated that her complaint has helped some but it has come back to the speeding it was before. She said that they are fearful and afraid to walk on their own road. She added that they are dog lovers and have even cared for rescues themselves. She stated that they feel this is an improper fit for our community because of the noise, traffic, and the other considerations. She thanked them for their time and concerned and asked them to deny this proposition.

Robert Graham stated that he just started new construction on his new house and is Tract 1A on Friendship Church Road. He said that there is one (1) five (5) acre piece of property in-between him and the kennel. He added that when he first bought the property he wasn't aware of what was going on. He stated that he and his wife chose the location because they have two (2) small children and a six (6) year-old son and an eight (8) year-old daughter. He said that they didn't want to live on a main road; he could have bought property off of Brooks-Woolsey or some other road in the County. He added that he wanted a road that had a limited amount of traffic so he could feel a little bit safer about his kids if he wanted to take walks down the road. He stated that since he has started construction on his house he has seen an excessive amount of traffic for such a small dirt road. He said that he has watched from his driveway and 95% of the traffic has turned in to this facility. He added that some of the people abide by the speed limit and several of them show no regard because they are coming from different counties dropping their animals off. He stated that there is a safety issue for his children and is opposed to this action.

Ray Brandon, Fayette County citizen, stated that he has lived on Kelley Road for about three (3) years. He said that he moved down to the relatively quiet town of Brooks and stands in opposition of this change. He added that it is particularly troubling to him that the kennel has been operating for six (6) months with no State license, according to the Fayette County finance department they have no business license, and the Georgia Department of Agriculture website they have no kennel license or rescue license. He asked how they have been able to operate like they have been doing for the past six (6) months. He stated that he doesn't know but agreed with his neighbors that it has been a constant barking. He said that they liked to live in a quiet community and amending this ordinance would be a great detriment to the life that we enjoy.

Chairman Graw asked if there was anyone else.

Cheryl Freker, Fayette County citizen, stated the safety concerns are the increase in traffic, narrow

gravel roads, speed of cars, and dust. She said the environmental concerns are: what's happening with the waste from this property; what do they do with the waste disposal; what's happening with the run-off from the pond that flows downstream; there has been complaints about the trash in front of the house, they have two (2) trashcans with 20 bags of trash along the fence that stay there for days. She asked all her neighbors in the audience that's opposing this amendment change to please raise their hands. She said that another thing they are all concerned about is their property values. She added that there is a lot for sale right next to kennel; how are they going to sell their five (5) acre lot. She stated that she wanted them to know how strongly she felt about this and thanked them for their time. She said that they are definitely opposed to this and hoped they would be to.

Chairman Graw asked if there was anyone else. He asked how much time did they have left. Pete Frisina replied nine (9) minutes.

Harry Huddleston, Fayette County citizen, stated that he is in agreement with what has been said. He asked what kind of dogs are in the kennel; are they big dogs or little dogs. He said he doesn't have children and lives about half-mile from there, but wonders what will happen if a dog gets loose and chases someone down the road. He added that he thinks they're asking for more trouble than its worth for them to be there. He stated that he is totally against the amendment change. He said he can hear the dogs barking from his house at all times of the day and night. He thanked the Planning Commission.

Chairman Graw asked if there was anyone else. Hearing none he brought it back to Planning Commission.

Arnold Martin asked if they were meeting the requirements of the 300 foot setback.

Pete Frisina replied no, but they could on a very small portion.

Arnold Martin asked if we were aware that this is a lawful business.

Pete Frisina replied it is not.

Arnold Martin stated that we have a certain lane that we must stay in for our discussion purposes.

Pete Frisina interjected saying the only thing you are looking at right now is whether to reduce or not reduce the 300 foot setback.

Al Gilbert stated that his main concern was not just for this parcel but if they change it for the entire County. He said that 100 feet for a dog kennel away from neighbors is just not enough; so I see no reasons to vote in favor of the amendment change.

Chairman Graw stated that changing the text of the zoning ordinance is a very serious thing and something we cannot take lightly. He agreed with Al Gilbert that once you change it for one (1) situation you change it for all situations. He asked how many times we have been asked to change the text.

Pete Frisina replied not very many.

Chairman Graw reiterated that we must take this very seriously. He asked the Planning Commission if they had anymore comments, questions or suggestions.

Al Gilbert made a motion to recommend denial for text amendment to the Zoning Ordinance. Motion seconded by Chairman Graw. The text amendment to the Zoning Ordinance was recommended for denial by a vote of 5-0.

Chairman Graw stated that we had a letter sent to Pete Frisina for Hindman off of Friendship Church Road and they were also in opposition to the petition. He asked Pete Frisina if they had anything else coming up.

PETITION NO: TA-001-16

REQUESTED ACTION: To amend Article V, Section 110-169, d, Animal hospital, kennel, and/or veterinary clinic to reduce the 300 foot setback for all structures, pens, runs, or enclosures from any A-R or residential zoning district to 100 feet.

PETITIONER: Rebecca Tate

PLANNING COMMISSION PUBLIC HEARING: Thursday, December 1, 2016

BOARD OF COMMISSIONERS PUBLIC HEARING: Thursday, January 12, 2016

PETITIONER'S REQUEST

A citizen may petition to amend the text of the Zoning ordinance per the following section:

Sec. 110-296. - Application for amendment.

Any citizen filing an application to amend the text or the official zoning map may obtain an application from the planning and zoning department, applications to amend the text or the official zoning map shall be submitted on forms, as applicable, provided by the planning and zoning department.

Currently, Article V, Section 110-169, d, reads as follows:

Animal hospital, kennel, and/or veterinary clinic. Allowed in A-R, C-C, C-H, and M-1 zoning districts. All structures, pens, runs, or enclosures shall not be located closer than 300 feet from any A-R or residential zoning district.

The petitioner has proposed the following text amendment to Article V, Section 110-169, d, to read as follows:

Animal Hospital, kennel and/or veterinary clinic. Allowed in A-R, C-C, C-H, and M-1 zoning districts. In all cases where any animal hospital, kennel and/or veterinary clinic is constructed in any of the aforementioned zoning districts on less than twelve (12) acres of property, all structures, pens, runs, or enclosures shall not be located within 300 feet from any A-R or residential zoning district.

In cases that any Animal Hospital, kennel and/or veterinary clinic is constructed on greater than twelve (12) acres of property and the property is classified as agricultural, all structures, pens, runs, or enclosures shall not be located within 100 feet from any residential zoning district.

The petitioner has also submitted the following:

Reason for seeking Amendment:

With the current wording of the ordinance being a 300 foot setback on all sides of the property lines, this makes a great deal of the property unusable for the property owner and places the property owner under a hardship based upon the lay out of the property. With the current wording of the ordinance and the 300 foot setback, the property owner is losing a total of 90,000 square feet of land. With one acre of land being 43,560 square feet, the property owner loses a total of 2.06 acres of land based on the current wording of the ordinance. When people typically talk about footage, they do not think about 300 feet as being that much, but to put 300 feet in perspective, that is the total length of a football field and is a great distance. I do understand why the current wording of the ordinance was set at three hundred feet with the current subdivisions that are being built on no more than one to two acres of land and not wanting this type of business right next door so to speak however; I do not think that the three hundred foot setback should apply in all cases. If a property owner is on twelve acres or more and the land is classified as agricultural then typically all land owners adjacent to the property own ten plus acres and is classified as agricultural as well therefore; no property owners residence is as close in proximity to the property lines as in your typical subdivision. For example in my case with the 100 foot setback from the property line, no areas used for the business would be within approximately 700 feet of the next closest residence. With the proposed rewording of the ordinance the property owner would only lose a total of 10,000 square feet of property, making more of the property usable for the property owner. With the 100 foot setback and the acreage requirement there would be more than ample room for safety and nuisance concerns and the business would still fall within any noise or nuisance ordinances that are currently established by the county.

With our current situation, we have over 15 acres of property in which we are trying to fit a business with the stipulation of the 300 foot setback from all property lines. On the north side of the property we have approximately 400 feet of setback from the property line. On the Southside of the property we have approximately 330 feet of setback from the property line. On the west side of the property we have approximately 600 feet of setback from the property line. On the east side of the property we have approximately 102 feet of setback from the property line. Also on the east side of the property where we have the 100 feet of setback, the closest residence to our property on this side is approximately 700 feet from the property line.

I have done some research of other ordinances in areas similar to Brooks and Fayette County Georgia and have found that the current ordinance containing the 300 foot setback from the property lines is a much greater distance than is required in other areas. Below are the results I found from my research in regards to the other county's or cities.

Coweta County has the 300 foot setback rule, with an exclusion for properties that are 10 acres or greater. If a property has 10 acres or greater than the property is considered under the Rural Home Occupations and list the setback from the property lines as 100 feet unless the home occupation is a towing company. If the home occupation is a towing company than no tow vehicles are allowed to be parked with 300 feet of the property lines. All other businesses including Kennels are required to have the 100 foot setback from the property lines

Fulton County has specific regulations for home occupations in the agricultural district that states specifically in regards to kennels, veterinary hospital, veterinary clinic, provided buildings housing animals are fully enclosed shall be at least 100 feet from all property lines.

Clayton County states specifically, it shall be unlawful for any private kennel to be located nearer than 100 feet to the nearest property line.

Henry County does not state any requirements for a setback from the property lines and does allow private kennels as a home occupation.

The City of Johns Creek has specific regulations for home occupations in the agricultural district that states specifically in regards to kennels, veterinary hospital, veterinary clinic, provided buildings housing animals are fully enclosed shall be at least 100 feet from all property lines.

STAFF ANALYSIS

The petitioner is currently running a pet boarding/pet sitting facility (Royal Bed & Biscuit) at 311 Friendship Church Road. The petitioner is also involved in pet rescue. The Zoning Ordinance defines a kennels as follows:

Kennel means an establishment for the boarding, breeding and/or sale of animals for commercial gain that may in addition provide grooming and/or training services, and a pet rescue operation where the animals are primarily housed or kept outside of the principal residence in accessory structures, pens, or enclosures. A hobby breeder, as defined herein, shall not be considered a kennel.

The petitioner's property is zoned A-R and consists of approximately 15.36 acres. The County became aware of this situation through citizen complaints of noise and increased traffic and at that time the Zoning Administrator requested that the petitioner have the property surveyed to determine compliance of the kennel. The dogs are frequently kept in a fenced area behind the residence (Labeled Pool Area on attached survey). This area and the residence are less than 300 feet from the rear property line and the western property line which does not comply with the current zoning requirements. Per the submitted survey, it also appears that a small portion of the fenced area does not meet the requested 100 foot setback.

Based on the submitted survey there is an area between the residence and pond that meets the 300 foot setback from all of the property lines. However a major portion of this area is within the watershed setback and buffer. The petitioner could apply for a variance from the watershed regulations per, ARTICLE VII. - WATERSHED PROTECTION, Sec. 104-185. - Variance procedures to construct a kennel facility in this area. If a variance is not approved, another option is to lower the elevation of the pond to reduce the watershed setback and buffer. In either case, a survey would be required to verify that all regulations are met.

STAFF RECOMMENDATION

Conditional Uses as a whole were adopted into the Zoning Ordinance in the early 1990's. This would be the time the 300 foot setback for an animal hospital, kennel and/or veterinary clinic was established. The purpose of the 300 foot setback is to mitigate the potential noise a facility can create as noise dissipates over distance. The petitioner has researched ordinances from other jurisdictions with a 100 foot setback (see above) and some of these stated regulations require a full enclosed building. Fayette County does not require a fully enclosed building but does require the 300 foot setback whether the facility is enclosed or open. Staff feels the current regulations are reasonable and recommends that petition TA-001-16 to amend the Zoning Ordinance text be **DENIED**.



"WHERE QUALITY
IS A LIFESTYLE"

140 STONEWALL AVENUE WEST, STE 100
FAYETTEVILLE, GEORGIA 30214
PHONE: 770-305-5200
www.fayettecountyga.gov

December 16, 2016

Rebecca Tate
311 Friendship Church Road
Brooks, GA 30205

Dear Ms. Tate,

You are operating a kennel at 311 Friendship Church Road. It has been determined that your kennel does not meet the 300 foot setback for all structures, pens, runs, or enclosures from any A-R or residential zoning district, as required by the Conditional Use regulations for an Animal hospital, kennel, and/or veterinary clinic and therefore is an illegal business. You have submitted a Petition to amend the Zoning Ordinance to reduce this setback to 100 feet and you have been allowed to continue operating through this Petition procedure. The Public Hearing before the Board of Commissioners will be held on January 12, 2017 at 7:00pm. As you know, both Staff and the Planning Commission have recommended denial of your petition to amend the Zoning Ordinance.

Regardless of the outcome of the Public Hearing on January 12, 2017, to determine compliance, a survey and/or site plan, as applicable, indicating that the kennel meets the requirements of the Conditional Use and other mandatory regulations is required to be submitted and approved to continue operation of the kennel. Unless the kennel has been approved by the County, as of January 13, 2017, you will cease and desist the operation of the kennel at 311 Friendship Church Road. As this is an open case being handled by Code Enforcement, they will continue their investigation on January 13, 2017 and if there are any signs that the kennel is still operating without the required approvals, citations will be issued. Thank you and if you have any questions you may contact me at (770)-305-5160.

Sincerely,

A handwritten signature in blue ink, appearing to read "Pete Frisina", is written over the word "Sincerely,".

Pete Frisina
Fayette County Planning and Zoning
140 Stonewall Avenue West
Fayetteville, GA 30214.

From: Robert Kurbes
Sent: Wednesday, November 16, 2016 9:45 AM
To: Pete Frisina
Subject: Re: Zoning Ordinance Amendment

Pete,

No objections to proposed amending of the zoning ordinance.

FYI, Our department has an open trash and debris complaint at this address and we have been trying to contact the owner without success. Currently awaiting response to certified letter mailed to address in question.

Robert F. Kurbes
Environmental Health County Manager
Fayette County Health Department
We Inform, We Prevent, We Protect
140 Stonewall Avenue, West
Suite 200
Fayetteville, GA 30214
770-305-5147
Robert.Kurbes@dph.ga.gov
Follow us on Twitter <http://www.twitter.com/D4publichealth>
and Facebook <http://www.facebook.com/District4Health>
Visit our website <http://www.district4health.org>

From: Pete Frisina
Sent: Tuesday, November 15, 2016 12:44:37 PM
To: Vanessa Birrell; Robert Kurbes; Rani Rathburn; Steve Tafoya; Jimmy Hall
Subject: Zoning Ordinance Amendment

All,

Sorry for the late e-mail, but we have a citizen who has petitioned to amend the Zoning Ordinance (see attached) to reduce the setback for a kennel from 300 feet to 100 feet. If you have any comments about the amendment or kennels in general please forward those to me by 11/22/16. If you have any questions please contact me.

Thanks,

Peter Frisina, AICP
Fayette County Division of Community Services
140 Stonewall Avenue West
Fayetteville, GA 30214
(770) 305-5160

TO AMEND THE TEXT OF THE ZONING ORDINANCE OF FAYETTE COUNTY, GA

APPLICANT: Rebecca TateMAILING ADDRESS: 311 Friendship Church Road Brooks, GA. 30205

PHONE: [REDACTED]

FAX: None

E-MAIL: [REDACTED]

Heather R Morton
NOTARY PUBLICRebecca Tate
APPLICANT'S SIGNATURE(THIS AREA TO BE COMPLETED BY STAFF) PETITION NUMBER: TA-001-16☐ Application Insufficient due to lack of: _____

by Staff: _____

Date: Nov. 1, 2016☒ Application and all required supporting documentation is Sufficient and Complete

by Staff: _____

Date: Nov. 1, 2016DATE OF PLANNING COMMISSION HEARING: Dec. 1, 2016DATE OF COUNTY COMMISSIONERS HEARING: Jan. 12, 2017Received from Mrs. Rebecca Tate a check in the amount of \$ _____ for
application filing fee. Will be billed ~~by~~ for legal ad.

Date Paid: _____

Receipt Number: _____

THE BUREAU OF FIRE PREVENTION
WILL NEITHER APPROVE NOR DENY
REQUESTS THAT FALL OUTSIDE THE
SCOPE OF I.S.O. REQUIREMENTS.

11/15/16

From: MARION HINDMAN [REDACTED] >
Sent: Sunday, November 20, 2016 4:18 PM
To: Pete Frisina
Subject: kennel on Friendship Church Road in Brooks

Dear Sir,

We are senior citizens and have lived on Friendship Church Road in Brooks for over forty years. In those forty years we have never complained about or been concerned about any of our neighbors, and spend a lot of our retirement time helping people in our neighborhood. We are very concerned about the kennel that is operating on our road. The traffic has probably tripled on the dirt road, and the cars and buses carrying dogs to the kennel almost always run the stop sign and speeding is rampant. We called and complained about the speeding and the deputies came out and talked to the people running the kennel and that has improved slightly....they still drive too fast for the road conditions. We don't think this kennel should be operating in a neighborhood like ours. The speeding and amount of traffic is a huge concern, as well as the barking of dogs twenty four hours a day, and the foul smelling garbage piled up on the edge of the road. We respectfully ask your consideration in this matter.

Marion and Lana Hindman
254 Friendship Church Road
Brooks, Georgia 30205

Rec'd 11/29/16
Note

Co

RRIRA, LLC
270 North Jeff Davis
Fayetteville, GA 30276

November 16, 2016

Fayette County Board of Commissioners
140 Stonewall Ave. W., Suite 100
Fayetteville, GA 30214

Re: Proposed Text Amendment
Article V, Section 110-169 (d)
Animal hospital, kennel, and/or veterinary clinic

Dear Commissioners:

It has come to my attention that the County will be considering a text amendment that impacts the above-mentioned code and potentially property that I own. The code currently reads that animal hospitals, kennels, and/or veterinary clinics are:

Allowed in A-R, C-C, C-H, and M-1 zoning districts. All structures, pens, runs, or enclosures shall not be located closer than 300 feet from any A-R or residential zoning district.

The text amendment proposes to reduce the setback to 100 feet for properties zoned agricultural and on lots that are greater than 12 acres. It seems contrary that the proposal provides a smaller setback for this conditional use when it is on larger lots. It is logical to conclude that a lot of 12 acres could easily accommodate a 300-foot buffer to provide a buffer between the use and the neighbors.

When adopted, conditional use ordinances are carefully considered and designed to minimize the negative impacts of the use on the health, safety and welfare of the residents of the County. This ordinance recognizes the need to provide a significant buffer between a kennel and the residents on the nearby properties. The distance allows the nearby residents to enjoy the quiet use of their property without the odors and noise that are associated with kennels.

Kennels are regulated and licensed by the State of Georgia. The regulations ensure humane treatment, adequate food, water and shelter. The number of dogs in a kennel, however, is not regulated. Amending the code will allow the owner of the kennel to board an untold number of dogs within 100 feet of neighboring residence causing nuisances to the neighbors that are very difficult to enforce.

As the owner of the property immediately adjacent to the applicant, I am asking you to consider voting against the proposed text amendment. Not only does it create negative impacts for the neighbors of the use, I believe this will set a precedent that whenever someone is unable or unwilling to meet the requirements of a conditional use, they will simply seek to amend the code.

Yours Truly,


Peggy Costales

APPLICANT: Rebecca Tate

MAILING ADDRESS: 311 Friendship Church Road Brooks, GA. 30205

PHONE: [REDACTED] FAX: None

E-MAIL: [REDACTED]

Heather R. Morton
NOTARY PUBLIC



Rebecca Tate
APPLICANT'S SIGNATURE

(THIS AREA TO BE COMPLETED BY STAFF) PETITION NUMBER: TA-001-16

☐ Application Insufficient due to lack of: _____

by Staff: _____ Date: Nov. 1, 2016

☒ Application and all required supporting documentation is Sufficient and Complete

by Staff: [Signature] Date: Nov. 1, 2016

DATE OF PLANNING COMMISSION HEARING: Dec. 1, 2016

DATE OF COUNTY COMMISSIONERS HEARING: Jan. 12, 2017

Received from Mrs. Rebecca Tate a check in the amount of \$ _____ for
application filing fee. Will be billed by for legal ad.

Date Paid: _____ Receipt Number: _____

CURRENT TEXT PROVISION: (Please type and attach additional sheets if necessary)

To amend Article _____, Section(s) _____

See Attachment

PROPOSED WORDING OF TEXT AMENDMENT: (Please type and attach additional sheets if necessary)

To amend Article _____, Section(s) _____

See Attachment

REASON FOR SEEKING AMENDMENT: (Please type and attach additional sheets if necessary)

See Attachment

To Amend Article: V

Section: 110-169 d

Current Text Provision

Animal Hospital, kennel and/or veterinary clinic. Allowed in A-R, C-C, C-H, and M-1 Zoning districts. All structures, pens, runs, or enclosures shall not be located within 300 feet from any A-R or residential zoning district.

To Amend Article: V

Section: 110-169 d

Proposed Wording of Text Amendment

Animal Hospital, kennel and/or veterinary clinic. Allowed in A-R, C-C, C-H, and M-1 Zoning districts. In all cases where any animal hospital, kennel and/or veterinary clinic is constructed in any of the aforementioned zoning districts on less than twelve (12) acres of property, all structures, pens, runs, or enclosures shall not be located within 300 feet from any A-R or residential zoning district.

In cases that any Animal Hospital, kennel and/or veterinary clinic is constructed on greater than twelve (12) acres of property and the property is classified as agricultural, all structures, pens, runs, or enclosures shall not be located within 100 feet from any residential zoning district.

Reason for seeking Amendment:

With the current wording of the ordinance being a 300 foot setback on all sides of the property lines, this makes a great deal of the property unusable for the property owner and places the property owner under a hardship based upon the lay out of the property. With the current wording of the ordinance and the 300 foot set back, the property owner is losing a total of 90,000 square feet of land. With one acre of land being 43,560 square feet, the property owner loses a total of 2.06 acres of land based on the current wording of the ordinance. When people typically talk about footage, they do not think about 300 feet as being that much, but to put 300 feet in perspective, that is the total length of a football field and is a great distance.

I do understand why the current wording of the ordinance was set at three hundred feet with the current subdivisions that are being built on no more than one to two acres of land and not wanting this type of business right next door so to speak however; I do not think that the three hundred foot set back should apply in all cases. If a property owner is on twelve acres or more and the land is classified as agricultural then typically all land owners adjacent to the property own ten plus acres and is classified as agricultural as well therefore; no property owners residence is as close in proximity to the property lines as in your typical subdivision. For example in my case with the 100 foot set back from the property line, no areas used for the business would be within approximately 700 feet of the next closest residence. With the proposed rewording of the ordinance the property owner would only lose a total of 10,000 square feet of property, making more of the property usable for the property owner. With the 100 foot set back and the acreage requirement there would be more than ample room for safety and nuisance concerns and the business would still fall within any noise or nuisance ordinances that are currently established by the county.

With our current situation, we have over 15 acres of property in which we are trying to fit a business with the stipulation of the 300 foot set back from all property lines. On the north side of the property we have approximately 400 feet of set back from the property line. On the Southside of the property we have approximately 330 feet of set back from the property line. On the west side of the property we have approximately 600 feet of set back from the property line. On the east side of the property we have approximately 102 feet of set back from the property line. Also on the east side of the property where we have the 100 feet of set back, the closest residence to our property on this side is approximately 700 feet from the property line.

I have done some research of other ordinances in areas similar to Brooks and Fayette County Georgia and have found that the current ordinance containing the 300 foot set back from the property lines is a much greater distance than is required in other areas. Below are the results I found from my research in regards to the other county's or cities.

Coweta County has the 300 foot set back rule, with an exclusion for properties that are 10 acres or greater. If a property has 10 acres or greater than the property is considered under the Rural Home Occupations and list the set back from the property lines as 100 feet unless the home occupation is a towing company. If the home occupation is a towing company than no tow vehicles are allowed to be parked with 300 feet of the property lines. All other businesses including Kennels are required to have the 100 foot set back from the property lines.

Fulton County has specific regulations for home occupations in the agricultural district that states specifically in regards to kennels, veterinary hospital, veterinary clinic, provided buildings housing animals are fully enclosed shall be at least 100 feet from all property lines.

Clayton County states specifically, It shall be unlawful for any private kennel to be located nearer than 100 feet to the nearest property line.

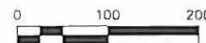
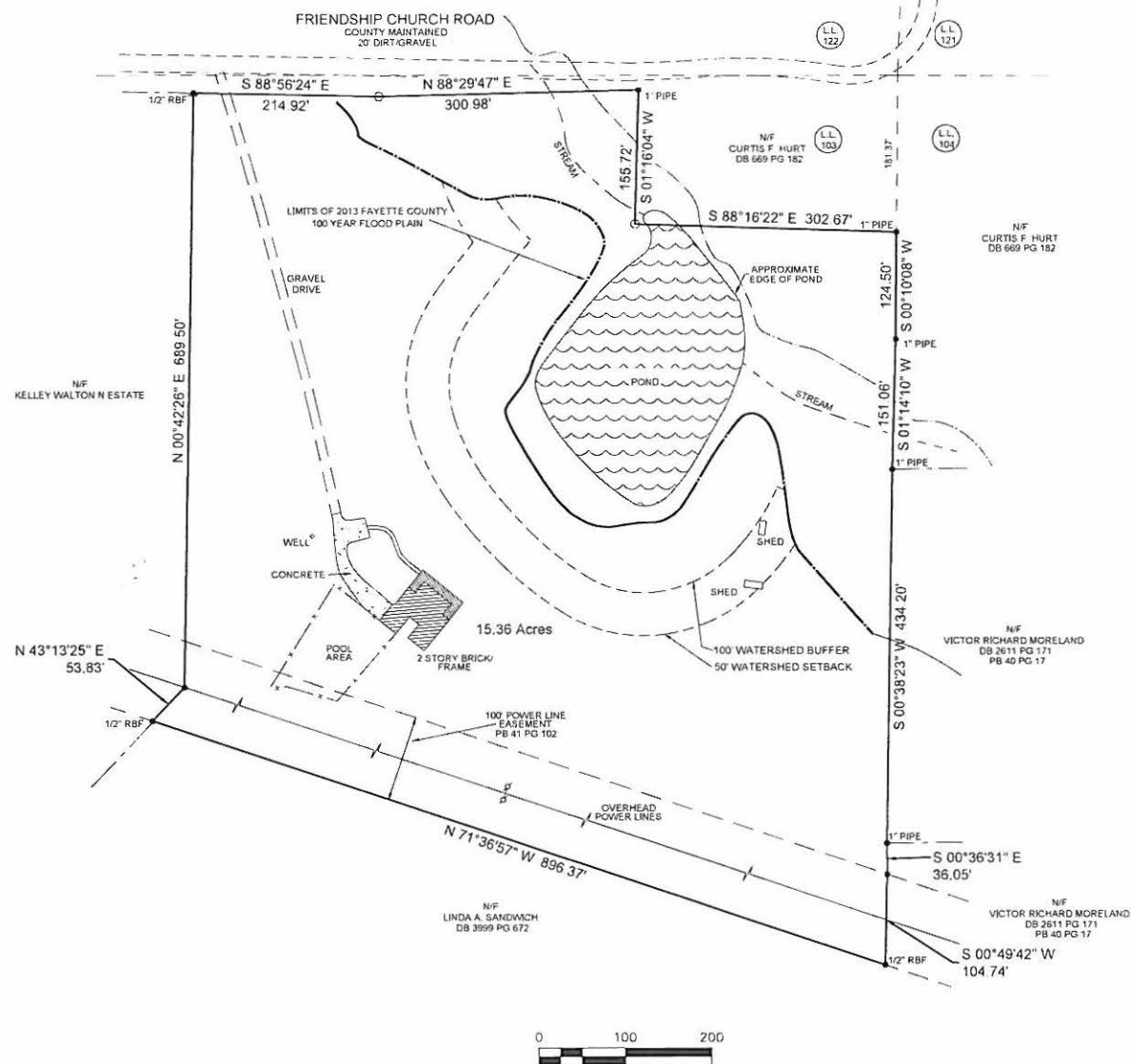
Henry County does not state any requirements for a set back from the property lines and does allow private kennels as a home occupation.

The City of Johns Creek has specific regulations for home occupations in the agricultural district that states specifically in regards to kennels, veterinary hospital, veterinary clinic, provided buildings housing animals are fully enclosed shall be at least 100 feet from all property lines.

CLOSURE STATEMENT
 THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 32 150 FEET AND AN ANGULAR ERROR OF 00° 00' 03" PER ANGLE POINT AND HAS BEEN ADJUSTED USING THE COMPASS RULE METHOD.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100 101 FEET.

ANGULAR & LINEAR MEASUREMENTS WERE OBTAINED USING A LEICA 403 TCR TOTAL STATION.



Job No. SA19-184

Drawn By: R.D.G. Reviewed By: S.S.G.

Issue Date: 08/31/16

F.W.P.D.: 08/18/16

Revisions: _____ Date: _____



Prepared For:

REBECCA TATE

Property Location

Land Lot 103 Of The 4th Land District
 Fayette County, Georgia

S.A. GASKINS & ASSOCIATES, LLC

surveyors planners development consultants
 P.O. BOX 321 BROOKS, GA 30205
 618-618-5067
 sagaskins@bellsouth.net

COUNTY AGENDA REQUEST

Page 28 of 107

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval of the Public Arts Committee's request for Concept Approval to develop art for the Fayette County Animal Shelter exterior and interior spaces in addition to developing art programs and events to showcase art while increasing awareness and visitors to the Shelter.

Background/History/Details:

The Animal Shelter will be completing renovations to the exterior of their building in early 2017. They would like to have animal art as part of their exterior facade. This artwork would be of dogs and cats and preferably in a cutout of the animal. The cutouts would be mounted to the building with the ability to change the designs when needed. The Arts Committee will research the best material for the cutout along with the best method to affix the artwork. Artwork can continue inside the main office area that is open to the public. There is the potential for a small mural scene in two areas - the staff desk area and the area above where a bench will be installed. This office area is a high traffic area for the public when they come to the Shelter.

Additionally, the Arts Committee will pursue developing art events or programs to host at the Shelter that will increase awareness and visitors to the Shelter. These programs could include an art exhibit and auction (student and/or adult), art craft events, and an educational component which would greatly aid the Shelter in teaching about caring for pets and the concern for homeless pets.

What action are you seeking from the Board of Commissioners?

Approval of the Public Arts Committee's request for Concept Approval to develop art for the Fayette County Animal Shelter exterior and interior spaces in addition to developing art programs and events to showcase art while increasing awareness and visitors to the Shelter.

If this item requires funding, please describe:

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

FAYETTE COUNTY PUBLIC ARTS COMMITTEE - PROJECT REQUEST FORM

Project Code: PAC Approval

Project Name:

Animal Shelter - Artwork for exterior and interior of building and art programs that will increase awareness of Shelter.

Estimated Total Cost:

Estimated Useful Life:

Project Description:

The Animal Shelter would like to have artwork on the front of their building and in the interior main office space. They will be completing renovations to the exterior of the building in early 2017. The exterior will be siding and blue in color. They would like to have dog and cat artwork, preferably in cutout form. The Arts Committee will research what type of material would best be suited to an outdoor installation. It would need to be a weather-resistant material that will also allow it to be cut into a specific shape. The Committee will also research the best way to adhere the artwork to the material and attach to the building. The Shelter has asked assistance with their main office area that is the place to receive visitors (public). There is the potential for a mural or other art in two areas, along the main 'front desk' and the area over where a storage bench will be placed.

Additionally, the Arts Committee will partner with the Animal Shelter to develop art events and programs that will increase awareness and visitors to the Shelter. Art events could include an art exhibit and auction (student and/or adult), art craft events, and an educational component which would greatly aid the shelter in teaching about caring for pets and the concern for homeless pets.

Department:

Public Arts Committee

Department Contact(s):

Donna Thompson, Chairman
Project Leaders: Roger Sibaja, Jeff Mellin

Start Date (estimate):

Completion Date (estimate):

Additional comments:

Anticipated Costs - Direct & Indirect

Materials	\$ Amount
Total project cost	\$0

Expenses	
Labor	Hours
Total Labor Hours	0.0

Equipment	Hours
Total Equipment Hours	0.0

COUNTY AGENDA REQUEST

Page 30 of 107

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval of the draft contract between the Georgia Department of Transportation and Fayette County for the SR 74 Corridor Study (GDOT PI # 0015076 / ARC Project No. FA-357).

Background/History/Details:

In 2015 the BOC authorized staff to apply for federal aid through the Atlanta Regional Commission (ARC) for three planning studies. Two of the applications were approved: this project is for a corridor study along SR 74 and a comprehensive path study. The purpose of this agenda item is to approve the Contract between Fayette County and GDOT. A contract for the path project is expected in the near future.

The Corridor Study is guided by the SR 74 Gateway Coalition, a group of elected officials and other stakeholders from Fayette County, Peachtree City, Tyrone, Fairburn, the South Fulton Community Improvement District and the ARC. The study's high-level goals are to: 1) establish a vision for SR 74 that is supported by the stakeholders; and 2) set forth a plan for bringing the vision to reality. The specific scope of work is defined in the attached contract, Exhibit A.

A Request for Proposals is currently being advertised and a recommendation for contract award is expected in February.

What action are you seeking from the Board of Commissioners?

Approval of the draft contract between the Georgia Department of Transportation and Fayette County for the SR 74 Corridor Study (GDOT PI # 0015076 / ARC Project No. FA-357).

If this item requires funding, please describe:

The study has an estimated contract cost of \$390,000. Fayette County will be responsible for \$78,000 (20%) of this amount. Funding is available from transportation SPLOST project R-3.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

SR 74 CORRIDOR STUDY

FAYETTE COUNTY

FHWA METROPOLITAN PLANNING PROGRAM

STP-URBAN FUNDS

CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER 20.205

FEDERAL-AID PARTICIPATING PROJECT

PI Number 0015076

ARC Project Number FA-357

Federal Share 80%	\$312,000.00
<u>Local Match Share 20%</u>	<u>\$78,000.00</u>
Total Contract Cost	\$390,000.00

CONTRACT
Between the
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
ONE GEORGIA CENTER, 600 WEST PEACHTREE STREET NW
ATLANTA, GEORGIA 30308
and
FAYETTE COUNTY

THIS AGREEMENT is made and entered into this _____ day of _____ , 2016, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and FAYETTE COUNTY, acting by and through its County Board of Commissioners, hereinafter called the "LOCAL GOVERNMENT".

WHEREAS, the DEPARTMENT is responsible for the development of long-range comprehensive plans for all modes of transportation in Georgia and is required to coordinate this development with the appropriate planning agencies and the affected local governmental bodies; and

WHEREAS, the DEPARTMENT recognizes the significance and benefit of participating with all agencies responsible for transportation planning in Fayette County in providing certain services for the carrying out of said work program; and

WHEREAS, the LOCAL GOVERNMENT has represented to the DEPARTMENT that it is experienced and qualified to serve as project director and the DEPARTMENT has relied upon such representation; and

WHEREAS, federal funding for this PROJECT is provided by the STP Urban allocation from the Fixing Americas Surface Transportation Act of 2015; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained and other good and valuable consideration as set out hereinafter, it is agreed by and between the DEPARTMENT and the LOCAL GOVERNMENT that:

ARTICLE I

SCOPE AND PROCEDURES

The LOCAL GOVERNMENT shall perform or cause to be performed those services required of it to accomplish the work designated to be done by the LOCAL GOVERNMENT, as shown in Exhibit A, which is attached hereto, and made a part hereof the same as if fully set out herein, on or before _____, 2016, and shall make available to the DEPARTMENT the reports, data, maps, facts, figures and all other information resulting from the work accomplished under the terms of this Agreement.

In the event the work accomplished, or caused to be accomplished, by the LOCAL GOVERNMENT as set out in the first paragraph of this Article does not, in the opinion of the DEPARTMENT, satisfy the requirements set forth in this Agreement, the DEPARTMENT shall inform the LOCAL GOVERNMENT of the deficiencies in writing and shall withhold payment for said deficient work until such time as the deficiencies have been corrected by the LOCAL GOVERNMENT without additional costs to the DEPARTMENT.

ARTICLE II

COMPENSATION AND PAYMENT

It is agreed that the compensation hereinafter specified includes both direct and indirect costs chargeable to the PROJECT under generally accepted accounting principles and as allowed in the 2 CFR PART 200 and not prohibited by the Laws of the State of Georgia.

It is understood that the total estimated cost of the PROJECT as outlined in the Article and as shown in Exhibit "B", BUDGET ESTIMATE, attached hereto and incorporated as if fully set out herein, is Three Hundred and Ninety Thousand Dollars (\$390,000.00). The total estimated cost of the PROJECT to be financed with U.S. Department of Transportation FHWA funds is Three Hundred and Twelve Thousand Dollars (\$312,000.00) which is the total federal contribution to the PROJECT and is the maximum amount of the DEPARTMENT's obligation.

The LOCAL GOVERNMENT shall be solely responsible for any and all amounts in excess of Seventy Eight Thousand Dollars (\$78,000.00), which such amount in excess being payable only with non-Federal aid funds. In no event shall the Federal contribution to the PROJECT exceed Three Hundred and Twelve Thousand Dollars (\$312,000.00) which is the DEPARTMENT's maximum obligation.

It is understood and agreed that nothing in the foregoing shall prevent an adjustment of the estimate of the PROJECT costs, provided that the DEPARTMENT's maximum obligation under this Agreement is not exceeded and that the original intent of the PROJECT is not substantially altered from the approved PROJECT. In order to adjust said budget estimate, it is also understood that the LOCAL GOVERNMENT shall request any and all budget changes in writing and that the DEPARTMENT shall approve or disapprove the requested budget estimate change in writing.

Payment on the account of the above described Federal contribution shall be made no more than once per month and shall be in the amount of expenses incurred during that period. Payments shall be made after approval of an invoice from the LOCAL GOVERNMENT. Each invoice will include a copy of the LOCAL GOVERNMENT's invoice and progress reports during the invoice period. Upon the basis of its review of such invoices, the DEPARTMENT shall, at the request of the LOCAL GOVERNMENT, make the payment to the LOCAL GOVERNMENT as the work progresses, but not more often than once per month. Should the work for the PROJECT begin within any one month, the first invoice shall cover the partial period of the beginning date of work through the last date in the month in which it began. The invoices shall be numbered consecutively and subsequent invoices submitted each month until work for the PROJECT is completed.

Payment shall be made monthly in the amount of total sums earned less previous partial payments. However, the DEPARTMENT shall only pay to the LOCAL GOVERNMENT funds that represent the Federal contribution. All costs of the project in excess of the Federal contribution shall be paid by the LOCAL GOVERNMENT. Payments by the DEPARTMENT shall not exceed 80% of the project costs in any invoice or in total up to the maximum amount of Three Hundred and Twelve Thousand Dollars (\$312,000.00). The final invoice shall reflect the actual cost of work accomplished by the LOCAL GOVERNMENT under the terms of the Agreement, and shall be the basis for final payment.

Should the work under the Agreement be terminated by the DEPARTMENT, pursuant to the provisions of ARTICLE XIV, the LOCAL GOVERNMENT shall be paid based upon the expenses incurred at the point of termination notwithstanding any just claims by the LOCAL GOVERNMENT.

ARTICLE III

EMPLOYMENT OF DEPARTMENT'S PERSONNEL

The LOCAL GOVERNMENT shall not employ any person or persons in the employ of the DEPARTMENT for any work required by the terms of this Agreement, without the written permission of the DEPARTMENT except as may otherwise be provided for herein.

ARTICLE IV

REVIEW OF WORK

Authorized representatives of the DEPARTMENT and Federal Government may during normal business hours review and inspect the PROJECT activities and data collected by or for the LOCAL GOVERNMENT under this Agreement and amendments thereto. All such reports, drawings, studies, specifications, estimates, maps and computations, prepared by or for the LOCAL GOVERNMENT shall be made available to authorized representatives of the DEPARTMENT and representatives of the Federal Government for inspection and review during normal business hours in the General Offices of the LOCAL GOVERNMENT.

ARTICLE V

SUBCONTRACTS

It is understood that the LOCAL GOVERNMENT is responsible to the DEPARTMENT to insure that all subcontracts awarded by the LOCAL GOVERNMENT under the terms of this Agreement are consistent with the provisions contained herein and in support of these requirements and consistent with the LOCAL GOVERNMENT 's contracting policies and procedures as approved by the DEPARTMENT. Such subcontracts are subject to the terms of Article X of this Agreement.

ARTICLE VI

MAINTENANCE AND AUDIT OF CONTRACT COST RECORDS

A. Maintenance of Cost Records

The LOCAL GOVERNMENT shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the PROJECT and shall make such material available during normal business hours for the period of the contract, and for three years from the date of final payment under the contract, for inspection by the DEPARTMENT and representatives of the Federal

Government, and copies thereof shall be furnished to the DEPARTMENT upon request. The LOCAL GOVERNMENT agrees that the provisions of this Article shall be included in any contracts it may make with any subcontractor, assignee, or transferee.

B. Audit of Cost Records

The DEPARTMENT shall have the right to perform an audit of all documents and records pertaining to costs incurred on this PROJECT for a period of three years after compensation payments by the DEPARTMENT to the LOCAL GOVERNMENT under this contract. The LOCAL GOVERNMENT agrees to assist in making the result of the audit performed pursuant to 2 CFR 200 (Uniform Grant Guidance) available to the DEPARTMENT if possible, and to the extent such audit is available, the DEPARTMENT at its sole discretion may agree to accept the Uniform Grant Guidance audit in lieu of its audit as herein provided for. Further, the LOCAL GOVERNMENT agrees to reimburse the DEPARTMENT for the DEPARTMENT's share of any and all costs disallowed as a result of audit by either the Uniform Grant Guidance audit or by the audit allowed hereunder by the DEPARTMENT.

ARTICLE VII
(RESERVED)

ARTICLE VIII

PROGRESS REPORTS

The LOCAL GOVERNMENT shall submit a progress report with each invoice, summarizing all work completed during the invoice period, as noted in ARTICLE II. The DEPARTMENT reserves the right to comment on such progress reports. The DEPARTMENT's comments, if any, shall be returned to the LOCAL GOVERNMENT in writing within thirty (30) calendar days after receipt by the DEPARTMENT of each progress report. In the event said comments include disagreement or reservations, or both, by the DEPARTMENT with portions of such progress report, the LOCAL GOVERNMENT shall, within ten (10) calendar days after receipt of the DEPARTMENT's comments, supply copies of the comments to such individuals and agencies as may be reasonably designated by the DEPARTMENT.

ARTICLE IX

PUBLICATIONS

Publications and reports officially released after the date of execution of this Agreement describing the results of any investigation hereunder participated in by the DEPARTMENT shall give recognition to the DEPARTMENT and the Federal Highway Administration of the U.S. Department of Transportation in the text and title page to the nature of its cooperative character.

The following statement, unless mutually agreed in writing to be waived, shall appear on the cover or title page of all said publications and reports released by the LOCAL GOVERNMENT:

"The contents of this report reflect the views of the persons preparing the document and those individuals are responsible for the facts and the accuracy of the data presented herein. The contents of this report do not necessarily reflect the official views or policies of the Department of Transportation of the State of Georgia. This report does not constitute a standard, specification, or regulations."

Likewise, the following statement, unless mutually agreed in writing to be waived, shall appear on the cover or title page of all said publications and reports released by the DEPARTMENT.

"The contents of this report reflect the views of the participating individuals who are responsible for the facts and the accuracy of the data presented herein. The contents of this report do not necessarily reflect the official views or policies of Fayette County. This report does not constitute a standard, specification, or regulations."

After the date of execution of this Agreement, articles, reports, papers, bulletins, press releases or other such publications reporting the analyses, results, findings, or any or all of these, of any portion of the work assigned to the LOCAL GOVERNMENT under this contract, or amendments hereto, shall not be officially released to the public by the LOCAL GOVERNMENT until the conditions set out below have been satisfied.

1. Such aforementioned publications have been submitted by the LOCAL GOVERNMENT to the DEPARTMENT for review and comment(s).

2. The DEPARTMENT has reviewed said publications and has supplied the LOCAL GOVERNMENT with written comment(s) regarding same. Said comments shall be supplied within twenty (20) calendar days after receipt of said publication by the DEPARTMENT.

3. In the event said comment(s) include disagreement, reservations, or both by the DEPARTMENT with such analyses, results, findings, or any or all of them, or portions thereof, such dissent as so stated shall be incorporated by the LOCAL GOVERNMENT in the publication(s) to be released in such a manner so as to indicate specific points of difference and the DEPARTMENT's rationale for such dissent if so contained in said comments. The LOCAL GOVERNMENT further agrees to evidence such disagreement on the initial page with the statement:

"Although the Department of Transportation of Georgia is a participant in the project for which this information was collected, it does not currently agree with all the results and findings as are indicated herein. The initial points of differences are acknowledged in this presentation; however, this does not limit the DEPARTMENT in the future from modifying in any way its views pertaining to this information as may be deemed necessary by the DEPARTMENT as the PROJECT progresses."

As used herein, "official release" by the LOCAL GOVERNMENT shall mean a formal action by the governing body of the LOCAL GOVERNMENT to accept or adopt said publication and authorizing its public distribution.

It is mutually agreed that the official release of such aforementioned publications which are not in accordance with the provisions contained herein shall constitute grounds for termination of this contract by the DEPARTMENT in accordance with the provisions of Article XVI of this Contract.

Provided, however, that should the release of such information be required under the Georgia Open Records Act, Section 50-18-70 et seq., O.C.G.A, the restrictions and penalties set forth herein shall not apply. Any request for information directed to the LOCAL GOVERNMENT in the performance of a service or function for or on behalf for the DEPARTMENT shall be released pursuant to provisions of the Act. Further, the LOCAL GOVERNMENT agrees to consult with the DEPARTMENT prior to releasing the required documents.

Likewise, after the date of execution of this Agreement, articles, reports, papers, bulletins, press releases or other such publications reporting the analyses, results, findings, or any or all of them, or any portion of the work assigned the DEPARTMENT under this contract or amendments hereto shall not officially be presented publicly or published by the DEPARTMENT until the conditions set out below have been satisfied:

1. Such aforementioned publications have been submitted by the DEPARTMENT to the LOCAL GOVERNMENT for review and comment(s).
2. The LOCAL GOVERNMENT has reviewed said material and has supplied the DEPARTMENT with written comment(s) regarding same. Said comments shall be supplied within twenty (20) calendar days after receipt of said publication by the LOCAL GOVERNMENT.
3. In the event said comment(s) include disagreement, reservations, or both by the LOCAL GOVERNMENT with such analyses, results, findings, or any or all of them, or portions thereof, such dissent as so stated shall be incorporated by the DEPARTMENT in the publication(s) to be released in such a manner so as to indicate specific points of difference and the LOCAL GOVERNMENT's rationale for such dissent if so contained in said comments. The DEPARTMENT further agrees to evidence such disagreement on the initial page with the statement:

"Although Fayette County is a participant in the project for which this information was collected, it does not currently agree with all the results and findings as are indicated herein. The initial points of difference are acknowledged in this presentation; however, this does not limit Fayette County in the future from modifying in any way its views pertaining to this information as may be deemed necessary by Fayette County as the project progresses."

ARTICLE X
ASSIGNMENT, TRANSFER, OR SUBLETTING

It is understood by the parties to this contract that the work of the LOCAL GOVERNMENT on this PROJECT is considered personal by the DEPARTMENT and the LOCAL GOVERNMENT agrees not to assign or transfer and, after the date of execution of this agreement, not to subcontract any or all of its interest in this contract without prior written approval of the DEPARTMENT, unless provided otherwise in Article V.

ARTICLE XI
INSURANCE

By execution of this agreement, the LOCAL GOVERNMENT certifies to the DEPARTMENT that it will maintain the following minimum amounts of insurance:

1. Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.
2. Public Liability Insurance in an amount not less than One Hundred Thousand Dollars (\$100,000.00) for injuries, including those resulting from death to any one person, and in an amount not less than Three Hundred Thousand Dollars (\$300,000.00) on account of any one occurrence.
3. Property Damage Insurance in an amount not less than Fifty Thousand Dollars (\$50,000.00) from damages on account of any occurrence, with an aggregate limit of One Hundred Thousand Dollars (\$100,000.00).
4. Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the PROJECT.

Insurance shall be maintained in full force and effect during the life of the contract, or amendments hereto, and shall protect the LOCAL GOVERNMENT, its employees, agents and representatives from claims for damages, for personal injury, and death and for damages arising in any manner from the negligent or wrongful acts or failures to act by the LOCAL GOVERNMENT, its employees, agents, or representatives in the performance of the work covered by the contract, or amendments hereto.

ARTICLE XII COVENANT AGAINST CONTINGENT FEES

The LOCAL GOVERNMENT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for The LOCAL GOVERNMENT to solicit or secure this contract, and that the LOCAL GOVERNMENT has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the LOCAL GOVERNMENT, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making this contract.

It is further agreed that the LOCAL GOVERNMENT's noncompliance with the provisions or breach of the warranties, set forth in this article shall constitute grounds for immediate termination of this Agreement and the LOCAL GOVERNMENT shall reimburse the DEPARTMENT all payments which the DEPARTMENT has made to the LOCAL GOVERNMENT under the terms of this Agreement.

ARTICLE XIII TIME OF PERFORMANCE

Time is of the essence. The LOCAL GOVERNMENT and the DEPARTMENT shall perform this PROJECT as described in Article I, Scope and Procedure, on or before April 27, 2018.

ARTICLE XIV TERMINATION OF CONTRACT

The DEPARTMENT may terminate this contract for just cause at any time in advance of the completion date fixed in Article XIII, by the giving of thirty (30) days written notice of such termination. Upon receipt of such notice of termination, the LOCAL GOVERNMENT shall discontinue and cause all work under this contract to terminate upon the date specified in the said notice. In the event of such termination, the LOCAL GOVERNMENT shall be paid such amounts as may be due it under Article II up to and including the specified date of termination, including any costs for terminal reports submitted hereunder and reimbursement for any claims of settlement arising out of termination of orders required for this contract. The LOCAL GOVERNMENT shall not have the right to terminate this contract at any time except in the event of the unavailability of Federal funds in the amounts described in Exhibit B when such unavailability of funds is not the

result of unsatisfactory or inconsistent project performance by the LOCAL GOVERNMENT. Upon receipt of notice of unavailability of Federal funds, the LOCAL GOVERNMENT agrees to notify the DEPARTMENT of its intention to terminate this Agreement at least thirty (30) days prior to the intended date of termination.

ARTICLE XV RESPONSIBILITY FOR CLAIMS AND LIABILITY

The LOCAL GOVERNMENT shall save harmless the DEPARTMENT, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the performance of work assigned the LOCAL GOVERNMENT under this Agreement. These indemnities shall not be limited by reasons of the listing of any insurance coverage.

ARTICLE XVI SUBSTANTIAL CHANGES

Minor changes in the proposal which do not involve changes in compensation, extension of term, or the goals and objectives of the PROJECT may be made by written notification of such change by either party with written approval by the other party. All other changes shall be by supplemental agreement.

ARTICLE XVII CONTRACT DISPUTES

In case of disputes arising under this contract or amendments hereto, it is agreed that this contract, or amendments hereto shall be treated as if executed solely in Fulton County, Georgia, and the laws of the State of Georgia will control.

ARTICLE XVIII
COMPLIANCE WITH APPLICABLE LAW

A. Conflict of Interest

The undersigned certify that the provisions relating to conflict of interest entitled State Employees and Officials Trading with State, Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated have been complied with in full.

B. IT IS FURTHER AGREED that the LOCAL GOVERNMENT shall comply with the regulations for Compliance with Title VI of the Civil Rights Act of 1964 as stated in Exhibit C of this Agreement.

C. As provided in Exhibit F of this Agreement, the undersigned certifies that it is the DESIGNATED AGENCY and it is eligible to receive the Federal funding assistance provided for in this Agreement.

D. As provided in Exhibit D of this Agreement, the undersigned certifies that the Provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, "Drug-Free Workplace Act", have been complied with in full.

E. In compliance with Section 50-20-3(a) of the Official Code of Georgia Annotated, the LOCAL GOVERNMENT shall:

1. Furnish the DEPARTMENT with a certified financial statement of the LOCAL GOVERNMENT's total receipts and expenditures for the fiscal year next preceding the execution of this Agreement. The financial statement shall be furnished within ninety (90) days after execution of the contract and shall include an individual listing of each employee and his salary and reimbursable expenses, a listing by category of the sources of income of the LOCAL GOVERNMENT, and a listing of the source or sources of all public funds received by the LOCAL GOVERNMENT and the program for which the funds were received;

2. Furnish annually to the DEPARTMENT after the end of the LOCAL GOVERNMENT's fiscal year, the report of an independent auditor acceptable to the DEPARTMENT. The report shall cover the LOCAL GOVERNMENT's total receipts and expenditures for the fiscal year just ended and, unless otherwise provided in state law, shall contain at minimum the financial, compliance, internal control and Federal Financial Assistance information in a format as described in Public Law 98-502 known as the Single Audit Act of 1984 and the Single Audit Act Amendment of 1996, Public Law 104-156, and its implementing regulation, OMB Uniform Grant Guidance. The report shall also include a schedule of Federal Financial Assistance, and a listing of each employee's salary and reimbursable expenses paid during the fiscal year just ended. All audit reports shall be prepared in accordance with generally accepted auditing standards established by the American Institute of Certified Public Accountants.

3. Provide on an annual basis during the term of this Agreement, a summary statement, for this program, of the services delivered, number of people served and such other information as the DEPARTMENT shall require. A copy of the summary statement shall be furnished by the LOCAL GOVERNMENT to the state auditor; and

4. Refrain from political activities including endorsement of any political candidate or party, use of machinery, equipment, postage, stationery, or personnel in behalf of any candidate or any question of public policy subject to a referendum, or the display of political posters, stickers, or other printed material during the term of this Agreement.

F. As provided in Appendix E of this Agreement, the undersigned certifies that it will comply with the provisions of the Georgia Security and Immigration Compliance Act of 2006.

G. Exhibits C through I are incorporated by reference and made a part of this document as if fully set out herein.

Failure on the part of the LOCAL GOVERNMENT, for whatever reason, to comply with the requirements of this Article shall render this Agreement null and void and the DEPARTMENT shall not make any payment to the LOCAL GOVERNMENT for any work performed pursuant to the terms of this Agreement.

In the event that the LOCAL GOVERNMENT fails to comply with the provisions of this Article after having received some compensation as partial payments under this Agreement, upon such failure to comply with the terms of this Article, the LOCAL GOVERNMENT shall repay to the DEPARTMENT the full amount of such funds previously received.

The covenants herein contained, shall except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals the day and year above first written.

DEPARTMENT OF TRANSPORTATION

Fayette County

Commissioner

Board of Commissioners Chairman

ATTEST:

IN THE PRESENCE OF:

Treasurer

Witness

Signed, Sealed and Delivered

This ____ day of _____, _____
in the presence of:

NOTARY PUBLIC

I attest that the corporate seal attached to this Document is in fact the seal of the Corporation executing this Document does in fact occupy the official position indicated and is duly authorized to execute such document on behalf of this Corporation.

ATTEST:

Federal Employee Tax No.

EXHIBIT A

SCOPE OF WORK

SR 74 Corridor Study Draft Scope of Work Fayette County Department of Public Works

OBJECTIVE

Fayette County, Georgia is seeking proposals from Georgia Department of Transportation (GDOT) pre-qualified Consultants to develop a comprehensive Corridor Study along State Route (SR) 74. The study shall extend approximately 12 miles along SR 74, from US Route 29 on the north end to SR 54 in Peachtree City and will consist of four tasks, each with its own deliverable:

- Public Engagement;
- Vision Statement;
- Inventory, Assessment and Draft Recommendations; and
- Final Report.

The study shall address the local concerns noted within this scope of work as well as Federal, State and Regional goals and mandates for reduced emissions, promotion of alternative modes of transportation, reduction of single occupancy vehicles, safety, etc. This shall include accounting for the planning factors associated with the Atlanta Regional Commissions' (ARC) *Atlanta's Regional Plan* and the Federal Government's *Fixing America's Surface Transportation (FAST) Act*.

INTRODUCTION

State Route 74 is a primary commuting corridor in Fayette County, carrying over 28,000 vehicles per day. Between the interchange at I-85 and the intersection with SR 54, the principal arterial runs within the jurisdictions of Fairburn, Tyrone, Peachtree City and unincorporated Fayette County.

Despite the corridor's heavy use, large tracts of land along its frontage are undeveloped, providing for scenic views and relatively few intersections. With time, however, development will continue to change the land use, traffic loads and turning movements.

Given the corridor's importance and potential for change, Fayette County's April 2003 *Transportation Plan* identified a SR 74 Corridor Plan as a recommended project (No. R-3). This project recently gained support from the South Fulton Community Improvement District (CID) and the SR 74 Gateway Coalition, which has representatives from Peachtree City, Town of Tyrone, City of Fairburn and Fayette County.

This Study, along with the on-going effort to improve interstate access, is supported by multiple governments and non-governmental organizations, including:

- City of Fairburn;
- Town of Tyrone;
- Peachtree City;
- City of Senoia;
- Fayette County;
- Fulton County;
- Coweta County;

- South Fulton Community Improvement District (CID);
- Fayette County Chamber of Commerce;
- Georgia Department of Transportation; and
- Atlanta Regional Commission.

Representatives from this group will be invited to serve as Stakeholders for the study.

This project has been awarded federal funds through the ARC. Matching, local funds are provided from several of the communities and organizations listed above.

SCOPE OF WORK

The study's high-level goals are to: 1) establish a vision for this corridor that is supported by the stakeholders; and 2) set forth a plan for bringing the vision to reality. Specific items the study shall address include:

- Public Involvement;
- Traffic Volume, Congestion & Safety;
- Intersection Controls;
- Land Use and New Development;
- Access Management;
- Overlay Zones;
- Landscaping Standards;
- Right-of-Way Maintenance;
- Multi-Use Trails;
- Recommendations; and
- Funding Opportunities.

These tasks are discussed in more detail below; however, within the Request for Proposals (RFP), Consultants will be encouraged to recommend additional and/or different approaches that may help with the development and implementation of a corridor vision.

Fayette County anticipates the study will include at least four distinct tasks and deliverables. These are described below along with direction on how the above topics may be incorporated among them.

Task 1 – Public Engagement

As one of the first steps in the project, the Consultant shall develop a *Public Involvement Plan (PIP)*. This document shall establish the means and methods for conveying information and encouraging and incorporating input from the general public, stakeholders, property owners, elected officials, etc. The use of technology, social media and/or other progressive ideas for engaging the public is encouraged.

The PIP shall have a schedule and description of the public/community engagement activities anticipated during the project and identify responsibilities (who's doing what). The outreach activities should be structured around the development and delivery of Tasks 2, 3 and 4. The Stakeholders will work with the Consultant to establish a decision making procedure to be incorporated in the PIP.

Other topics to be addressed as part of this Task include:

- *Education* – It is staff’s experience that discussions regarding transportation and land use issues often get sidetracked due to conflicting ideas on terms, processes, and baseline data/conditions. To help offset this, the PIP should include a component to provide background educational material on relevant transportation issues. Examples include the GDOT’s Complete Street Policy, how intersection efficiency and safety is rated and used by engineers, the different types of Public Transportation (e.g., GRTA Express is not heavy rail), how projects are developed and funded, etc.
- *Example Corridors* – As part of the education process, the Consultant should identify and incorporate existing “model” corridors from Georgia or other States. Pictures, videos, or other means of showing examples of what works (and doesn’t) may help the public engagement process.
- *Graphics* – Include the creation of presentation-grade graphics and images for use in meetings, on webpages and other PIP activities over the course of the project.

Building consensus and, ultimately, specific recommendations among multiple jurisdictions will be one of the most challenging aspects of this project. Consultants are encouraged to propose innovative techniques for engaging and responding to the public and elected officials so agreement may be found at the project’s conclusion.

Task 2 – Vision Statement

For this Task, the Consultant will use information and data collected as parts of Tasks 1 and 2 to develop a Vision Statement for the corridor. Once complete, the Vision Statement will be presented to at least the elected officials of Fayette County, Fulton County, Peachtree City, Tyrone and Fairburn for review and approval. Other Stakeholders may also be asked to officially adopt the Vision Statement.

Ratification of the Vision Statement will formalize each government’s commitment to the project and their support of the principles that will guide the recommendation stage (Task 4).

Task 3 – Inventory, Assessment and Draft Recommendations

The deliverable for this Task is a report that provides an inventory of existing conditions, assesses future growth and needs, and identifies draft recommendations. Listed below, by category, are topics to be covered. The Consultant is encouraged; however, to reorganize, expand or consolidate to best meet the study’s objectives.

Traffic

- *Establish Baseline Data* – Use existing data and collection of new data to establish baseline conditions along the corridor and all side-street intersections. Establish existing Level of Service (LOS) for these locations. Identify traffic trends over time and quantify historic growth rates. Describe where the traffic is coming from and where it is going.
- *Existing Traffic Studies* – Consolidate existing traffic studies and transportation plans from the various jurisdictions and ARC; highlight similarities and differences. Note areas that should be reconciled as part of this study. Use the information and recommendations of these studies as input in the development of this project.
- *Crash Data* – Collect and analyze crash data for the past three years. Identify hot spot locations and look for patterns or trends in crash types along the corridor.

- *Future Growth Scenarios & Traffic Volumes* – Use ARC data, input from the PIP, and results of the “New Development and Initiatives” (see below) to predict future traffic volumes for years 2020, 2030, 2040 and 2050. Predict future LOS for these years.
- *Safety Audit* – Assess the corridor and all intersection for AASHTO compliance, including parameters such as shoulder width and slope, clear zones, visibility, signs and striping; etc.
- *Assessment* – Assess existing intersections controls and identify options for improved safety and efficiency. Prioritize options using a cost-benefit ratio or similar method. Recommendations should be consistent with GDOT’s *Complete Street Policy*.
- *Modeling* – Where appropriate, provide model simulation of intersection recommendations. The intent is to help with public education of alternative/new traffic controls.
- *Truck Traffic and Freight Movement* – There is a growing hub for truck traffic and freight movement within and around Fairburn, including a CSX Intermodal Facility. Evaluate the impacts of freight movement on the corridor and account for future growth.

Land Use and New Development

The Consultant shall inventory existing land uses along the corridor and account for possible new developments or land uses that may impact traffic, safety or congestion in the future. The data analysis should be based on community Land Use Plans; interviews with local governments, the public, the business communities, ARC data, etc. Low and high growth scenarios may be used. The results of this section should be coordinated with the future growth scenarios established in the Traffic section.

Some new developments and initiatives to be included in the study include:

- *Economics of Higher Density* – There is trend in certain areas of Fayette County and neighboring jurisdictions for higher density. The study should identify probable impacts to traffic and the economy associated with low, moderate and high future densities within the corridor’s “driveshed”.
- *Pinewood Studios* – Future growth scenarios should account for the Pinewood Movie Studios and associated developments (e.g., Pinewood Forrest) in Fayetteville. SR 74 and Sandy Creek are primary routes serving this Development of Regional Impact (DRI).
- *Tyrone Sewer Initiative* – The Town of Tyrone is seeking to expand its sewer capacity through agreement with a neighboring wastewater treatment system. If approved, it could result in increased growth and density around the corridor.
- *GRTA Express Park-n-Ride Lot* – The City of Fairburn and the South Fulton CID have recently completed a concept for a 250 space park-n-ride lot.
- *Fairburn Travel Center and other Freight Dependent Development* – There is a large and growing freight industry in and around Fairburn.

Access Management

The inventory and assessment phase should identify areas along the corridor that may already be successfully managing access and those areas where there are opportunities for better controls. The goal is to develop a program that manages access along the corridor.

- *Existing Policies and Education* – Identify and evaluate existing policies, by jurisdiction, for access management along SR 74. Include in the evaluation GDOT’s *Regulations for*

Driveway and Encroachment Control. This topic is a good example where education may be needed prior to discussion of recommendations so the legal issues and costs of access control are understood by all interested parties.

Overlay Zones

One of the Gateway Coalitions' primary goal of the study is the development and adoption of overlay zones along the corridor that promote a uniform look and feel across the 12 miles from US 29 to SR 54. Subject matter to be considered include zoning setbacks and buffers, landscaping, architectural standards, building heights, billboards, signs, the use of sidewalks and paths, etc.

The Consultant shall use information collected from Tasks 1 and 2, as well as other data analyses, to develop a draft overlay zone for each jurisdiction. The regulations should contain common themes promote the desired consistency noted above.

As part of a previous initiative with ARC, recent studies have been completed (NEED TO IDENTIFY AND MAKE AVAILABLE) to support this effort.

Landscape Standards and Right-of-Way Maintenance

Another goal supported by the Gateway Coalition is for the Corridor to have a “wow” factor for drivers with respect to aesthetics, landscaping, maintenance, trash pick-up, etc. For this study, “landscaping” includes signs, monuments, billboards, plantings, natural areas, etc. Much of the corridor is already maintained to a level of service above minimum GDOT standards by City crews and/or landscaping contractors. How can this be expended across the entire Corridor and are there cost-feasible options for improvement?

- *Inventory* – Inventory and assess existing landscaping features along the corridor and delineate opportunities for improvements. Include a summary of the existing level-of-service provided by each jurisdiction.
- *GDOT ROW* – Discuss what improvements and work are possible within GDOT right-of-way versus private property. What agreements are required for work within the State ROW?

The South Fulton CID recently had an architectural/landscape plan prepared for the I-85 and SR 74 interchange project (REFERENCE REPORT/PLAN). Any landscaping recommendations should be complementary to the Interchange study.

Note the differences and similarities along the corridor and document opportunities to improve consistency.

Multi-Use Trails

One of the hallmarks of Peachtree City is its network of multi-use trails and the use of golf carts as a practical alternative to the automobile for short trips. The path network has expanded into adjacent communities and its popularity for pedestrians, bicycles and golf carts has grown such that it should be accounted for in any transportation project around the City.

Along SR 74, this study should address needs for additional paths, road crossings (at-grade, tunnels, and bridges), and where new lateral connections are needed. At a minimum, the Consultant should:

- Assess existing trails and sidewalks proximate to the corridor.
- Identify the need for future trails and sidewalks, including crossings of SR 74.
- Coordinate work and recommendations with Fayette County's *Master Path Plan* (being developed in parallel with the Corridor Study) and ARC's Bike/Ped program.
- Evaluate GDOT and AASTHO recommendations and requirements for bike lanes, sidewalks and similar infrastructure that must be part of roadway upgrades. Discuss how these standards can be integrated with the multi-use path system.

Draft Recommendations

For this Task the draft recommendations are an unconstrained, wish-list of projects and ideas that either: 1) support the vision statement; 2) received notable public support; 3) satisfy a demonstrated need (existing or future); or 4) address a regulatory requirement. Each draft recommendation should include a brief description and order-of-magnitude cost estimate. Maps and graphics should be used to show location and help describe scope whenever possible.

- *Roadway Projects* – Identify potential roadway projects that address current or future capacity, safety or operational efficiency issues.
- *Access Management* – Develop policy for future control of driveways, new roads and related access management issues. Include regulations pertaining to inter-parcel access and opportunities for a frontage road parallel to SR 74 in select locations. Consider legal and cost implications. Recommendations should be specific to actual existing and proposed land uses along the corridor.
- *Truck Traffic and Freight Movement* – How can the truck and freight industry be best integrated with commuter and passenger car traffic on the corridor and especially around the interchange?
- *Frontage Roads* – Identify the feasibility of placing frontage roads around areas of existing and new development. This is desired to limit curb cuts onto SR 74 and to keep small travel trips off the highway.
- *Overlay Zones* – Describe recommended standards (and incentives) for the corridor.
- *Changes to Comprehensive Plans* – Suggest changes to local Comprehensive Plans that may better align with the conclusions of this study.
- *Welcome Monuments, Wayfinding Signs & Artwork* – Draft guidelines for use and placement of monuments, signs, flags, graphic art, etc.
- *ROW Maintenance* – Recommend a minimum level of service for the corridor for mowing, trash pick-up, cutting limbs, etc.
- *Traditional Landscaping* – Recommend options for plantings that may include flowers, shrubs, understory trees, and shade trees. Consider cost, maintenance and location.
- *Multi-Use Trails* – Recommend trail modifications and expansions to be incorporated with corridor improvements.

- *Pedestrian and Bike Facilities* – Identify required, or recommended, bike and pedestrian improvements along the corridor.

As part of the PIP, the deliverable for Task 3 shall be presented to Stakeholders, the public, elected officials, etc. for comment. This input will be used to prepare the final report, Task 4.

Task 4 – Final Report

The purpose of Task 4 is to use all the data, input, technical analyses, etc. performed and received over the course of the project to develop a list of specific recommendations. Each recommendation should have a concept plan (or draft language if a document), a schedule, a concept-level cost estimate, and discussion of possible funding sources.

For projects that are candidates for Federal Funding, the recommendation and project description should also include a scoping-level review of potential National Environmental Protection Act (NEPA) issues. The intent is for these projects to be “shelf ready” for “PE” phase if funding becomes available through local, state or federal sources.

Potential Federal-Aid projects should also be assessed for compliance with Federal Highway Administration, GDOT and ARC performance measures, including reduced emissions, promotion of alternative modes of transportation, reduction of single occupancy vehicles, safety, regional connectivity, economic development, etc.

The projects and recommendations should be presented by jurisdiction and by timeframe/priority.

EXHIBIT B**BUDGET ESTIMATE**

SR 74 Corridor Study	\$390,000
Federal Funding	\$312,000
Local Match	\$78,000
Total Funding	\$390,000

Exhibit C

**NOTICE OF CONTRACTORS
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACTS OF 1964
AS AMENDED BY THE CIVIL RIGHTS RESTORATION ACT OF 1987
FOR FEDERAL-AID CONTRACTS**

During the performance of this Contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

(1) **Compliance with Regulations:** The Contractor will comply with the Regulations of the U.S. Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The Contractor, with regard to the work performed by it after award and prior to completion of contract work, will not discriminate on the ground of race, color, national origin or sex in the selection and retention of subcontractors including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program, set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in the discrimination prohibited by 23 CFR 200 (b).

(3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, national origin or sex.

(4) **Information and Reports:** The Contractor will provide all information and reports required by the Regulations, to permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the DEPARTMENT, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the DEPARTMENT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,

- (a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The Contractor will include the provision of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the DEPARTMENT or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT D

Revised 7/90

**DRUG-FREE WORKPLACE ACT CERTIFICATE
FOR A PUBLIC OR PRIVATE ENTITY**

1. Fayette County certifies that it will provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about --
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Applicant's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance programs; and,
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant or cooperative agreement be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant of cooperative agreement, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of any criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the Federal agency in writing, within ten calendar days after receiving notice under paragraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every project officer or other designee on whose project activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant or cooperative agreement;

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted --
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

2. The Applicant's headquarters is located at the following address.

Name of Applicant: Fayette County
 Street Address: 140 Stonewall Ave West, Suite 100
 City: Fayetteville
 County: Fayette
 State: Georgia
 Zip Code: 30214

(Signature of Authorized Official)

Board of Commissioners Chairman

(Title of Authorized Official)

Fayette County

(Name of Applicant)

(Date)

EXHIBIT E**CERTIFICATION OF
RESTRICTIONS ON LOBBYING**

I, _____, Board of Commissioners Chairman, hereby certify on behalf of Fayette County that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, an Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By _____
(signature of authorized official)

Chairman _____
(title of authorized official)

Exhibit F

CERTIFICATION FOR STATE REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

Fayette County, as an Applicant for a Federal STP Urban Fund grant or cooperative agreement, certifies to the best of its knowledge and belief, that its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- (2) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- (4) Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.

Where the State is unable to certify to any of the statements in this certification with respect to its principals, the State shall attach an explanation to this proposal.

Fayette County CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEC. ARE APPLICABLE THERETO.

Authorized Official

Board of Commissioners Chairman

Date

Exhibit G

CERTIFICATION OF CONSULTANT

DRUG-FREE WORKPLACE

I hereby certify that I am a principal and duly authorized representative of Fayette County, whose address is 140 Stonewall Avenue, Suite 100, Fayetteville GA, 30214 and it is also certified that:

(1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Work Place Act", have been complied with in full; and

(2) A drug-free workplace will be provided for the consultant's employees during the performance of the contract; and

(3) Each subcontractor, if any, hired by the DESIGNATED AGENCY shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The DESIGNATED AGENCY shall secure from that subcontractor the following written certification:

"As part of the subcontracting agreement with the _____ certifies that a drug free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3", and

(4) It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Date

Board of Commissioners Chairman

Exhibit H

CERTIFICATION OF FAYETTE COUNTY
AND
CERTIFICATION OF THE DEPARTMENT OF TRANSPORTATION

CERTIFICATION OF LOCAL GOVERNMENT

I hereby certify that I am the BOARD OF COMMISSIONERS CHAIRMAN OF FAYETTE COUNTY and duly authorized representative of the City of Smyrna whose address is 140 Stonewall Avenue, Suite 100, Fayetteville GA, 30214, and that neither I nor the entity I here represent has:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above commission to solicit or secure the Agreement.

(b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above commission) any fee, contribution, donation, or consideration of any kind, or in connection with, procuring or carrying out the Agreement; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Georgia Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with the Agreement involving participation of Federal-Aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

(Date)

Board of Commissioners Chairman

CERTIFICATION OF DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

I hereby certify that I am the COMMISSIONER of the Department of Transportation of the State of Georgia, and that the above Planning Commission or its representative has not been required, directly, or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished the Federal Highway Administration, U. S. Department of Transportation, in connection with this Agreement involving participation of Federal-Aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

(Date)

Commissioner

APPENDIX I--GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Name of Contracting Entity: _____

Contract No. and Name: _____

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or entity which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation within five (5) business days after any subcontractor is retained to perform such service.

E-Verify / Company Identification Number_____
Signature of Authorized Officer or Agent_____
Date of Authorization_____
Printed Name of Authorized Officer or Agent_____
Title of Authorized Officer or Agent_____
Date

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 201__

Notary Public

[NOTARY SEAL]

My Commission Expires: _____

COUNTY AGENDA REQUEST

Page 66 of 107

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval of the 2017 Water Committee's meeting schedule.

Background/History/Details:

The Water Committee meets every 2nd and 4th Wednesday of the month. In the past the meeting schedule has been approved by the Board of Commissioners and then posted for the public.

What action are you seeking from the Board of Commissioners?

Approval of the 2017 Water Committee's meeting schedule.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:



To: Water Committee
From: Lisa Speegle
Date: December 14, 2016
Subject: Meeting schedule for 2017

Following are the dates for Water Committee meetings for 2017.

January 11	January 25
February 8	February 22
March 8	March 22
April 12	April 26
May 10	May 24
June 14	June 28
July 12	July 26
August 9	August 23
September 13	September 27
October 11	October 25
November 8	November 22 - Cancel
December 13	December 27 - Cancel

COUNTY AGENDA REQUEST

Page 68 of 107

Department: Clerk

Presenter(s): Tameca P. White

Meeting Date: Thursday, January 12, 2017

Type of Request: Consent #9

Wording for the Agenda:

Approval of the January 5, 2017 Special Called Organizational Meeting Minutes.

Background/History/Details:

Due to the time frame of this meeting, the minutes of the January 5, 2017 Special Called Organization Meeting was not available at the time that this agenda package was made available to the public.

The minutes are forthcoming and will be made available prior to the January 12, 2017 BOC meeting.

What action are you seeking from the Board of Commissioners?

Approval of the January 5, 2017 Special Called Organizational Meeting Minutes.

If this item requires funding, please describe:

Has this request been considered within the past two years? No

If so, when?

Is Audio-Visual Equipment Required for this Request? No

Backup Provided with Request? Yes

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

Approved by Finance Not Applicable

Reviewed by Legal

Approved by Purchasing Not Applicable

County Clerk's Approval Yes

Administrator's Approval

Staff Notes:

COUNTY AGENDA REQUEST

Page 69 of 107

Department: Clerk

Presenter(s): Tameca P. White

Meeting Date: Thursday, January 12, 2017

Type of Request: Consent #10

Wording for the Agenda:

Approval of the January 6, 2017 Special Called 2017 Special Purpose Local Option Sales Tax (SPLOST) Meeting Minutes.

Background/History/Details:

Due to the time frame of this meeting, the minutes of the January 6, 2017 Special Called 2017 Special Purpose Local Option Sales Tax (SPLOST) Meeting was not available at the time that this agenda package was made available to the public.

The minutes are forthcoming and will be made available prior to the January 12, 2017 BOC meeting.

What action are you seeking from the Board of Commissioners?

Approval of the January 6, 2017 Special Called 2017 Special Purpose Local Option Sales Tax (SPLOST) Meeting Minutes.

If this item requires funding, please describe:

Has this request been considered within the past two years? No

If so, when?

Is Audio-Visual Equipment Required for this Request? No

Backup Provided with Request? Yes

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

Approved by Finance Not Applicable

Reviewed by Legal

Approved by Purchasing Not Applicable

County Clerk's Approval Yes

Administrator's Approval

Staff Notes:

COUNTY AGENDA REQUEST

Page 70 of 107

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of a recommendation of the Selection Committee comprised of Commissioner David Barlow and Commissioner Charles Rousseau to re-appoint Sam Burch to the Board of Assessor position to serve a term beginning January 1, 2017 and expiring December 21, 2022.

Background/History/Details:

The Board of Assessors is comprised of three county citizens who are appointed to six-year terms each. Board members must be 21 years old, must be a resident of Fayette County, must have a high school or equivalent diploma, must have at least one year of experience in appraisal related work, and must complete an assessor examination administered by the State Revenue Commissioner. Members must complete 40 hours of training prior to or within 180 days of appointment.

Mr. Burch's previous term expired on December 31, 2016. The Selection Committee is recommending that Mr. Burch be re-appointed to the Board of Assessor's.

What action are you seeking from the Board of Commissioners?

Approval of a recommendation of the Selection Committee comprised of Commissioner David Barlow and Commissioner Charles Rousseau to re-appoint Sam Burch to the Board of Assessor position to serve a term beginning January 1, 2017 and expiring December 21, 2022.

If this item requires funding, please describe:

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

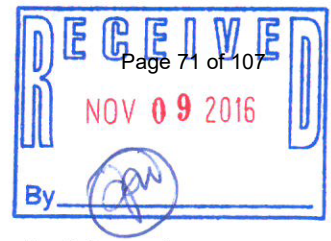
Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

10:30 am



APPLICATION FOR APPOINTMENT
Fayette County Board of Tax Assessors

Fayette County's Board of Assessors was established by state law to determine the fair market value of all real and personal property in the county for property tax purposes based on uniform and fair mass appraisal practices.

Fayette County's Board of Assessors is comprised of three county citizens who are appointed to six-year terms each. Board members must be 21 years old, must be a resident of Fayette County, must have a high school or equivalent diploma, must have at least one year of experience in appraisal related work, and must complete an assessor examination administered by the State Revenue Commissioner. Members must complete 40 hours of training prior to or within 180 days of appointment. Additionally, members must complete at least 40 hours of approved appraisal courses provided during each two years of his or her term. No member of a County Board of Tax Assessors shall be eligible to hold any state, county, or municipal office during the time he or she holds such office. Compensation for this position is \$22.05 per hour.

The Fayette County Board of Commissioners would like to inform all interested and qualified Fayette County residents of one (1) position available on Fayette County's Board of Tax Assessors. The available term will begin on January 1, 2016 and will expire on December 31, 2022.

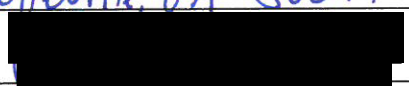
Please take a few minutes to complete the form and answer the questions below and return it with a resume, if available, to Floyd Jones, County Clerk, 140 Stonewall Avenue, West, Suite 100, Fayetteville, GA 30214 no later than 5:00 p.m. on Friday, November 11, 2016.

If you have any questions, please call (770) 305-5102.


NOTE: Information provided on this form is subject to disclosure as a public record under Georgia Open Records Law.

NAME J. Sam Burch

ADDRESS 175 Stonewall Ave W
Fayetteville, GA 30214

TELEPHONE (day) 

(evening) 

(email address) 


Signature

11-9-16
Date

1. How long have you been a resident of Fayette County?
58 Years. I am a lifelong resident of Fayette County.
2. Why are you interested in serving on the Fayette County Board of Tax Assessors?
I have been serving on the Board for 17 years and want to continue to serve and give back to my community.
3. What qualifications and experience do you possess for appointment to the Board of Tax Assessors?
I have been professionally appraising real estate in the southern crescent area of Atlanta for over 30 years. I am a certified residential appraiser and also held the SRA designation (now retired) from the Appraisal Institute.
4. List your recent employment experiences to include name of company and position.
See attached Resume.
5. Do you have any past experience relating to the Board of Tax Assessors? If so, please describe.
Yes, I have served on the Board for 17 years.
6. Are you currently serving on a commission/board/authority or in an elected capacity with any government?
Yes, I serve on the Fayetteville Downtown Development Authority
7. Have you attended any Board of Tax Assessors meetings in the past two years and, if so, how many?
Yes, I have attended the majority of the meetings during my terms on the Board.
8. Are you willing to attend seminars or continuing education classes at county expense?
Yes
9. What is your vision of the county's future related to the duties of the Board of Tax Assessors?
I continue to believe that properties should be appraised fairly and equitably, based on market sales and other sources available. The Tax Assessors Office has done an exceptional job carrying out the duties required. I would like to see this continue as the county grows and changes.
10. Would there be any possible conflict of interest between your employment or your family and you serving on the Board of Tax Assessors?
No
11. Are you in any way related to a County Elected Official or County employee? If so, please describe.
No
12. Describe your current community involvement.
I am passionate about my community; my extended family still lives here after 8 generations. Besides my official positions, I make a point to stay informed, boost pride in the county's assets by working hard to make our community better and serving its citizens.
13. Have you been provided a copy of the county's Ethics Ordinance?
Yes
14. Is there any reason you would not be able to comply with the Ethics Ordinance?
No

J. Sam Burch
175 Stonewall Ave. West
Fayetteville, Georgia 30214
Cell [REDACTED] Business (770) 461-5484

EXPERIENCE

January 2011
To Present

J. Sam's Barbershop

Fayetteville, GA & Lafayette, AL

Position: Owner /Master Barber-full time

Own two state licensed barbershops and provide barbering services to local clientele.

January 1990
To Present

J. Sam Burch & Associates

Position: Owner

Own/manage appraisal practice with a primary emphasis on appraisal of single family dwellings in the south metropolitan Atlanta area. Appraisal experience includes single family (both proposed and existing), 2-4 family, condominiums, and vacant residential lots. Accept assignments primarily from third party relocation companies, FNMA (REO), and estate settlement. State of Georgia Certified Residential Real Estate Appraiser #557.

February 1985
January 1990

J. M. Snowden, SRA

Position: Appraiser Associate

Responsible for appraisal of single family dwellings which included all field work and inspections, analysis of neighborhood data, site valuation, and analysis of all three approaches to value.

August 1982
February 1985

The Citizens & Southern National Bank

Position: Assistant Branch Manager, Fayetteville

Responsible for the general operation of the branch, including teller and customer service supervision, consumer lending and commercial lending. Formerly Marketing and Business Development Officer with the Fayette State Bank. Became assistant branch manager of C&S Fayetteville after acquisition by C&S.

August 1980
July 1982

Farmers & Merchants Bank

Position: Loan Officer

Major responsibility was consumer lending. Responsible for inspection and disbursement of funds on all construction loans. Other related duties included construction and commercial lending. Responsible for supervision of loan department of six. Directed and packaged FDIC application for approval of a new branch bank.

EDUCATION

2011 West GA Technical College

Certificate Master Barber Program

1980 Graduate of Georgia College in Milledgeville, GA

Bachelor of Business Administration with major in Management

PROFESSIONAL
MEMBERSHIPS

Appraisal Institute, Senior Residential Appraiser (SRA) 1988-2014

ASSOCIATION
MEMBERSHIPS

Current member Fayette County Board of Tax Assessors

Current member Board of Directors City of Fayetteville Downtown Development Authority

Past member Fayette Business Association. President 1990-91.

PERSONAL DATA AND REFERENCES WILL BE FURNISHED UPON REQUEST

COUNTY AGENDA REQUEST

Page 74 of 107

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

General information and discussion of the proposed 2017 SPLOST projects in the unincorporated county including information on the education and outreach plans.

Background/History/Details:

On January 6, 2017 the Board of Commissioners approved a list of SPLOST projects to be considered in a referendum to Fayette County residents on March 21, 2017. This overview provides details on the County's specific projects listed in the proposed 2017 SPLOST book distributed to the Board of Commissioners. Staff from 911, Fire and EMS, Public Works and Environmental Management will each present their departments specific information.

During this overview the Geographic Information System (GIS) SPLOST map will be used by staff to demonstrate this on-line education tool. This GIS SPLOST map is a collaboration between the County and the municipalities that references all the SPLOST projects throughout the County plus provides details about each specific project by clicking on the map at the project location.

What action are you seeking from the Board of Commissioners?

Ask questions.

If this item requires funding, please describe:

Not at this time.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

As directed by County Manager in 12/19/16 meeting. This is a SPLOST briefing of all 2017 proposed projects.

2017 SPLOST EDUCATION AND OUTREACH

DATE	VENUE	LOCATION	TIME	ATTENDING EXPERT(s)
Friday, December 09, 2016	Fayette Visioning Summit	201 Aberdeen Parkway	7:30 a.m. - 9:30 a.m.	DONE - Great job!
Friday, January 06, 2017	COC Governmental Affairs Pancakes and Policy	600 West Lanier Avenue, Suite 205	7:15 a.m. - 9:00 a.m.	ALL
	Basketball Game			
Tuesday, January 10, 2017	Fayette County VS Starr's Mill HS JV	Fayetteville, GA 30214	4:30 p.m. - 6:30 p.m.	County, Fayetteville, PTC
Tuesday, January 10, 2017	Recreation Assoc President's Annual Mtg.	Parks and Rec	6:30 p.m. (only 5 min)	County, Fayetteville
	Basketball Game			
Tuesday, January 17, 2017	McIntosh HS VS Whitewater HS VG & VB	Whitewater High School	5:30 p.m. - 7:30 p.m.	County, PTC, Fayetteville
	Basketball Game			
Friday, January 20, 2017	Starr's Mill HS VS McIntosh HS JVG & JVB	McIntosh High School	4:30 p.m. - 6:30 p.m.	County, PTC, Fayetteville
	SPLOST Field Trip	Bus leaves from County Administration		County, County
Saturday, January 21, 2017	(call 770-305-5410 to sign-up)	Bldg., 140 Stonewall Ave., Fayetteville	10:00 a.m. - 1 p.m.	Commissioner Rousseau
	Basketball Game			
Tuesday, January 24, 2017	McIntosh HS VS Fayette County HS	Fayette County High School	5:30 p.m. - 7:30 p.m.	County, PTC, Fayetteville
	Basketball Game			
Tuesday, January 31, 2017	Fayette County HS VS Whitewater HS VB & VG	Whitewater High School	4:30 p.m. & 6:00 p.m.	County, Fayetteville
Tuesday, February 7, 2017 - Friday, February 10, 2017	5AAAAA Region Basketball Tournament@ Starr's Mill	Starr's Mill High School	TBD	County, Fayetteville, PTC
Tuesday, February 21, 2017	open	Fayette County Schools Winter Break		
Thursday, February 23, 2017	Business After Hours Meeting	Randolph Williamson, PTC	5:30-7:00	County, Fayetteville, PTC, Tyrone
	SPLOST Field Trip	Bus leaves from County Administration		County, County
Saturday, February 25, 2017	(call 770-305-5410 to reserve seat)	Bldg., 140 Stonewall Ave., Fayetteville	10:00 a.m. - 1 p.m.	Commissioner Rousseau
Monday, February 27, 2017	Early Voting Begins			
Thursday, March 02, 2017	Town of Tyrone Council Meeting	Town Hall, 881 Senoia Road, Tyrone	6:30 p.m. - 7:00 p.m.	County, Tyrone
Wednesday, March 08, 2017	COC B2B Luncheon	600 West Lanier Avenue, Suite 205	11:30 a.m. - 1:00 p.m.	County, Tyrone, PTC
Tuesday, March 14, 2017	TBD			
Tuesday, March 21, 2017	VOTE	VOTE	VOTE	

COUNTY AGENDA REQUEST

Page 76 of 107

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of staff's recommendation to approve Contract #1232-N with AT&T for MegaLink telecommunication circuits, totaling \$131,196.00 over the next 29 months.

Background/History/Details:

The county contracts with AT&T to provide MegaLink circuits between the hub at the 911 Communications Center and the six radio towers leased by the county. It is time to renew the contract for this service. AT&T normally requires a 36 month commitment. In order to have the contract coincide with the county's fiscal year, AT&T agreed to have the contract terminate on June 30, 2019 which is 29 months. The locations of the radio towers, and the proposed new monthly price, are as follows:

101 Railroad Ave, Brooks	\$1,020.00	*increase of \$306.00 due to expiring new-customer promotion at this location.
365 Swanson Road, Tyrone	750.00	
431 Porter Road	748.00	
1479 Highway 54 West	510.00	
153 Willowbend Road	614.50	
New Total Monthly Charge	\$4,524.00	*expiring contract \$4,252.00

What action are you seeking from the Board of Commissioners?

Approval of staff's recommendation to approve Contract #1232-N with AT&T for MegaLink telecommunication circuits, totaling \$131,196.00 over the next 29 months.

If this item requires funding, please describe:

Funds for the FY 2017 portion of costs are in the 911 System budget: Fund 215, Org. Code 21530800, Object 523200 (AT&T)

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

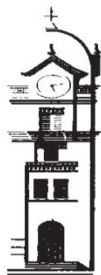
Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:



PURCHASING DEPARTMENT
140 STONEWALL AVENUE WEST, STE 204
FAYETTEVILLE, GEORGIA 30214
PHONE: 770-305-5420
www.fayettecountyga.gov

To: Steve Rapson

From: Ted L. Burgess

Date: January 12, 2017

Subject: Contract #1232-N: AT&T MegaLink

The county contracts with AT&T to provide MegaLink circuits between the hub at the 911 Communications Center and the six radio towers leased by the county. It is time to renew the contract for this service. AT&T's standard policy is to require a 36 month commitment. In order to have the contract coincide with the county's fiscal year, AT&T agreed to have the contract terminate on June 30, 2019 which is 29 months. The locations of the radio towers, the current monthly price charged for each circuit, and the proposed new monthly price, are as follows:

<u>Location</u>	<u>Monthly Charge</u>	
	<u>Expiring Contract</u>	<u>Proposed Contract</u>
101 Railroad Avenue, Brooks	\$714.00	\$1,020.00
365 Swanson Road, Tyrone	750.50	750.50
431 Porter Road, Fayetteville	748.00	748.00
1479 Highway 92 North, Fayetteville	881.00	881.00
1305 Highway 54 West, Fayetteville	510.00	510.00
153 Willowbend Road, Peachtree City	<u>648.50</u>	<u>614.50</u>
	\$4,252.00	\$4,524.00

The increase in the Railroad Avenue circuit is due to a new-customer promotion for that location expiring.

Specifics of the contract are as follows:

Contract Name	1232-N: AT&T MegaLink	
Type of Contract	Three-year service agreement	
Vendor	AT&T Georgia	
Contract Amount	\$22,620.00 in FY 2017; Total of \$131,196.00 thru 6/30/2019	
Budget:		
Fund	215	911 System
Org. Code	21530800	911 System
Object	523200	AT&T – Bell South
Project	NA	M&O Budget
Available Balance	\$62,303.78 for FY 2017 as of 1/4/2017	

COUNTY AGENDA REQUEST

Page 78 of 107

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of the Water Systems' request to upgrade its water bill remittance processor system by issuance of a sole source contract with the single provider of the complete system, Creditron, in the amount of \$91,090.00 and to issue an annual maintenance agreement with Opex after the 30-day equipment warranty period in the amount of \$9,480.90 for a total of \$100,570.90.

Background/History/Details:

This is a key piece of equipment for the timely and accurate account of water bill payments and deposits. The current NCR remittance system has been in operation since March 3, 2009. The current system is now discontinued and some of the parts are no longer available. The Water System currently operates 3 different pieces of equipment to complete payment processing, payment posting and electronic bank deposits. The upgraded remittance system will be one unit, which will eliminate using 3 pieces of equipment, automate processing, posting payments and electronic bank deposits. The upgraded remittance system includes hardware and software to open envelopes, read payment stubs, read checks, encode checks, endorse checks, sort payments, capture upload data, capture check and bill stub images, prepare an electronic bank file for electronic bank deposits, prepare billing interface posting files for upload to Munis software, archive stub and check images. The upgrade also includes upgrading our current image archive software to eliminate paper filing and speed up image research.

This price includes the current operating software upgrade and maintenance.

What action are you seeking from the Board of Commissioners?

Approval of the Water Systems' request to upgrade its water bill remittance processor system by issuance of a sole source contract with the single provider of the complete system, Creditron, in the amount of \$91,090.00 and to issue an annual maintenance agreement with Opex after the 30-day equipment warranty period in the amount of \$9,480.90 for a total of \$100,570.90.

If this item requires funding, please describe:

This item was budgeted in Fiscal Year 2017 in the Water System budget account 50541010-542530 Business/Comm. Machines, 50541010-54210 and 50541010-522236 Software & Software Maintenance.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

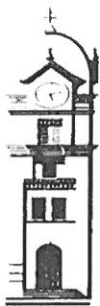
Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:



Fayette
COUNTY

"WHERE QUALITY
IS A LIFESTYLE"

PURCHASING DEPARTMENT
140 STONEWALL AVENUE WEST, STE 204
FAYETTEVILLE, GEORGIA 30214
PHONE: 770-305-5420
www.fayettecountyga.gov

To: Steve Rapson

From: Ted L. Burgess

Date: January 12, 2017

Subject: Contract 1164-N: Water Bill Remittance Processor

The Water System requests the upgrade of its water bill remittance processor system by issuance of a sole-source contract with the single provider of the complete system.

Water System customer bills are created by Munis. Water System staff mail the bills to the customers. While there are various ways for customers to pay water bills (e.g. online, automatic bank draft, or drop box), an average of 12,000 customers mail a paper check each month, along with the specified portion of the bill, to the Water System. Staff uses a Creditron remittance-processing system to open the envelopes, record the payments, and create an electronic file for submission to Wells Fargo Bank, where the remittances are deposited in the county's account. Remittance-processing software interfaces with Munis, but is not a part of Munis.

Three pieces of hardware are currently used in remittance processing:

1. The Opex mail opening machine opens the envelopes, as the name suggests (Attachment 1).
2. After envelopes are opened, the remittances are processed through the second machine (Attachment 2). This machine scans and processes payments, and builds an electronic file to update customer account information.
3. Staff scans customers' checks – front and back – using a separate scanner (Attachment 3). This is to build the electronic files necessary to remit collections to Wells Fargo Bank, so they can be deposited in the county's account.

Previously, two companies made this *hardware* – Opex and NCR. NCR has discontinued this product, leaving Opex as the sole hardware provider. One firm – Creditron – produces the *software* needed for the entire operation. Other firms produce software that will perform segments of the process, but not from beginning to end. Using software from multiple companies would introduce the probability of software incompatibility, increase the number of vendors that provide support and charge annual

support fees, and increase the likelihood of disputes as to who is responsible for repairs, malfunctions, or other problems.

In conducting due diligence, and to ascertain that there were not suitable alternative products available, the Purchasing Department issued Request for Proposals (RFP) #1164-P to invite proposals for water bill remittance processing hardware and software. The Department emailed notices of the opportunity to 12 qualified companies. An additional 108 vendors were notified through the Internet-based Georgia Procurement Registry. Invitations were extended via the Fayette News, the county website, Georgia Local Government Access Marketplace (www.glga.org), and Channel 23.

Only representatives from the hardware maker (Opex Corporation) and two software firms (Creditron and Wausau Financial Systems, Inc.) attended a mandatory pre-proposal conference on October 20, 2016. Opex did not submit a proposal; however, the two software firms submitted proposals, as follows:

- **Creditron:** This company presented a proposal that included both their Creditron software and Opex hardware, including everything the Water System needs under a single procurement.
- **Wausau Financial Systems, Inc.:** This firm's proposal covered only the scanning operation for creating electronic banking files. It did not provide mail opening, sorting, and other necessary features.

In their response to the RFP, Creditron had proposed to provide the system, including both the Opex hardware and Creditron software, for a total of \$100,194.50 (excluding annual maintenance fees). However, their pricing policy would allow them to sell us a new system as an *upgrade* since we are existing customers, for \$82,215.00. This would mean an additional discount of \$17,979.50 (18%). The full price of the upgrade, including maintenance contracts on the hardware and software, would be as follows:

	Opex Hardware	Creditron Software	Total
FIRST YEAR COSTS: CREDITRON			
Listed Price	\$68,715.00	\$49,000.00	\$117,715.00
Discount	<u>(5,500.00)</u>	<u>(30,000.00)</u>	<u>(35,500.00)</u>
Net Initial Price	\$63,215.00	\$19,000.00	\$82,215.00
Maintenance	<u>0.00</u>	<u>8,875.00</u>	<u>8,875.00</u>
Total 1 st Year Creditron	<u>\$63,215.00</u>	<u>\$27,850.00</u>	<u>\$91,090.00</u>

FIRST YEAR: OPEX (Separate Contract)

Mail-Opener Maintenance (After 30 day Warranty) \$9,480.90

ON-GOING COSTS (After the Initial Year)

Creditron Maintenance - Pay to Creditron \$8,875.00

Opex Maintenance – Pay to Opex (Separate Contract) 9,480.90

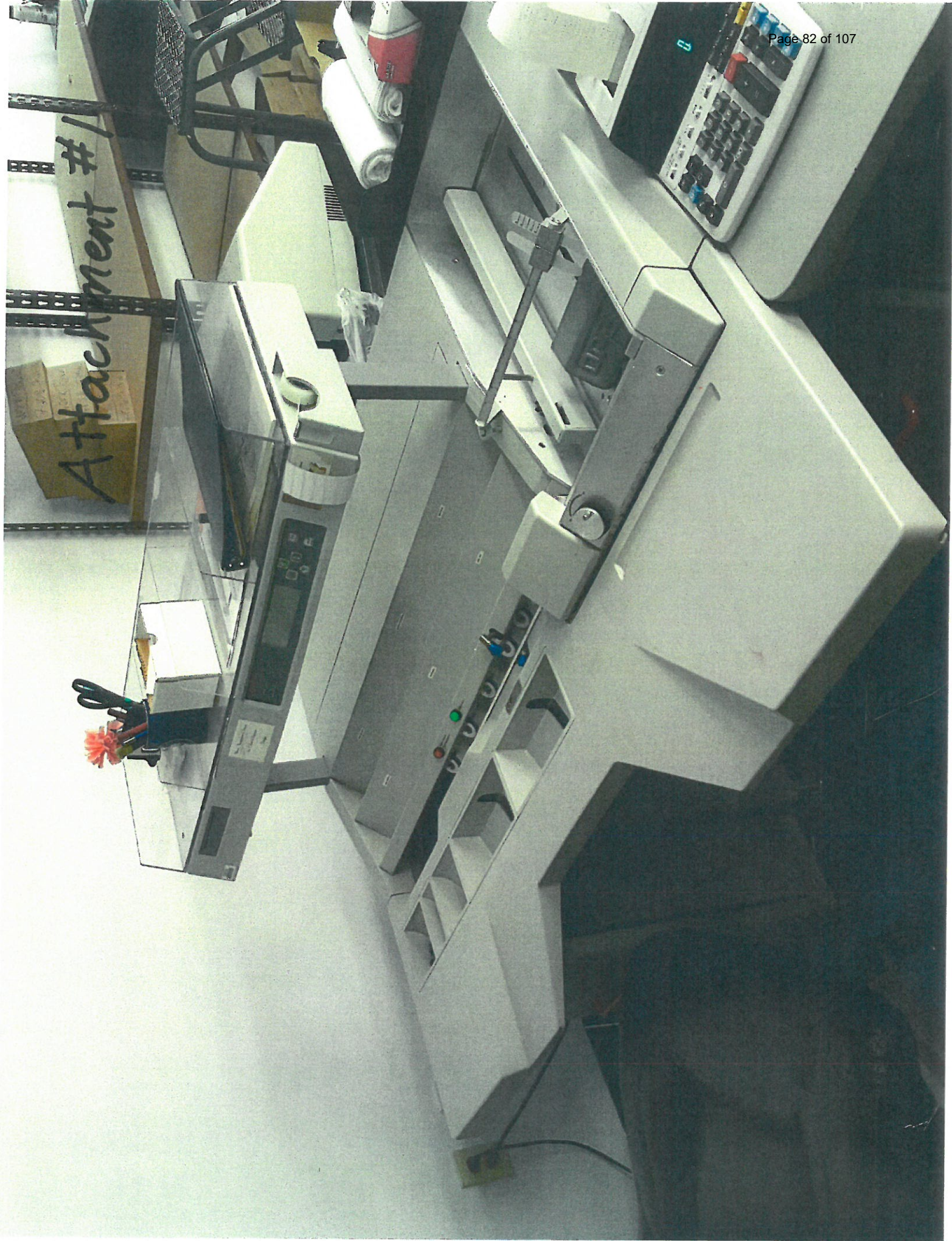
The Water System recommends purchase of the upgrade package.

Specifics of the proposed contract are as follows:

Contract Name	1164-N: Water Bill Remittance Processor
Type of Contract	Upgrade of existing system (sole source)
Vendor	Creditron, Inc.
Amount	
Hardware & Software	\$91,090.00 One-time expense
Hardware annual maint.	9,480.90 Per year – paid to Opex
Software annual maint.	8,875.00 Per year – paid to Creditron

Budget:

		FY 2017
		<u>Budget</u>
HARDWARE BUDGET		
Replacement: 50541010 542530		\$52,530.00
SOFTWARE BUDGET		
Replacement: 50541010 542410		39,400.00
Maintenance: 50541010 522236		<u>8,875.00</u>
TOTAL BUDGETED		<u>\$100,805.00</u>



Attachment #2



Attachment #3



COUNTY AGENDA REQUEST

Page 85 of 107

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of the County Attorney's recommendation to approve an amended agreement between Fayette County and the Town of Woolsey for municipal court services.

Background/History/Details:

The original municipal court agreement with the Town of Woolsey was entered into in 2004 and first amended in 2009.

Language from the original agreement has been incorporated that should be consistent with the expectations of both parties. The agreement is set up to renew for one-year terms every year, unless there is a desire to terminate by either party. It is deemed prudent to reaffirm the Agreement whenever a new Judge or new Solicitor General is appointed.

A redline version of the proposed agreement is provided as backup.

What action are you seeking from the Board of Commissioners?

Approval of the County Attorney's recommendation to approval an amended agreement between Fayette County and the Town of Woolsey for municipal court services.

If this item requires funding, please describe:

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

STATE OF GEORGIA

COUNTY OF FAYETTE

**AGREEMENT FOR FAYETTE COUNTY TO PROVIDE
MUNICIPAL COURT SERVICES FOR THE TOWN OF WOOLSEY**

THIS ~~agreement~~Agreement for Fayette County to Provide Municipal Court Services for the Town of Woolsey (the "Agreement") made and entered into this ____ day of _____, ~~2016~~2017, by and between Fayette County, Georgia, a political subdivision of the State of Georgia acting by and through its duly elected Board of Commissioners, sometimes hereinafter referred to as the "County" and the Town of Woolsey, Georgia, a municipal corporation of the State of Georgia acting by and through its duly elected Mayor and Council, sometimes hereinafter referred to as the "Town," both the County and the Town sometimes referred to as "Party," or collectively referred to as the "Parties,"

W I T N E S S E T H:

WHEREAS, the County has determined that it is in the best interests of the health, safety and general welfare of its citizens to have the State Court ~~judge~~Judge of Fayette County, hereinafter the "State Court Judge," serve as the ~~municipal~~Municipal court~~Court judge~~Judge of the Town ~~of Woolsey, and to have the State Court Solicitor General of Fayette County,~~ hereinafter the "State Court Solicitor General," serve as the Solicitor for the Municipal Court of the Town; and

WHEREAS, the Town has determined that it is also in the best interests of ~~its citizens'~~ the health, safety, and general welfare of its citizens to have the State Court ~~judge~~Judge of ~~Fayette County~~ serve as the ~~municipal~~Municipal court~~Court judge~~Judge for the Town ~~of~~

~~Woolsey and to have the State Court Solicitor General serve as the Solicitor for the Municipal Court of the Town; and~~

WHEREAS, ~~the~~ Town has enacted ordinances as law, ~~hereinafter the “Code,”~~ for the purpose of defining, controlling and preventing unlawful acts within the Town, ~~and the Town is authorized to enforce the Code in the Municipal Court of the Town; and~~

WHEREAS, ~~the~~ County and ~~the~~ Town desire to appoint the State Court ~~of Fayette County Judge and Solicitor of such Court to sit, respectively,~~ as the ~~municipal~~ Municipal court ~~Court judge~~ Judge and ~~solicitor~~ for ~~the~~ Town; and

~~WHEREAS, the County and the Town desire to appoint the State Court Solicitor General as the Solicitor for the Municipal Court of the Town; and~~

WHEREAS, this Agreement is being executed under the authority of, and in accordance with, O.C.G.A. § 15-7-80, *et seq.*, ~~which allows the County to contract with the Town to provide municipal court services for the Town.~~

NOW, THEREFORE, for and in consideration of the mutual promises ~~and~~ and benefits exchanged under this Agreement, ~~and for other good and valuable consideration,~~ the receipt and sufficiency of which ~~is~~ are hereby acknowledged, it is hereby agreed as follows:

RELATIONSHIPS

The County ~~is hereby designated as the agent of the Town for purposes of enforcing the Town of Woolsey Code of Ordinances, hereinafter referred to as the “Code”, pertaining to conduct affecting the general health, safety and welfare within the incorporated boundaries of the Town shall furnish municipal court services to the Town through the officers, employees, and facilities of the State Court of Fayette County, hereinafter referred to as the “State Court.”.~~

SERVICES AND CONSIDERATION

- I. In accordance with this Agreement, the County shall hereafter:
- a) Employ, train, and supervise all personnel necessary for performance of this Agreement.
 - b) Agree that prosecution of all citations ~~issued as a result of this Agreement~~ shall commence, proceed and, for all purposes, be adjudicated at the location of the State Court ~~of Fayette County~~, or wherever the Municipal Court Judge of the Town thereof, ~~sitting as the Municipal Court of Woolsey~~, may determine is appropriate.
- II. In accordance with this Agreement, the Town shall hereafter:
- a) Encourage cooperation between citizens of the Town and the County employees, officials, and associated persons and entities with regard to this Agreement and services rendered hereunder.
 - b) Cooperate with the County ~~County's~~ efforts to render all services under this Agreement.
 - c) Appoint the State Court Solicitor General ~~for the State of Fayette County~~ to act as ~~prosecutor~~ Solicitor of the Municipal Court of ~~Woolsey~~ the Town and to prosecute all violators cited under ~~Town ordinances~~ the Code. The Town further agrees that any and all such prosecutions shall commence, proceed and, for all purposes, be adjudicated only by the Municipal Court Judge of the ~~State Court of Fayette County~~, ~~sitting as Judge of the Municipal Court of Woolsey~~ Town.
 - d) Appoint the ~~Solicitor for the State Court of Fayette County~~ Judge to act as Municipal Court ~~Solicitor~~ Judge in the prosecutions of all violators cited under ~~such ordinances~~ the Code.

TERMINATION

- I. This Agreement may be terminated at will by either ~~party~~Party upon ninety (90) days' prior written notice to the other ~~party~~Party.
- II. This Agreement may be terminated by a non-breaching party for material breach of the provisions hereof upon thirty (30) days' written notice by the non-breaching party to the breaching party.

TERM

- I. The County and the Town further agree that the County may begin providing the services described herein immediately upon the execution of this Agreement. This Agreement shall terminate on December 31, 2017. Thereafter, the Agreement shall automatically renew each year for a one-year term beginning January 1 of each succeeding year unless either ~~party~~Party gives the other written notice at least sixty (60) days prior to the ~~termination date~~end of the then current term.
- II. The State Court Judge and State Court Solicitor General, while not parties to this Agreement, hereby consent to allowing the State Court to act as the Municipal Court for the Town for the limited purposes set forth in this Agreement. Their consent is evidenced by the setting of their hands and seals on this Agreement, along with the Parties to this Agreement. This Agreement shall terminate absolutely and with no further obligation on the part of any ~~party~~Party upon the expiration of the term of office for the ~~current~~ State Court ~~Judge's~~ Judge and the State Court Solicitor General~~office~~. This Agreement shall automatically renew upon the commencement of a subsequent term of office ~~respective re-elections of for~~ the ~~current~~ State Court Judge and ~~the~~current State Court Solicitor, unless ~~the current holder of~~ either ~~such office~~the State Court Judge or the State Court

Solicitor General notifies the ~~other parties~~ Parties prior to December 31 of the election year ~~of his re-election~~ that ~~he~~ the State Court Judge or the State Court Solicitor General ~~wishes~~ desires to terminate this Agreement.

III. If a new State Court Judge or State Court Solicitor General assumes the respective office due to an election, or for any other reason, the new State Court Judge and/or State Court Solicitor General must consent to this Agreement for the Agreement to continue in force. Such consent may be evidenced by an addendum to the Agreement signifying such consent. The consent by the State Court Judge and/or State Court Solicitor General, as applicable, should be provided on or before January 31 of the term of the new State Court Judge and/or State Court Solicitor General.

APPOINTMENT OF MUNICIPAL COURT JUDGE AND STAFF

- I. The State Court Judge ~~of the State Court of Fayette County~~ is hereby appointed to preside as the ~~Town's~~ Municipal Court Judge of the Town with respect to cases regarding the Code.
- II. The Municipal Court Judge of the ~~State Court of Fayette County~~ Town is authorized to conduct municipal court sessions regarding the ~~Town's ordinances~~ Code at the Fayette County Justice Center, or any other place the Municipal Court Judge of the ~~State Court of Fayette County~~ Town determines is appropriate. The County shall furnish municipal court services referenced herein to the Town through the officers, employees, and facilities of the State Court ~~of Fayette County~~.
- III. The Town hereby appoints the State Court Solicitor General ~~for the State Court of Fayette County~~ to prosecute all violators cited under ~~its ordinances~~ the Code. The Town further agrees that any and all such prosecutions shall commence, proceed and, for all

purposes, be adjudicated only at the location determined by the Municipal Court Judge of the ~~State Court of Fayette County sitting as the Municipal Court of Woolsey Town~~.

CITATIONS AND FINES

- I. The County hereby agrees that all citations ~~issued as a result of this Agreement for violations of the Code~~ shall commence, proceed and, for all purposes, be adjudicated by the Municipal Court Judge of the ~~State Court of Fayette County sitting as the Municipal Court of Woolsey Town~~.
- II. The Town hereby agrees that all fines and any other fee(s) collected which are related to any adjudication of any citation issued pursuant to the Code and heard before the Municipal Court Judge of the ~~State Court of Fayette County, Georgia, sitting as the Municipal Court of Woolsey Town~~, shall be remitted to the ~~State Court of Fayette County~~ treasury consistent with state law. ~~Said court shall thereafter remit these monies to the County of Fayette to defray the costs of enforcement and adjudication of Code citations and similar services rendered pursuant to this Agreement.~~

SEVERABILITY

Should any provision of this Agreement ~~or application thereof to any person or circumstance be held invalid or unenforceable~~ unconstitutional by a court of competent jurisdiction, the remainder of this Agreement ~~or the application of such provision to any person or circumstance, other than those to which it is held invalid or unenforceable~~, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

VENUE

Any dispute which may arise under or as a result of this Agreement and/or the performance hereof shall be resolved in a court of competent jurisdiction in Fayette County, Georgia, ~~or arbitration consented to by all parties.~~

ENTIRE AGREEMENT

This Agreement and all addenda hereto shall constitute the entire Agreement between the ~~parties~~Parties relative to its subject matter. This Agreement supersedes and replaces any and all previous agreements between the County and the Town as to the same subject matter.

MODIFICATOIN

No modification or addition to this Agreement shall be binding upon any ~~party~~Party hereto unless said modification or addition is evidenced in a writing executed by all ~~parties~~Parties hereto and ~~approved~~consented to by the State Court Judge ~~of the State Court of Fayette County~~and the State Court Solicitor General.

EFFECTIVE DATE

This Agreement shall become effective upon its approval of the County, ~~and~~ the Town and the consent of the State Court Judge ~~of the State Court of Fayette County~~and the State Court Solicitor General, and shall be entered in the official minutes of the Town and County governing authorities.

IN WITNESS WHEREOF, the ~~parties~~Parties hereto have set their hands and seals the date first above written.

BOARD OF COMMISSIONERS OF
FAYETTE COUNTY, GEORGIA

(SEAL)

By: _____

~~Hon. Charles Odde~~, Chairman

Attest:

Tameca White, Deputy County Clerk

TOWN OF WOOLSEY

(SEAL)

By: _____
~~Hon.~~ Gary Laggis, Mayor

Attest:

Stacey Collins, City Town Clerk

STATE COURT OF FAYETTE COUNTY

(SEAL)

By: _____
~~Hon.~~ Jason B. Thompson, Judge

~~(SEAL)~~ Attest:

Sheila Studdard, State Court Clerk

(SEAL)

By: _____
~~Hon.~~ Jamie Inagawa, Solicitor General

Attest:

Sheila Studdard, Clerk, State Court ~~Clerk of Fayette County~~

(SEAL)

COUNTY AGENDA REQUEST

Page 94 of 107

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of the County Attorney's recommendation to approve the disposition of tax refunds, as requested by Mercedes Perera, in the aggregate amount of \$1,765.34 for years 2015 and 2016.

Background/History/Details:

When a taxpayer feels that an error has occurred with respect to taxes paid to Fayette County on Real Estate and Personal Property tax bills, they have the right to request a Refund under O.C.G.A. § 48-5-380. This request is given to the Tax Assessors' Office in order to be reviewed in detail by the County Attorney. Appropriate recommendation(s) are then forwarded to the Board of Commissioner's for their final approval of said requests.

A memo from the County Attorney is provided as backup with an explanation for this request.

What action are you seeking from the Board of Commissioners?

Approval of the County Attorney's recommendation to approve the disposition of tax refunds, as requested by Mercedes Perera, in the aggregate amount of \$1,765.23 for years 2015 and 2016.

If this item requires funding, please describe:

The funding required will be for those refund requests where the overpayment of taxes (voluntarily or involuntarily) was a direct result of property that had previously been erroneously assessed and taxes have already been collected from the taxpayer(s).

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

MEMORANDUM

To: Fayette County Board of Commissioners

From: McNally, Fox, Grant & Davenport, P.C.

Date: January 4, 2017

Re: Tax Refund Request – Ms. Mercedes Perera – Homestead parcel 070317003

On November 12, 2014, Ms. Mercedes Perera purchased a home located at 100 Summer Lake Court in Fayetteville from New Leaf, LLC for \$314,144. The documentation needed to transfer the property was filed with the clerk of court. The documents appeared to transfer 9 total subdivision lots from the company to Ms. Perera. The tax assessors' office began the transfer in their records and found that several of the lots were owned by parties other than New Leaf, LLC. The assessors contacted the closing attorney, notified him of the trouble and placed the file on hold while awaiting a corrected property description from the attorney.

On February 16, 2015 Ms. Perera filed an application for homestead exemption in the Tax Commissioner's office. She attested that the residence at 100 Summer Lake Court was her permanent residence, that she held title to the property and provided her mailing address, 100 Summer Lake Court. The hold status of the file caused the information provided to the Tax Commissioner's office to go unrecorded in Ms. Perera's file in the Tax Assessor's office. Although the correct information was in our files, it was not used for assessment or notification purposes. All legally required notices and tax bills were mailed to a previous address. Her mortgage company also received the billings and paid the 2015 and 2016 tax bills from escrow. Late in 2016 Ms. Perera, called the Tax Commissioner's office to inquire about tax notifications. At that time, she re-recorded her address as 100 Summer Lake Court. The corrections have been made for tax year 2017 and beyond.

Ms. Perera made an application but did not receive a homestead exemption for 2015 or 2016. The Board of Tax Assessors has reviewed the file for 2017 and granted the exemption for future tax years as well as approved it for 2015 and 2016. The deed, although inaccurate in part, did describe and transfer the parcel that Ms. Perera owns and has resided on since November of 2014. She filed in February, so the application was timely for the 2015 tax year and she made a legally sufficient statement of residence. The application was overlooked due to the "hold" placed on the file while waiting for a corrected deed. It was not presented to the Board of Tax Assessors for processing. The inadvertent failure to process a timely application is an error in the process of assessment. It is precisely the sort of error that the refund provisions were crafted to remedy. A refund is

recommended for 2015 and 2016 in the amount of the homestead exemption for those years.

An additional refund is recommended for 2015. When real property is sold, the fair market value of the property, for tax assessment, is legally capped at the purchase price. Due to the hold placed on this file, the 2014 purchase price was never translated for purposes of the 2015 assessment. The value placed on the property for the 2015 tax year was higher than the November 2014 purchase price, in violation of the law. The mortgage company paid the taxes. This was an erroneous overpayment. The refund provisions are designed to protect the taxpayer from error or illegality in the assessment process. The 2015 value placed on the property was \$370,900. The purchase price of the property in November 2014 was \$314,144. A refund is recommended for taxes overpaid on the \$56,756 difference in value.

A refund is recommended for 2016 based upon an illegality in notification. The assessment process mandates notification of changes in the value of property. They must be sent to the taxpayer's last known address. Ms. Perera filed for homestead at 100 Summer Lake Court. We had the address in her file. However, due to the hold placed on this file, the address was never updated in the tax assessor's files. The legally required notices were mailed to Ms. Perera at her previous residence. However, the mortgage company did receive the bills and pay. The legally mandated notice did not issue in accordance with the law. This error in the assessment process led to overpayment. Where no return of value is filed by a taxpayer and no notice of increase in assessments is given, it is appropriate to use the prior year's value for assessment purposes, the 2015 value. The 2015 value must be set at the purchase price in November 2014, \$314,144. The 2016 assessed value was \$390,600. The difference upon which tax was erroneously overpaid was \$76,456.

A refund is recommended for both the 2015 and 2016 tax years to remedy errors in the assessment process caused by the hold place on this file. The corrections will reflect application of a homestead exemption, purchase price as the first-year valuation of property and roll over valuation where notice of assessment was improperly sent to the taxpayer for 2016. A total refund is recommended in the amount of \$1765.34.

2015	\$772.68
2016	\$992.66
Total	\$1765.34

RECEIVED

10/17/16

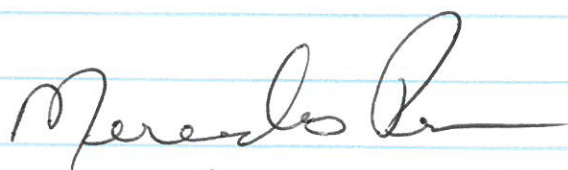
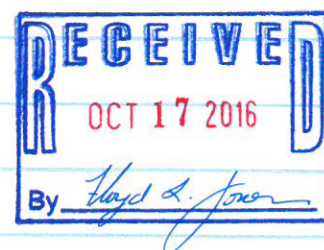
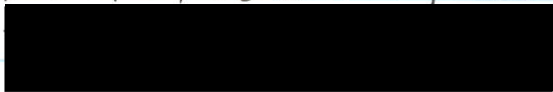
OCT 17 2016

FAYETTE COUNTY
BOARD OF ASSESSORS
FAYETTEVILLE, GEORGIA

DEAR BOA & BOC,

PLEASE REVIEW THE ATTACHED
DOCUMENTS. I FEEL LIKE I DID
EVERYTHING CORRECT. PLEASE HONOR
MY OWNERSHIP REQUEST FOR OWNERSHIP
HOMESTEAD AND ANY REFUNDS DUE.

THANK YOU

100 SUMMER LAKE COURT
FAYETTEVILLE, GA 30215


October 17, 2016

Fayette County Board of Assessors
140 Stonewall Ave West Suite 108
Fayetteville, GA 30214

RE: Homestead Exemption
Parcel #070317003
100 Summer Lake Court
Fayetteville, GA 30215

To whom it may concern:

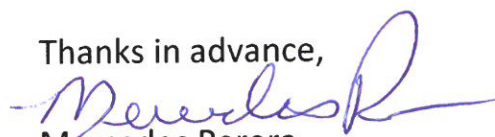
I purchased the above property on November 12, 2014. At that time this became my permanent residence and my only mailing address.

Before my deadline in January, I filed for my homestead exemption in which I provided all necessary documents and received my exemption. According to your office my mailing address was changed to my old address by your office after you all received the paperwork from the closing/deed/court filing etc. sometime after the end of January after I had already received my homestead exemption. Because of this my tax bills were returned to your office causing by homestead exemption not to be attached to my property for tax year 2015 and 2016.

Please credit me my homestead exemption tax for 2015 and 2016.

Contact me if you have any questions.

Thanks in advance,



Mercedes Perera

100 Summer Lake Court
Fayetteville, GA 30215



RECEIVED

OCT 17 2016

FAYETTE COUNTY
BOARD OF ASSESSORS
FAYETTEVILLE, GEORGIA



"WHERE QUALITY
IS A LIFESTYLE"

140 STONEWALL AVENUE WEST, STE 100
FAYETTEVILLE, GEORGIA 30214
PHONE: 770-305-5200
www.fayettecountyga.gov

January 3, 2017

Mercedes Perera
100 Summer Cake Court
Fayetteville, GA 30215

RE: Tax Refund Request

Dear Ms. Perera,

I am pleased to inform you that your request for refund has been slated to appear on the Thursday, January 12, 2017 Agenda of the regularly scheduled meeting of the Fayette County Board of Commissioners, at 7:00 P.M.

The meeting will take place in the Public Meeting Room of the Board of Commissioners located at 140 Stonewall Avenue West, Fayetteville 30214.

Your request will be discussed and a decision to grant or deny your request will be made at that meeting.

Should you desire to be heard on the matter, please be present and prepared to address the commissioners at the appropriate time.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tameca P. White", is written over a faint, larger version of the same signature.

Tameca P. White, MBA, CCC
County Clerk

Cc: Ali Cox, Assistant County Attorney

COUNTY AGENDA REQUEST

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Department: Commissioners

Presenter(s): Chairman Eric Maxwell

Meeting Date: Thursday, January 12, 2017

Type of Request: New Business #17

Wording for the Agenda:

Consideration of Resolution 2017-01: Resolution of the Fayette County Commissioners Pledge to Citizens and County Staff on Core Values and Beliefs.

Background/History/Details:

On January 2, 2013, the Fayette County Board of Commissioners approved Resolution 2013-01, and in so doing the Board made a pledge to the citizens of Fayette County and Fayette County's staff regarding the Board's Core Values and Beliefs.

The Board has often asked the citizens to hold them accountable to the public pledge.

The current resolution demonstrates an on-going commitment of the Board of Commissioners to the citizens and staff regarding the Board's Core Values and Beliefs.

What action are you seeking from the Board of Commissioners?

Approval of Resolution 2017-01: Resolution of the Fayette County Commissioners Pledge to Citizens and County Staff on Core Values and Beliefs.

If this item requires funding, please describe:

Not applicable.

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

If so, when? January 14, 2016

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance Not Applicable

Reviewed by Legal

Approved by Purchasing Not Applicable

County Clerk's Approval Yes

Administrator's Approval

Staff Notes:

RESOLUTION 2017-01

**RESOLUTION OF THE FAYETTE COUNTY COMMISSIONERS
PLEDGE TO CITIZENS AND COUNTY STAFF ON CORE VALUES AND BELIEFS**

- WHEREAS,** the 2017 Fayette County Board of Commissioners desire to affirm their core values and beliefs to our constituents and county staff; and
- WHEREAS,** the Board of Commissioners acknowledges they were placed in office by the voters of Fayette County and are responsible for conducting the official business of those citizens, looking out for their best interests; and
- WHEREAS,** the Board is determined to give the citizenry ample opportunity to voice their comments and concerns in all meetings; and
- WHEREAS,** the Board respects each individual staff member and believes that members who are treated with respect and given responsibility respond by giving their best; and
- WHEREAS,** although there may not be unanimous consent on every issue, the Board requires complete honesty and integrity in everything we do while valuing everyone's opinion; and
- WHEREAS,** the Board will take its commitments very seriously, and then do its utmost to live up to them, acknowledging the importance of doing what we say we are going to do; and
- WHEREAS,** the Board recognizes that the work performed by each staff member is an important part of their life, and it should be fulfilling and rewarding, so we encourage an open and welcoming workplace; and
- WHEREAS,** the Board vows to be good stewards of the citizen's resources, exercising the same vigilance that we would use to guard and conserve our own personal resources; and
- WHEREAS,** the Board insists that each commissioner and each staff member always give their best effort in everything we undertake, refusing to accept sloppiness or lack of effort; and
- WHEREAS,** the entire Board, each department director and each individual in our organization is expected to understand our mission and our goals realizing that doing so it is extremely critical to our success; and
- WHEREAS,** the Board believes in the Golden Rule, and we will strive to be friendly, courteous, fair and compassionate in all our dealings; and
- WHEREAS,** the Board and our staff members should always feel a sense of urgency on any matters related to our citizens, owning problems and always being responsive

NOW, THEREFORE, BE IT RESOLVED that we, the Board of Commissioners of Fayette County, Georgia do hereby pledge our acceptance of these core values and beliefs in the service of our citizens.

So resolved this 12th day of January 2017 by the

FAYETTE COUNTY BOARD OF COMMISSIONERS

Chairman

Vice Chairman

Commissioner

Commissioner

Commissioner

COUNTY AGENDA REQUEST

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Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of Commissioner Steve Brown's recommendation to approve Resolution 2017-02 to request that the General Assembly amend O.C.G.A. 52-7-8.3 to permit a person 10 through 12 years of age to operate a personal watercraft or Class A vessel on any of the waters of this state provided that such person is accompanied by, and under the direct supervision of, a certified instructor.

Background/History/Details:

At the November 10, 2016 Board of Commissioners meeting, Commissioner Brown requested staff to create a Resolution to be submitted to the legislative delegation to request an exemption for the Row America participants who do not meet the age requirements to row solo.

This resolution is in response to that request.

What action are you seeking from the Board of Commissioners?

Approval of of Commissioner Steve Brown's recommendation to approve Resolution 2017-02 to request that the General Assembly amend O.C.G.A. 52-7-8.3 to permit a person 10 through 12 years of age to operate a personal watercraft or Class A vessel on any of the waters of this state provided that such person is accompanied by, and under the direct supervision of, a certified instructor.

If this item requires funding, please describe:

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

MEMORANDUM

TO: BOARD OF COMMISSIONERS

FROM: COUNTY ATTORNEY

**RE: PROPOSED RESOLUTION REQUESTING THAT GENERAL ASSEMBLY
AMEND O.C.G.A. § 52-7-8.3**

DATE: DECEMBER 2, 2016

This memorandum is a follow-up to our previous memorandum dated November 22, 2016. Said memorandum concerned a proposed resolution requesting that the General Assembly make certain changes to O.C.G.A. § 52-7-8.3 to permit persons 10 to 12 years of age to operate personal watercraft or Class A vessels on any of the waters of this state provided such persons are accompanied by, and under the direct supervision of, a certified instructor. Any resolution would have to accomplish the following: (1) request that the General Assembly amend state law, or provide an exemption, such that persons 10 to 15 years of age may operate vessels exceeding 16 feet in length (specifically racing sculls, racing shells, and racing sweeps); and (2) request that the General Assembly amend state law, or provide an exemption, such that persons 10 to 15 years of age may operate such vessels alone, under the direct supervision of a certified instructor (while also permitting persons between 10 and 12 years of age to operate Class A vessels alone under the direct supervision of a certified instructor).

Currently, state law restricts the ability of minors to operate vessels on state waters primarily based on the length of the vessel. State law identifies four classes of vessel: (a) Class A vessels, which is any vessel under 16 feet in length; (b) Class 1 vessels, which is any vessel between 16 feet and 26 feet in length; (c) Class 2 vessels, which is any vessel between 26 feet and 40 feet in length; and (d) Class 3 vessels, which is any vessel over 40 feet in length. "Personal watercraft" is a subset of Class A vessels that essentially covers jet skis. Persons aged 16 years and over may operate any vessel, regardless of length, provided all applicable requirements are met. Persons aged 12 to 15 years may operate personal watercraft or Class A vessels, however they may only do so alone if they have completed a boating education course approved by the Department of Natural Resources. Otherwise, such persons must be accompanied by an adult 18 years of age or older who is authorized to operate such vessel by state law. Persons under 12 years of age may only operate Class A vessels that do not use mechanical means of propulsion exceeding 30 horsepower and such persons must always be accompanied by an adult 18 years of age or older who is authorized to operate such vessel. Persons under 12 years of age are not permitted to operate personal watercraft. Furthermore, in no event are persons under age 16 permitted to operate Class 1, 2 or 3 vessels. Please note that, in designating classes of vessel and identifying what vessels can be operated by minors, state law makes no distinction based on whether or not the vessel is used for rowing.

The proposed resolution would first have to request that the General Assembly change state law so that persons aged 10 to 15 years could operate vessels exceeding 16 feet in length (i.e., vessels other than Class A). Such request could carve out the three types of boats

previously mentioned, i.e., racing sculls, racing shells, and racing sweeps. This is necessary because rowing boats may exceed 16 feet in length. However, state law currently does not create a distinction for rowing vessels when it sets out the operating restrictions for the various classes of vessels. State law does currently provide an exemption for the aforementioned rowing vessels with regard to personal flotation devices. State law requires that all vessels be equipped with and carry aboard, at all times, one personal flotation device for each person on board. This requirement does not apply to racing sculls, racing shells or racing sweeps, which are all types of competitive rowing vessels.

The original drafters of the state law at issue clearly placed a great deal of importance on the length of the vessel when determining whether or not a minor could operate it. Therefore, any request to the General Assembly that is based on anything other than the length should be accompanied by a strong justification for creating a new class of vessel. Simply stating that rowing vessels should be treated differently from other types of vessels may not be a strong enough justification. Such a request must state why rowing vessels are not subject to the same type of safety concerns that apply to other types of vessels of similar length.

Assuming that the General Assembly is receptive to permitting persons aged 10 to 15 years to operate vessels in excess of 16 feet in length, the resolution would also need to request that such persons be permitted to operate such vessels alone while under the direct supervision of a certified instructor. The resolution would also need to request that persons between 10 and 12 years of age be permitted to operate Class A vessels alone while under the direct supervision of a certified instructor. Presumably, “under the direct supervision of a certified instructor” means that the vessel is being operated within sight of such an instructor, but it does not necessarily mean that the instructor is in the boat with the operator. Persons aged 12 to 15 years of age are currently permitted to operate vessels less than 16 feet in length (i.e., Class A vessels) alone, but only if they have completed a boating education course approved by the Department of Natural Resources. Persons under 12 years of age are never permitted to operate any type of vessel alone.

In any event, amending state law could require an extensive restructuring of not only O.C.G.A. § 52-7-8.3, but also § 52-7-8 and other sections of state law if the General Assembly opted not to carve out an exemption for these types of rowing boats.

STATE OF GEORGIA

FAYETTE COUNTY

RESOLUTION

NO. 2017-__

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF FAYETTE COUNTY, GEORGIA; TO REQUEST THAT THE GENERAL ASSEMBLY FOR THE STATE OF GEORGIA ENACT AN AMENDMENT TO O.C.G.A. § 52-7-8.3 TO PERMIT PERSONS AGE 10 TO 15 YEARS OLD TO OPERATE RACING SCULLS, RACING SHELLS AND RACING SWEEPS, REGARDLESS OF SIZE, ON ANY OF THE WATERS OF THIS STATE, PROVIDED THAT SUCH PERSON IS UNDER THE DIRECT SUPERVISION OF A CERTIFIED INSTRUCTOR; TO PROMOTE THE PUBLIC HEALTH, SAFETY AND WELFARE, AND FOR OTHER PURPOSES.

WHEREAS, the Board of Commissioners for Fayette County, Georgia (the “County”) is the duly elected governing authority for the County; and

WHEREAS, O.C.G.A. § 52-7-8.3 provides restrictions on the operation of watercraft on the waters of this state; and

WHEREAS, rowing is a growing youth sport in the State of Georgia; and

WHEREAS, said statute permits persons 12 through 15 years of age to operate personal watercraft or Class A vessels on any of the waters of this state, provided such persons are accompanied by an adult 18 years of age or older who is authorized to use such vessels, or have completed a boating education course approved by the Department of Natural Resources; and

WHEREAS, said statute further permits persons under 12 years of age to operate Class A vessels, other than personal watercraft, that do not use mechanical means of propulsion exceeding 30 horsepower, provided such persons are accompanied by an adult 18 years of age or older who is authorized to use such vessels

WHEREAS, the Board of Commissioners believes that persons aged 10 to 15 years should also be permitted to operate racing sculls, racing shells and racing sweeps, regardless of size, on any of the waters of this state, provided that such persons are under the direct supervision of a certified instructor; and

WHEREAS, the Board of Commissioners therefore believes that O.C.G.A. § 52-7-8.3 should be amended to permit persons aged 10 to 15 years to operate racing sculls, racing shells and racing sweeps, regardless of size, on any of the waters of this state, provided that such persons are under the direct supervision of a certified instructor.

NOW, THEREFORE BE IT RESOLVED that the Board of Commissioners hereby requests that the General Assembly adopt legislation amending O.C.G.A. § 52-7-8.3 to permit a persons aged 10 to 15 years to operate racing sculls, racing shells and racing sweeps, regardless of size, on any of the waters of this state, provided that such persons are under the direct supervision of a certified instructor.

SO RESOLVED this ____ day of _____, 2017.

BOARD OF COMMISSIONERS OF
FAYETTE COUNTY, GEORGIA

By: _____
Eric Maxwell, Chairman

(SEAL)

ATTEST:

Tameca P. White, County Clerk

Approved as to form:

County Attorney